

Contract for the lease of commercial space

Contracting Parties:

Client: Mendel University in Brno, Faculty of Forestry and Wood Technology
Person authorized to act for the contracting authority: prof. Dr. Ing. Libor Jankovský, Dean
Operator: doc. Dr. Ing. Jindřich Pavliš, Project Coordinator
with its registered office: Zemědělská 3, 613 00 Brno
Company ID: 621 56 489
Contact person in matters of performance of contracts: XXXXX

Telephone: XXXXX

E-mail: XXXXX

Banking: XXXXX

Account number: XXXXX

(hereinafter referred to as the "lessee")

and

Provider: Eworxenergy Zambia Limited

Represented: Mr Alfred van Vuuren

Based: Plot no F2062/C, Ngwerere Road, Lusaka, Zambia

ID: with company registration number 120150136697

Tax ID: 1003881306

Bank account: XXXXX, Account number XXXXX

Contact person: XXXXX

Telephone: XXXXX

Email: XXXXX

Data box: XXXXX

(hereinafter referred to as the "Lessor")

(the lessor, the tenant also individually also as "the contracting parties")

AND.

Introductory provisions

1. The parties have entered into this lease agreement for non-residential premises on the following day, month and year. The landlord declares that the landlord is the owner of the property to fill in the address
2. The Contracting Parties declare that their identification data contained in the title of the contract are in accordance with the legal facts at the time of the conclusion of this Agreement. The Contracting Parties undertake to notify the other Contracting Party in writing without delay of changes in the data concerned.

4. The lessor leaves the tenant to use the non-residential premises by this contract - the warehouse and production halls with the area will be added by the landlord

5. The Contracting Parties declare that the persons signing the contract are entitled to this act.

II.

Purpose of the contract

1. The lessee is authorized to use non-residential premises to serve as storage and production halls for the storage of equipment and storage of bulk feedingstuffs, pharmaceuticals and material for the purposes of the project at the horizon of the precipitation period under the project "Sustainable food production in the Sub-Saharan African climatic conditions" .

2. The Lessee declares that he has fully acquainted himself with the status of non-residential premises before signing this contract and declares that the non-residential premises in question are suitable for the agreed purpose of the lease.

III.

The basic obligations of the provider and the client

1. The Lessor undertakes to provide services properly under Article II. contracts in the terms agreed in Article V. of the Treaty.

2. The Contracting Parties undertake to cooperate with each other and to provide all information necessary for the proper performance of their obligations. The Contracting Parties are required to inform each other in writing of any facts which are or may be relevant to the proper performance of the contract.

IV.

Transfer of non-residential premises

1. The Lessee declares that he has become acquainted with the status of the rented non-residential premises and declares that they meet his requirements.

2. The renter undertakes to hand over the premises after the lease ends in the same condition he has assumed, taking into account the usual wear and tear.

IN.

Performance time

1. The contract is concluded for the period from 1.12.-31.12.2018.

VI.

Amount of rent

1. The amount of the rent shall be:

12201,56 USD without VAT

(incl) VAT not applicate USD VAT

12.201,56 USD incl. VAT

3. The above price is maximum possible and includes all the costs of the landlord associated with the performance of the subject of the public contract.

VII.

Payment Terms

1. The Lessee undertakes to pay the rent in advance, based on the issued invoice - the invoice.
2. If the Provider is not domiciled in the Czech Republic, VAT is not payable and VAT is due to the Customer. The price referred to in Article 2 of this Agreement is stated without VAT, it is the maximum admissible and can not be exceeded under any conditions. The amount of the fee is final and includes all costs associated with the agreed and specified scope of performance.
3. The due date of the invoice is 30 days from the date of its delivery to the address of the customer. The tax document shall contain the particulars of the tax and accounting document according to the legal regulations in force at the place of the provider's place of business.

VIII.

Place of performance

1. The place of implementation is Kaisi, the Republic of Zambia

IX.

Other rights and obligations of the parties

1. The tenant undertakes to maintain the non-residential premises in the proper condition for the duration of the lease and at the same time undertakes to use the non-residential premises in question exclusively in accordance with this contract.
2. The Lessee undertakes to carry out any repairs of the damaged part of the non-residential premises at his own expense during the lease.
3. The Lessee is obliged to notify the Lessor in writing of the need for repairs, which the Lessor has to make and to allow to make these and other necessary repairs, otherwise the Lessee is responsible for the damage that the Lessor has failed to fulfill this obligation.
4. The Lessee is obliged to make available the rented premises to the Lessor or to third parties upon prior notice and with the participation of the Lessee or a person authorized by him / her.

X. Termination of contract
1. This agreement may be terminated by agreement of the parties.
3. It may be withdrawn from this Agreement if the Contract, the law, or the material breach thereof, so permits.

XI.Sanctions1.

If the lessee is in default with the payment of the invoice, the lessor is entitled to charge the lessee a contractual penalty of 0.05% for each calendar day of delay until the payment of the amount due. 2. If the Lessor does not pass on non-residential premises on time, ie on December 1, 2018, the Lessee is entitled to charge a contractual penalty of 0.05% of the rent for each day of delay with the transfer of non-residential premises. 3. The contractual penalties and interest under this Agreement shall be payable on the basis of a written request by the Beneficiary Party to the Requested Party. In the case of default of the obligated Contracting Party with the payment of a contractual penalty, the eligible Contracting Party shall be entitled to charge interest for late payment at the amount stipulated by the law.

XII.Other Arrangement 1. The rights and obligations of the parties expressly provided for in this Contract not governed by this Agreement shall be governed by the relevant provisions of the Civil Code. 2. The contract shall be drawn up in three copies, each of which shall be authentic. Two copies of the contract will be received by the client, one copy will be received by the provider. 3. The Agreement may be amended only by agreement of the Contracting Parties in the form of written numbered amendments to this Agreement, signed by the authorized representatives of both Contracting Parties. 4. The contract shall become effective and effective on the date of publication of the contract in the contract register. 5. The parties agree that they have become acquainted with the contents of the agreement before signing it, agreeing to it and that the contract has been concluded on the basis of their true and free will, certainly, seriously and comprehensibly. They sign their signatures to confirm their agreement. 6. The Provider acknowledges that the contract will be published in the register of contracts established pursuant to Act No. 340/2015 Coll., On the Register of Contracts, as amended. The Provider declares that this Agreement does not contain the information that forms the subject of his business secret pursuant to Section 504 of Act No. 89/2012 Coll., The Civil Code, as amended. Publication of the contract in the register of contracts shall be provided by the lessee.

In Brno on 1. 12. 2018

In Lusaka on 30. 11. 2018

for the Provider

..... prof. Dr. Ing. Libor Jankovský, Dean

..... doc. Dr. Ing. Jindřich Pavliš Project Coordinator

for the Customer

..... Mr Alfreed van Vuuren

Attachment no. 1 - technical specification		
Item	expected value (USD, without VAT)	supplier's offer (USD, no VAT)
hire of stock and processing halls (coverage area 3200 m2), being watched 7 days a week / 24 hours a day	12380,00	12201,56
Sum:	12380,00	12201,56