

GOGGA TRACKING SOLUTIONS (Pty) Ltd
(hereinafter referred to as "GTS")

Reg. No. 2004/022284/07

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1. INTERPRETATION

1.1. In this agreement, unless inconsistent with or otherwise indicated by the context:
1.1.1. GTS means Gogga Tracking Solutions (Pty) Ltd
1.1.3. GC means Gogga™ Connect product
1.1.4. "accessory price" means the price for any accessories of the GC unit as set out in the order form
1.1.5. "the agreement" means the agreement as set out herein together with the order form; contract; or any other document attached thereto;
1.1.6. "call charge" means the charge for a specified unit of time as set out in the tariff;
1.1.8. "GC" means the piece of the subscriber apparatus specified on the order form together with all additions and accessories thereto specified in the order form;

1.1.9. "connection charge" means the initial charge for connection to the system as set out in the tariff;
1.1.10. "customer" means the customer named on the order form;
1.1.11. "delivery" means the delivery of the GC unit to the customer
1.1.12. "equipment" means the GC unit and/or subscriber apparatus;
1.1.13. "initial period" means the minimum duration of this agreement, being a period of 24 months or month to month, depending on option selected by customer, from the date of activation of services;

1.1.15. "installation charge" means the charge for installation set out in the order form, if applicable;
1.1.16. "the interest rate" means the published prime overdraft rate of ABSA Bank of South Africa Limited in Johannesburg from time to time;
1.1.17. "monthly access charge" means the monthly charge for being connected to the system as set out in the tariff;
1.1.18. "the order form" means the document containing an order by the customer for the provision of the services and sale of the GC unit;

1.1.19. "the regulatory authority" means the relevant regulatory authority vested with the power and authority in terms of the Post Office Act, 1958, to regulate the operation of the system and any similar system in the Republic of South Africa;
1.1.20. "the services" means any services provided by GTS

1.1.21. "subscriber apparatus," "unit" means any mobile, transportable or portable digital mobile apparatus or terminal which is capable of connection by GPRS or GPS
1.1.22. "the tariff" means the tariff of charges as published and amended from time to time by GTS in its sole discretion
1.1.23. "unit price" means the unit price of the GC as set out in the order form;

1.2. The clause headings in this agreement/contract have been inserted for convenience only and shall not be taken into account in its interpretation.

1.3. This agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

2. CONNECTION TO THE SYSTEM AND PROVISION OF SERVICES

2.1. Subject to the terms and conditions of this agreement, GTS shall connect and maintain the connection of the subscriber apparatus to the system and GTS shall use its reasonable endeavors to make the services available to the customer throughout the duration of this agreement, save and accept, for circumstances beyond the control of GTS

3. PAYMENT

3.1. The customer shall pay GTS the aggregate of all charges levied by GTS, from time to time including, and without limitation
3.1.1. The connection charge, monthly access charges, call charges and any other charge set out or referred to in the tariff from time to time; and/or;

3.1.2. The unit price, accessory price, installation charge, together with any insurance or extended warranty charge, if applicable, set out in the order form, from the date of GTS invoice therefore (time of payment being of the essence of this agreement) without deduction or set-off, in cash or in such other manner as GTS allow. GTS shall invoice the customer monthly in advance in relation to the connection charge and the monthly access charges and monthly in arrears in relation to call charges, payment in respect of such call charges to be made on or before the last day of the month in which the statement is sent to the customer. GTS shall, in its discretion, invoice the customer immediately upon receipt of the order form in relation to the charges and prices referred to in this clause.

3.2. Any amount due by the customer to GTS not paid on the due date thereof, shall bear interest of a rate equal to the maximum rate allowable in terms of the National Credit Act, No 34 of 2005, and calculated from the date payment was due until date of actual payment thereof.

3.3. GTS shall be entitled to demand, upon signing of the order form by the customer or at any time thereafter, payment of such deposit as it may deem fit, which deposit shall be paid by the customer in cash simultaneously with the signing of the order form by the customer or immediately upon demand by GTS. If the customer has paid a deposit to GTS, such deposit may be detained and appropriated in whole or in part by GTS towards payment of any sums whatsoever due to GTS by the customer.

3.4. GTS shall be entitled to demand, at any time after signing of the order form by the customer, full payment in advance of all charges to be levied by GTS for the balance of the initial period of this agreement, excluding call charges which shall be invoiced monthly in arrears, in the following circumstances:

3.4.1. Should GTS have a reasonable suspicion of any fraudulent act having been or about to be committed by the customer in respect of this agreement; or;

3.4.2. Should it come to GTS's attention that the customer has failed to disclose material information upon signing of the order form.

