

ACM TECHNOLOGY CC T/A ACM TRACK

Registration No: 2004/096921/23

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BUSINESS TRACKING SERVICE AGREEMENT STANDARD TERMS AND CONDITIONS

GPS Fleet Tracking, Fleet Management & Stolen Vehicle Recovery

Applicable to Juristic Persons (Companies, CC's, Partnerships, Trusts) only

Version 2.0 | Effective Date: May 2025

⚠ IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING. CLAUSES MARKED WITH ⚠ HAVE SIGNIFICANT LEGAL CONSEQUENCES FOR YOU. YOUR SIGNATURE OR ELECTRONIC ACCEPTANCE CONSTITUTES FULL AGREEMENT TO THESE TERMS.

1. DEFINITIONS

In this Agreement, unless the context indicates otherwise, the following terms have the meanings assigned to them below. Defined terms appear in bold throughout this Agreement.

Agreement	These Standard Terms and Conditions together with the signed Application Form, the Service Schedule, and any Annexures, which together constitute the entire agreement between the parties.
Application Form	The document completed and signed by the Client to subscribe to the Service, incorporating these terms by reference.
Business Day	Any day other than a Saturday, Sunday or public holiday in the Republic of South Africa.
Client / Subscriber	The natural person or juristic entity who has applied for and been accepted as a subscriber to the Service, as identified in the Application Form.
Company	ACM Technology CC trading as ACM Track, Registration No 2004/096921/23, a close corporation registered and operating in the Republic of South Africa.
Connection Fee	The once-off fee payable by the Client for activation, SIM card provisioning, and platform registration of the Unit.
CPA	The Consumer Protection Act, 68 of 2008, as amended.
Effective Date / Installation Date	The date on which the Unit is installed and activated in or on the Vehicle, as recorded by the Company.
Force Majeure	Any event beyond the reasonable control of a party, including but not limited to acts of God, war, civil unrest, epidemic, pandemic, national state of disaster, load-shedding or electrical grid failure, third-party network outages, acts of government, or any other similar event.
IMEI	International Mobile Equipment Identity number uniquely identifying the Unit.
Information Officer	The designated person at the Company responsible for POPIA compliance, contactable at info@acmtrack.com .
Minimum Term	The initial fixed subscription period as specified in the Application Form (typically 24 months from the Effective Date), during which early cancellation fees apply.
PAIA	The Promotion of Access to Information Act, 2 of 2000.
POPIA	The Protection of Personal Information Act, 4 of 2013.
RICA	The Regulation of Interception of Communications and Provision of Communication-Related Information Act, 70 of 2002.
Service	The subscription service provided by the Company as described in Section 3 of this Agreement, including platform access, monitoring, and associated value-added services.

Service Fee	The monthly subscription fee payable by the Client for the Service, as set out in Annexure A and the Application Form.
Territory	The Republic of South Africa. Services outside the Territory are subject to additional terms and roaming charges.
Unit	The hardware device/s (MDVR, dash camera, GPS tracking unit, or combination thereof) installed in the Vehicle, identified by its IMEI, which enables delivery of the Service.
Vehicle	The motor vehicle, motorcycle, trailer, or other road-going asset identified in the Application Form or Service Schedule in which or on which the Unit is installed. Where the context requires, "Vehicle" includes an Asset as defined in any document-specific definitions.
Warranty Period	The period during which the Company warrants the Unit against defects: 12 (twelve) months for hardware from the Effective Date (extendable to 24 months via the Extended Warranty Add-on); 12 (twelve) months for installation workmanship from the Effective Date.
ACM Destiny	The Company's fleet management platform at www.acmdestiny.net .
Authorised User	Any employee, driver, contractor, or agent of the Client authorised to operate a Vehicle or access the Service.
Asset / Tracked Object	Any non-motorised asset (including trailers, generators, containers, plant, or equipment) identified in the Vehicle Schedule on or to which a Unit is installed. Where the Unit is installed on an Asset, references to "Vehicle" in this Agreement are read as references to that Asset.
Driver Behaviour Data	Telematics data relating to driving patterns including speed, harsh events, cornering, and idling, constituting personal information under POPIA.
FMS (Fleet Management Service)	Real-time GPS tracking, geofence alerts, trip reporting, driver behaviour monitoring, and related fleet analytics.
GPS Unit / Tracking Unit	The telematics device installed in the Vehicle, identified by its IMEI, registered to the Vehicle's VIN on the ACM Destiny platform.
Operator (POPIA)	The Company, in its capacity as processor of personal information on behalf of the Client under POPIA section 21.
Responsible Party (POPIA)	The Client, as the entity that determines the purpose and means of processing its employees' and drivers' personal information.
SVR (Stolen Vehicle Recovery)	Best-efforts stolen vehicle recovery service conducted in cooperation with SAPS and private security, where subscribed.
Surety	The natural person(s) signing the Suretyship declaration and binding themselves as co-principal debtors for the Client's obligations.
Vehicle Schedule	A schedule attached to this Agreement listing each

Vehicle in the Client's fleet, its VIN, IMEI, and Service level.

2. AGREEMENT FORMATION AND LEGAL BASIS

- 2.1 This Agreement is entered into between the Company and the Client in terms of the Electronic Communications and Transactions Act, 25 of 2002 ("ECTA"), section 11, which recognises electronically concluded agreements as legally binding. Signature of the Application Form (whether wet-ink or electronic) constitutes full acceptance of these Terms.
- 2.2 This Agreement comes into force on the Effective Date and supersedes all prior negotiations, representations, warranties, or understandings between the parties relating to its subject matter.
- 2.3 The Client confirms that all information provided in the Application Form is true, accurate, and complete. The Company relies on this information when activating the Service.
- 2.4 This Agreement is concluded between juristic persons and/or for business purposes. To the extent that the CPA applies to juristic persons with an asset value or annual turnover below R2 million, those CPA provisions shall apply.
- 2.5 The Client acknowledges that it has had the opportunity to seek independent legal advice before entering into this Agreement.

3. SERVICES

3.1 Fleet Tracking and FMS

- 3.1.1 The Company will provide the following fleet management services (as selected in the Application Form and Vehicle Schedule):
 - 3.1.1.1 Real-time GPS tracking of each Vehicle via the ACM Destiny platform;
 - 3.1.1.2 Geofence monitoring and automated alerts;
 - 3.1.1.3 Trip history, route replay, and distance reporting;
 - 3.1.1.4 Driver behaviour monitoring, scoring, and fleet safety reporting;
 - 3.1.1.5 Odometer, idling, and fuel efficiency reporting (where hardware supports it);
 - 3.1.1.6 Integration with the Client's existing fleet management processes on request.

3.2 SVR (where subscribed)

- 3.2.1 Where the Client's fleet package includes SVR, the Company will provide a best-efforts stolen vehicle recovery service for each covered Vehicle in cooperation with SAPS and approved private security. SVR conditions are set out in Section 10.

3.3 Service Limitations

- 3.3.1 Service availability depends on cellular and GPS network coverage. Coverage is not guaranteed in all areas of the Republic.
- 3.3.2 The Service operates within the Territory. International fleet tracking requires prior written agreement and additional charges.
- 3.3.3 Each Vehicle in the Client's fleet operates under a separate order on the Vehicle Schedule. Pricing, term, and cancellation obligations apply per Vehicle.

4. HARDWARE AND EQUIPMENT

4.1 Registration, Identification, and Ownership

- 4.1.1 Each Unit is registered on the ACM Destiny platform under the relevant Vehicle's VIN (or Asset identifier) and IMEI. The Vehicle Schedule records the IMEI for each Vehicle or Asset in the fleet.
- 4.1.2 Rental Units remain the Company's property throughout the Agreement. The Client may not sell, pledge, or encumber rented Units. Purchased Units transfer ownership to the Client upon full payment.
- 4.1.3 All SIM cards remain the Company's property throughout the Agreement.