3.4.3. Should the customer fail to pay any monthly amount due to GTS and such failure continue for a period in excess of 1 (one) month.
3.5. GTS shall be entitled to collect payment of all monies due and payable by the customer to GTS via debit order, which authority is hereby granted by the customer and shall include the authority to run a debit order against the customer's banking account on or after the authorised date, until such time as the customer's obligation towards GTS is paid in full.

4. DURATION

4.1. This agreement shall commence on the date of activation of service and shall continue for the initial period and thereafter indefinitely until terminated by GTS giving notice to the customer in terms of clause 13 or by the customer giving GTS not less than 30 (thirty) days written notice of termination, provided that the customer shall not be entitled to give such notice within a period of 23 (twenty three) months from the date of activation of services.

4.2. In the event of termination of this agreement prior to the expiry of the initial period, GTS shall have the right to claim payment of the balance of the monthly access charges owing in respect of the initial period, and the customer shall be obliged to effect payment of the amount so claimed in demand.

5. INSTALLATION

5.1. Whilst GTS shall make every reasonable effort to meet the installation date set out on the order form, it is recorded that such date is a provisional date only and GTS shall not be responsible for any consequences of delay or liable for any damages (including consequential damages) costs or

expenses whatsoever which the customer may incur or suffer if installation on such date is not met.

5.2. The customer shall allow GTS or its approved Distributors / Resellers to carry out such work as is necessary to effect installation and indemnifies GTS, its directors, employees, agents, distributors, resellers or approved representatives against all damages, costs and expenses incurred or suffered by such entities in doing so well as against any claims of whatsoever nature that the customer might have against GTS as a result thereof.

6. RISK AND OWNERSHIP

6.1. All risk of profit and loss in and to the unit / subscriber apparatus shall pass to the customer upon its delivery or upon installation, whichever is the earlier.
6.2. Ownership of the subscriber apparatus/unit shall vest in GTS during the initial period.
6.3. Upon expiry of the initial period, ownership of the subscriber apparatus/unit shall pass to the customer provided the unit has not been upgraded during the initial period and provided full payment is received by GTS of all sums whatsoever due by the customer. Until such time as all amounts due to GTS in respect of the initial period are paid in full, ownership in and to the subscriber apparatus/unit shall remain vested in GTS.

7. BLACKLISTING

7.1. Upon the customer defaulting in payment obligations during the initial period, GTS shall be entitled to blacklist the unit / subscriber apparatus to prevent the further use thereof and the customer indemnifies GTS in respect of any claim whatsoever arising from GTS exercising its right.
7.2. Notwithstanding that the ownership of the unit / subscriber apparatus may have passed to the customer after the initial period, the customer acknowledges GTS's right to blacklist the unit / subscriber apparatus in the event of the customer defaulting in payment and the customer indemnifies GTS in respect of any claim, whatsoever arising from GTS exercising its right.

8. AFTER SALE CARE AND GUARANTEE

8.1. GTS shall provide such after sale and other related services to the customer as GTS may from time to time determine and upon such terms and conditions, if any, as GTS may from time to time prescribe in its sole discretion.

9. CUSTOMER ACKNOWLEDGEMENT

9.1. The customer acknowledges and agrees that:
9.1.1. service quality and coverage available to the customer shall be limited to that provided by the system and the services may from time to time be adversely affected by physical features such as buildings and underpass as well as atmospheric conditions and other causes of interference; and
9.1.2. it shall not hold GTS, or any of its employees, directors or agents liable for any non-availability of the services or for any other reason whatsoever including damages, save as is specifically set out in clause 10.

10. LIABILITY

10.1. This clause 10 specifies the entire liability of GTS including liability for negligence and in particular, but without limitation, all other statutory, express, implied or collateral terms, conditions or warranties are excluded.
10.2. GTS shall not be under any liability (including liability for negligence) for any loss or damage or injury to the customer whatsoever no matter when or how, arising out of the provision of the services or otherwise, whether direct or indirect, consequential or contingent and whether foreseeable or not and in particular not be liable for financial loss or loss of profits, contract, business anticipated, savings use or goodwill.

10.3. The customer indemnifies GTS against any damage, cost or liability (including liability for GTS's negligence) arising from the provisions of clause 5 of the agreement or the services to the customer, its employees, directors or agents together with all legal costs relating to any claim arising there from.
10.4. Under no circumstances will GTS's liability whether in contract or otherwise, exceed a sum equal to the monthly excess charge payable at the date of the claim multiplied by a factor of 20 (twenty).