4.2 Asset and Non-Vehicle Tracking

- 4.2.1 Where a Unit is installed on a non-motorised Asset (trailer, generator, container, plant, or equipment), that Asset is listed on the Vehicle Schedule and references to "Vehicle" are read as references to that Asset throughout this Agreement.
- 4.2.2 Battery-powered asset trackers may have limited transmission availability. The Company does not guarantee continuous real-time tracking for battery-powered Units. The SVR service does not apply to non-vehicle Assets unless agreed in writing.

4.3 Client Responsibilities

- 4.3.1 The Client must ensure that Authorised Users do not tamper with, relocate, or remove any Unit from a Vehicle or Asset without the Company's prior written approval. Unauthorised removal voids the warranty and may affect SVR operability.

4.4 Hardware Insurance (Rental Units)

- 4.4.1 The Client is required to maintain comprehensive all-risks insurance covering all rented Units across its fleet against theft, fire, accidental damage, and total loss, for the Replacement Value specified in Annexure A. Failure to maintain insurance does not reduce the Client's liability for the Replacement Value in the event of loss or destruction of a Unit.

4.5 Unit Transfer Between Vehicles or Assets

- 4.5.1 The Client may transfer a Unit to a replacement Vehicle or Asset by submitting a written transfer request to the Company. The Company will update the Vehicle Schedule within 5 (five) Business Days.
- 4.5.2 The subscription, remaining Minimum Term, and remaining Warranty Period for each Unit continue uninterrupted following a Vehicle or Asset transfer.
- 4.5.3 Unauthorised physical relocation or reinstallation of a Unit voids the hardware warranty. A transfer administration fee applies per Unit, as set out in Annexure A.

4.6 Vehicle or Asset Sold, Written Off, or Disposed Of

⚠ DUTY TO NOTIFY: Failure to notify the Company of any vehicle or asset disposal results in continued Service Fee liability and exposure to replacement cost claims across all affected Units.

- 4.6.1 The Client must notify the Company in writing within 48 (forty-eight) hours of any Vehicle or Asset in its fleet being: (a) sold, traded in, transferred, or otherwise disposed of; (b) written off or declared an insurance total loss; (c) repossessed by a financial institution.
- 4.6.2 On disposal of a Vehicle or Asset, the Client must either: (a) submit a transfer request under clause 4.5 to allocate the Unit to a replacement Vehicle or Asset; or (b) cancel that Vehicle's or Asset's subscription in accordance with Section 7.
- 4.6.3 If the Client disposes of a Vehicle or Asset without notifying the Company: (a) Service Fees for that Vehicle or Asset continue to accrue until formal written cancellation is received; (b) for rental Units — the Client is liable for the full Replacement Value if the Unit is not recovered within 10 (ten) Business Days of written demand; (c) Liquidated Damages for the remaining Minimum Term of the affected Vehicle remain enforceable; (d) the Company may deactivate the Unit at any time upon becoming aware of the disposal.
- 4.6.4 The new owner of any sold or transferred Vehicle or Asset acquires no rights under this Agreement. The Client indemnifies the Company against any claim by a new owner arising from continued tracking of the Vehicle or Asset following disposal without notification.

4.7 Add-on Services

- 4.7.1 The Client may subscribe to optional Add-on Services as selected in the Application Form, including: Extended Warranty (extends hardware warranty from 12 to 24 months from Effective Date); Panic Button (best-efforts emergency alert — not a substitute for emergency services, see clause 4.7.2); Bureau Service (active fleet monitoring — see clause 4.7.3).
- 4.7.2 Panic Button: activation triggers an alert to the Company's response centre for a best-efforts response. False activations may attract a call-out fee as set out in Annexure A. The Company is not liable for failure to dispatch a physical response within any specific time.
- 4.7.3 Bureau Service: the Company's bureau team will monitor configured fleet exception alerts during the hours specified in the Service Schedule. The Bureau Service is a monitoring and notification service only. The Company is not liable for loss arising from a failure to detect or respond to an alert where reasonable care has been exercised in operating the monitoring systems.