10.5. The customer indemnifies GTS against any damage, cost or liability (including liability for GTS's negligence) arising from any illness or personal injury suffered by the customer as a result of the use of the equipment, irrespective of when or how, and whether foreseeable or not, together with all legal costs relating to any claim arising there from.
10.6. The customer acknowledges GTS's right to inform third parties of any breach by the customer of its obligations in terms of this agreement and the customer indemnifies GTS of any claim whatsoever arising from GTS's exercising its right.

11. USE OF SERVICES VIA THE SUBSCRIBER APPARATUS / UNIT

11.1. The customer acknowledges and agrees that it is aware and will stay aware of and shall at all times comply with all statutory or other regulatory provisions relating to wireless communication services applying to the provision and use of the services via the subscriber apparatus from time to time. In addition, the customer shall:

11.1.1. comply with any instructions issued by GTS which concern the customer's use of the services, subscriber apparatus/unit or related equipment; and
11.1.2. provide GTS with all such necessary information that GTS may reasonably require; and
11.1.3. only use the subscriber apparatus/unit which is approved for use with the system by GTS in writing.

12. SUSPENSION / DISCONNECTION

12.1. GTS may from time to time without notice suspend the services in any of the following circumstances:
12.1.1. during any technical failure, modification or maintenance of the unit provided that GTS will use its reasonable endeavors to procure the resumption of the services as soon as reasonably practicable; or
12.1.2. if the customer fails to comply with any of the terms and conditions of this agreement until the breach is remedied, or does, or allows to be done, anything in GTS's opinion may have negatively affected the operation of the services.

12.2. Notwithstanding any suspension of the services under this clause 12, the customer shall remain liable for all charges due hereunder throughout the period of suspension unless GTS at its sole discretion determines otherwise in writing.

13. TERMINATION

13.1. In the event that the customer breaches any term of this agreement or any warranty given by it hereunder or fails to fulfill any obligation resting upon it, then without prejudice to GTS's other rights in terms of this agreement or the common law, GTS may forthwith and after 3 days written notice to the customer, either terminate this agreement or call for specific performance of all the customer's obligations and immediate payment of all sums owing by the customer, whether or not then due, in either event without prejudice to GTS's right to recover such damages as it may have suffered by reason of such breach of failure.

13.2. GTS may, without notice, terminate this agreement immediately in any of the following circumstances:
13.2.1. if the customer fails to pay any amount owing to GTS on due date;
13.2.2. if the customer makes or offers any arrangement or composition with its creditors or commits any act of insolvency in terms of the Insolvency Act 1936, or any act which would have been an act of insolvency had it been committed by a natural person or if any petition or application for sequestration, liquidation, winding-up or judicial management is presented by or made against the customer, or if any resolution to wind-up the customer is passed or if a liquidator, trustee or curator is appointed over the whole or any part of the customer's assets or estate or if GTS anticipates that any of the events as set out in this clause 13.2 are imminent; or
13.2.3. if the customer does or allows to be done anything which in GTS' opinion will or may have the effect of negatively affecting the operation of services; or
13.2.4. if any licence to operate or use the services is revoked, terminated or modified for any reason either in whole or in part; or
13.2.5. if, for any reason, GTS ceases to make the services available or the services are substantially reduced for a continuous period exceeding 60 (sixty) days.

13.3. Upon termination of this agreement GTS shall disconnect the subscriber apparatus/unit from the services.

13.4. After disconnection of the subscriber apparatus/unit from the

services consequent upon termination of this agreement, the customer shall pay on demand all charges outstanding at the time of disconnection, including the balance of the monthly access charges as described in clause 4.2

13.5. Notwithstanding any termination of this agreement and notwithstanding the provisions of 13.3, GTS may refuse to re-register its registration of the services to the customer.

14. ASSIGNMENT

14.1. The customer shall not cede, assign, transfer, encumber or delegate any of its rights or obligations in terms of this agreement to any third party without GTS's written consent.
14.2. GTS shall be entitled, at any time, to cede, assign, transfer, encumber or delegate any of its rights, title, interest or obligations in terms of this agreement to any third party without the customer's consent and if, for any reason whatsoever, the consent of the customer may be required, the customer shall be deemed to have consented thereto in terms of this agreement.

15. EXCUSABLE EVENTS

15.1. GTS shall not be liable to the customer for any breach of these terms and conditions or failure on GTS's part to perform any obligation as a result of the technical problems relating to the system, termination of any license to operate or use the services, act of God, Government control, restrictions or prohibitions or any Government act or omission, whether local or national, act of default of any supplier, agent or sub-contractor, industrial disputes of any kind or any other similar or dissimilar cause beyond GTS's control.

16. VARIATION OF CHARGES AND TERMS

16.1. GTS may vary all or any of its charges (including but not limited to the charges described in clause 3 of this agreement, any charges in respect of benefits provided to customers and in respect of value added services) by publishing an amended tariff, such variation to have immediate effect unless otherwise stipulated herein.
16.2. GTS reserves the right to vary the terms and conditions of this agreement at its sole discretion, whether as a result of a new legislation, statutory instruments, Government regulations or licenses, amendments to the standard terms and conditions of GTS, or any similar event, or not. GTS at its sole discretion may elect to notify the customer of any such variation in writing or to publish such variation at its principal place of business.

16.3. GTS reserves the right, with or without penalty to itself, to alter any name, code or number allocated by GTS from time to time for use in connection with the services and the customer indemnifies GTS against any liability arising from such alteration.

17. WHOLE AGREEMENT

17.1. This agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties save and accept for the provisions of clause 16 above.

18. DISCONNECTION AND RECONNECTION FEES

18.1. GTS, having regard to the circumstances at the time of disconnection or reconnection, may elect to charge a reasonable fee for disconnection or reconnection of the subscriber apparatus/unit to the services.

19. RELAXATION

19.1. No latitude, extension of time or other indulgence which may be given or allowed by either party to the other party in respect of the performance of any obligations hereunder, and no delay or forbearance in the enforcement of any right of either party arising from this agreement, and no single or partial exercise of any right by either party under this agreement, shall in any circumstances be construed to be an implied consent or election by such party to operate as a waiver or a novation or otherwise affect any of the party's rights in terms of or arising from this agreement or stop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term of this agreement.

20. NOTICES AND DOMICILIA

20.1. The customer chooses, as its domicilium citandi et executandi, the address set out in the order form, or such other address of which the customer may notify GTS in writing not being a post office box or poste restante.
20.2. All notices given in terms of this agreement shall be in writing

21. CERTIFICATE

21.1. A computerized account or a certificate by a Manager, Accountant or Credit Manager of GTS stating that any amount due by the customer to GTS shall be prima facie evidence of the particulars contained therein, and particularly of the correctness of the amount due without proof of the signatories appointment or capacity being required.

22. COSTS

22.1. The customer shall repay to GTS on demand all costs GTS actually incurs as a result of the customer's failure to comply with the terms and conditions of this agreement or the cancellation thereof, which include:
22.1.1. Costs in connection with the tracing of the customer and/or the subscriber apparatus/unit
22.1.2. The costs relating to the valuation, removal, transport, repairs, maintenance and storage of the subscriber apparatus/unit.
22.1.3. Collection commission that may legally be recovered from the customer by GTS attorneys or collection agents on amounts collected
22.1.4. All costs incurred in order to obtain possession of the subscriber apparatus/unit
22.1.5. Legal costs on a scale as between attorney and own client.

23. SET-OFF

23.1. The customer shall not be entitled to set off any amount(s) that may be owing to him by GTS against any amount he owes or may owe GTS in terms of this agreement

24. VALUE ADDED TAX

24.1. All prices and charges set out in this agreement and any price list are exclusive of VAT
24.2. The customer shall be liable for and shall pay the amount of VAT payable from time to time in respect of this agreement, or any other form of tax that may be imposed and be payable in place of such VAT, in addition thereto.

25. CONSENT TO JURISDICTION

25.1. The customer hereby consents to the jurisdiction of the Magistrate's court having jurisdiction over its person in respect of any action by GTS arising from this agreement and the cancellation thereof. This consent does not oust the jurisdiction of any other competent Court and GTS shall be entitled, in its discretion, to institute action against the customer in any Court of competent jurisdiction. The parties agree that this consent is severable and shall apply during/after the cancellation of the agreement.

26. SEVERABILITY

26.1. In the event of any once or more of these terms and conditions being unenforceable, same will be deemed to be severed from the remainder of this agreement, which will nevertheless be binding and enforceable.

27. CONDITION FOR COMPLYING TO DISTRIBUTION LEVELS

GTS retains the right to change its qualification criteria for any of the distribution levels or may change any distribution company's level based on their discretion. Distributors and resellers are bound by the GUIDELINES document published by GTS from time to time.

27.1. Distributor
A distributor must be a registered company, prove that it has various resellers who are also registered companies as well as access direct/indirect to sales executive

27.2. Reseller
A reseller must be a registered company and prove that it has internal sales executive as well as access to outside sales executives

27.3. Sales executive
A sales executive must prove that he has an existing customer base or is actively working on a customer base for the specific needs of GTS