5. DATA PROCESSING AGREEMENT — POPIA OPERATOR FRAMEWORK

✓ This section constitutes a binding Data Processing Agreement (DPA) under POPIA section 21. ACM Track's inclusion of this DPA in its business T&C is ahead of all three major competitors (Tracker, Cartrack, Netstar).

△ *As the fleet operator and employer, the Client is the Responsible Party for its employees' and drivers' personal information. ACM Track acts as Operator and processes that data only on the Client's instructions.*

5.1 Roles

- 5.1.1 The Client is the Responsible Party: it determines the purpose and means of processing its drivers' location data, Driver Behaviour Data, and other personal information generated by the Service.
- 5.1.2 The Company is the Operator: it processes such personal information only on the Client's behalf and in accordance with the Client's documented instructions and the terms of this DPA.

5.2 Client Obligations as Responsible Party

- 5.2.1 Before activating the Service for any Vehicle, the Client must:
 - 5.2.1.1 establish a lawful basis for processing each driver's location data and Driver Behaviour Data (whether consent, legitimate interests, or a legal obligation under applicable transport or labour law);
 - 5.2.1.2 provide each driver with a privacy notice disclosing: the installation of a GPS tracking device; the categories of data collected; the purposes; the retention period (12 months rolling); and their data subject rights;
 - 5.2.1.3 maintain records of driver acknowledgements of the privacy notice;
 - 5.2.1.4 maintain a written fleet monitoring policy accessible to all drivers;
 - 5.2.1.5 ensure that use of Driver Behaviour Data in any disciplinary proceeding complies with the Labour Relations Act and Basic Conditions of Employment Act.
- 5.2.2 The Client indemnifies the Company against any claim, loss, or penalty arising from the Client's failure to comply with its obligations as Responsible Party.

5.3 Company Obligations as Operator

- 5.3.1 The Company undertakes to:
 - 5.3.1.1 process personal information only in accordance with the Client's documented instructions and these terms;
 - 5.3.1.2 implement appropriate technical and organisational security measures per POPIA section 19;
 - 5.3.1.3 notify the Client within 72 hours of any actual or suspected breach affecting the Client's data;
 - 5.3.1.4 not engage any sub-processor without the Client's prior written consent;
 - 5.3.1.5 assist the Client in responding to data subject requests received from drivers or employees;
 - 5.3.1.6 delete or return all personal information on termination of this Agreement, at the Client's election.

5.4 Retention

- 5.4.1 Location and Driver Behaviour Data: retained 12 months rolling, then deleted. Contract and identity data: retained 5 years post-termination.

5.5 RICA — SIM Registration

- 5.5.1 The Client must provide all documentation required for RICA registration of each SIM card installed in the fleet's GPS Units before service activation.

6. PAYMENT TERMS

△ *CPA s.49 NOTICE: The following payment obligations are material to this Agreement. Please read them carefully.*

8.1 Monthly Service Fee

- 8.1.1 The Service Fee is payable monthly in advance by debit order from the Client's nominated bank account. The first month's fee will be pro-rated from the Effective Date.
- 8.1.2 The Client authorises the Company to collect the Service Fee by way of a DebiCheck or NAEDO debit order mandate. The Client must ensure sufficient funds are available in the nominated account on the debit order date.
- 8.1.3 The Client must notify the Company in writing of any change to banking details at least 10 (ten) Business Days before the next debit order date.

8.2 Failed or Returned Debit Orders

- 8.2.1 If a debit order is returned unpaid for any reason, the Client will be charged an administration fee of R150.00 (excl. VAT) per returned transaction, in addition to any bank charges incurred.
- 8.2.2 The Company may re-present the debit order or use any other lawful collection method to recover outstanding amounts.
- 8.2.3 Non-payment for more than 7 (seven) days entitles the Company to suspend the Service in terms of Section 13 without prejudice to its right to claim the full outstanding amount.

8.3 Fee Escalations

- 8.3.1 The Company may increase the Service Fee annually, effective 1 March each year, by the lesser of (a) 10% or (b) the South African Consumer Price Index (CPI) for the preceding 12-month period as published by Statistics South Africa.
- 8.3.2 The Company will provide at least 30 (thirty) calendar days' prior written notice of any fee increase. The Client may cancel the Agreement in accordance with Section 9 if the increase is unacceptable.
- 8.3.3 Fees quoted are exclusive of VAT. VAT will be charged at the rate applicable at the time of invoicing.

8.4 Invoice Disputes

- 8.4.1 The Client must raise any dispute regarding an invoice in writing within 12 (twelve) months of the invoice date. Disputes raised after this period will not be considered.
- 8.4.2 Raising a bona fide invoice dispute does not entitle the Client to withhold undisputed amounts.

7. MINIMUM TERM, RENEWAL, AND CANCELLATION

△ NOTE: The CPA consumer cancellation fee does NOT apply to business clients. Business cancellation during the Minimum Term attracts Liquidated Damages equal to the remaining monthly fees for the unexpired term.

7.1 Minimum Term (Free-Fitment Units)

- 7.1.1 Where the GPS Unit is provided on a free-fitment (subsidised) basis, each Vehicle on the Vehicle Schedule is subject to a Minimum Term as set out therein (typically 24 (twenty-four) months from the Vehicle's Effective Date).

7.2 Month-to-Month (Purchase Option)

- 7.2.1 Where the Client purchases the GPS Unit outright, there is no Minimum Term. The Agreement is month-to-month from the Effective Date, terminable on 1 (one) calendar month's written notice.

7.3 Renewal After Minimum Term

- 7.3.1 On expiry of the Minimum Term, each Vehicle's subscription automatically renews on a month-to-month basis unless either party gives 1 (one) calendar month's written notice before the Minimum Term expires or at any time thereafter.

7.4 Cancellation During the Minimum Term

△ EARLY TERMINATION: Cancellation of any Vehicle during its Minimum Term results in Liquidated Damages equal to the monthly Service Fee for that Vehicle multiplied by the unexpired months remaining. This is a genuine pre-estimate of the Company's loss, consistent with Tracker's business T&C approach.

- 7.4.1 The Client may cancel any Vehicle's subscription during the Minimum Term by giving 20 (twenty) Business Days' written notice. Upon such cancellation:
 - 7.4.1.1 All accrued and unpaid Service Fees for that Vehicle are immediately payable;

7.4.1.2 Liquidated Damages equal to the monthly Service Fee for that Vehicle multiplied by the number of whole calendar months remaining in the Minimum Term are immediately payable;

7.4.1.3 The Unit must be returned within 10 (ten) Business Days (if rented) or deactivated from the platform.

7.5 Vehicle Sold, Written Off, or Repossessed

7.5.1 The Agreement does not automatically terminate upon sale, write-off, or repossession of any Vehicle. The Client must notify the Company within 48 hours.

7.5.2 If a Vehicle is confirmed stolen and unrecovered: that Vehicle's subscription terminates at the end of the calendar month of theft. No Liquidated Damages apply in this circumstance only.

8. INSTALLATION

8.1 Fleet installations are scheduled per the Vehicle Schedule. The Client must make each Vehicle available with its registration papers at the agreed time and location.

8.2 A no-show fee of R350 (excl. VAT) per Vehicle applies for missed appointments without 24 hours' notice.

8.3 Each Vehicle must be tested on the ACM Destiny platform within 5 (five) Business Days of installation. The Client's fleet manager must confirm that each Vehicle is visible on the platform.

9. HARDWARE WARRANTY

⚠ CPA s.49 NOTICE: The warranty provisions below define the extent of your rights in relation to defective hardware. Exclusions apply — read carefully.

9.1 Warranty Coverage

9.1.1 The Company warrants that the Unit will be free from defects in materials, workmanship, and design for a period of 12 (twelve) months from the Effective Date ("Hardware Warranty Period"). The Warranty Period may be extended to 24 (twenty-four) months where the Client has subscribed to the Extended Warranty Add-on as set out in the relevant Services section of this Agreement.

9.1.2 Installation workmanship is warranted for 12 (twelve) months from the Effective Date ("Installation Warranty Period").

9.1.3 During the applicable Warranty Period, the Company will repair or replace any defective Unit at no cost to the Client. Replacement units may be new or refurbished of equivalent specification.

9.2 Warranty Exclusions

9.2.1 The warranty does not apply where the defect or damage is caused by:

9.2.1.1 tampering, unauthorised modification, or repair by any person other than a Company-approved technician;

9.2.1.2 physical damage caused by accident, collision, or vehicle damage;

9.2.1.3 water damage, electrical surges, or exposure to extreme temperatures;

9.2.1.4 fair wear and tear through normal use;

9.2.1.5 use contrary to the Company's instructions or guidelines.

9.2.2 Where the warranty does not apply, the Company will provide a quotation for repair or replacement at the Client's cost, using the Company's standard rates prevailing at the time.

9.3 Warranty Claims

9.3.1 To make a warranty claim, the Client must contact the Company on info@acmtrack.com or +27 10 594 0607, provide the IMEI of the affected Unit, and describe the defect.

9.3.2 The Client must make the Vehicle available for inspection at an agreed time and place. A no-show fee of R350 (excl. VAT) applies if the Client fails to present the vehicle at the agreed time without 24 hours' notice.

10. STOLEN VEHICLE RECOVERY — SPECIFIC CONDITIONS

⚠ SVR is a best-efforts service only. Vehicle recovery is not guaranteed and the Company bears no liability for unrecovered Vehicles.

10.1 Prerequisites

10.1.1 SVR will only be activated where: (a) the Client's account is active with no arrear amounts; (b) the theft or hijacking has been reported to SAPS and a case number has been provided to the Company; (c) the Company is notified within 48 hours of the incident; and (d) the Unit is transmitting a detectable GPS signal.

10.2 Operations and Limitations

10.2.1 Recovery operations are conducted in cooperation with SAPS and/or approved private security. The Company does not conduct armed recoveries.

10.2.2 SVR is available within the Republic of South Africa only. The Company offers no cross-border recovery services.

10.2.3 The Company is not liable for failure to recover the Vehicle or for damage to the Vehicle during recovery operations.

11. LIABILITY

⚠ CPA s.49 NOTICE: This section limits the Company's liability. Please read it carefully. Nothing in this clause limits liability for gross negligence, wilful misconduct, or consumer rights under the CPA.

11.1 Limitation of Liability

11.1.1 To the maximum extent permitted by law, the Company's total aggregate liability to the Client in connection with this Agreement — whether in contract, delict, or otherwise — shall not exceed the total Service Fees paid by the Client in the 12 (twelve) months immediately preceding the event giving rise to the claim, subject to a minimum floor of R1,500.00 (excl. VAT).

11.1.2 The Company shall not be liable for any indirect, special, incidental, consequential, or punitive loss or damages, including loss of income, loss of profits, loss of business, or loss of data.

11.1.3 The Company provides no guarantee that the Service will prevent theft, hijacking, or damage to the Vehicle or its occupants.

11.1.4 The Company is not liable for the loss, corruption, unavailability, or incomplete capture of video footage, recordings, or telematics data, including where such loss arises from storage capacity limitations, cellular or satellite connectivity failure, device malfunction, power interruption, or third-party platform outages.

11.1.5 Nothing in this clause limits the Company's liability for: (a) gross negligence or wilful misconduct; or (b) death or bodily injury caused by the Company's negligence.

11.2 Claim Notification — Time Bar

11.2.1 The Client must notify the Company in writing of any claim arising from or related to this Agreement within 12 (twelve) months of the date on which the Client became aware, or ought reasonably to have become aware, of the event or circumstance giving rise to the claim.

11.2.2 Any claim not notified within this 12-month period shall be irrevocably time-barred and the Client waives all rights to pursue such claim, to the maximum extent permitted by applicable law including the Prescription Act 68 of 1969.

11.3 Network and Third-Party Dependencies

11.3.1 The Service depends on third-party cellular networks and GPS satellite systems. The Company is not liable for service interruptions, delays, or failures caused by network unavailability, poor signal coverage, or GPS satellite outages.

11.3.2 If a service disruption attributable to the Company's infrastructure (excluding third-party networks) persists for more than 30 (thirty) continuous calendar days, the Client may cancel the Agreement without penalty, on 20 (twenty) Business Days' written notice.

11.4 Client Indemnity

- 11.4.1 The Client indemnifies and holds the Company harmless from and against any and all claims, damages, losses, costs, and expenses (including legal costs on an attorney and client scale) suffered or incurred by the Company arising from:
 - 11.4.1.1 The Client's breach of any obligation under RICA, POPIA, or any other applicable law in connection with the recording, processing, or use of Footage or Data;
 - 11.4.1.2 The Client's use of Footage in any legal, disciplinary, employment, or insurance proceeding without proper authorisation or disclosure required by law;
 - 11.4.1.3 The Client's failure to inform drivers, passengers, or other occupants of the recording capability of the Camera System where required by law or employment agreement;
 - 11.4.1.4 Any fraudulent, negligent, or false activation of the Stolen Vehicle Recovery (SVR) function by the Client or any person acting on the Client's behalf.

12. SUSPENSION OF SERVICES

- 13.1 The Company is entitled to suspend the Service (without terminating the Agreement) in any of the following circumstances:
 - 13.1.1 The Client fails to pay any amount due for more than 7 (seven) days after the due date and fails to remedy the default within 3 (three) Business Days of written notice from the Company;
 - 13.1.2 The Client is in material breach of any other provision of this Agreement and fails to remedy that breach within 14 (fourteen) days of written notice;
 - 13.1.3 The Company is required to suspend services by a regulatory authority, court order, or law enforcement agency;
 - 13.1.4 There are reasonable grounds to believe the Service is being used unlawfully or in a manner that endangers persons or property.
- 13.2 During suspension, the Service Fee continues to accrue and is payable by the Client.
- 13.3 The Company will restore the Service within 5 (five) Business Days of the cause of suspension being remedied and any applicable reinstatement fee being paid.

13. FORCE MAJEURE

- 14.1 Neither party shall be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay is caused by a Force Majeure event.
- 14.2 The party affected by a Force Majeure event must notify the other party in writing within 48 (forty-eight) hours of the event occurring, describing the event and its anticipated duration.
- 14.3 If a Force Majeure event prevents the Company from providing the Service for more than 30 (thirty) continuous calendar days, the Client may cancel the Agreement without penalty or early cancellation fee, on 20 (twenty) Business Days' written notice to the Company.
- 14.4 For the avoidance of doubt, load-shedding or national electrical grid disruptions shall constitute a Force Majeure event to the extent they prevent delivery of the Service; however, the Company will use reasonable endeavours to maintain service continuity through backup systems where available.
- 14.5 A Force Majeure event does not excuse either party from paying amounts already due and owing.

14. COMMERCIAL TERMS

- 14.1 VAT: All fees are exclusive of VAT, charged at the applicable rate at time of invoicing.
- 14.2 Fleet Pricing: Where the Client subscribes for 5 or more Vehicles, fleet pricing may apply as agreed in writing. Fleet pricing does not alter Minimum Term or cancellation obligations per Vehicle.
- 14.3 Authorised Users: The Client is responsible for ensuring Authorised Users comply with this Agreement. Breach by any Authorised User shall be treated as a breach by the Client.
- 14.4 Credit Assessment: The Company may conduct a credit assessment before activating the Service.
- 14.5 Proof of Debt: A certificate signed by a director or manager of the Company stating the amount owed shall be prima facie proof of the debt in the absence of manifest error.

15. SURETYSHIP

⚠ The director, member, partner, or trustee signing the Suretyship section binds themselves personally as surety and co-principal debtor for ALL obligations of the Client.

- 15.1 The Surety binds themselves as surety and co-principal debtor, in solidum with the Client, for the Client's full and punctual performance of all obligations under this Agreement, including but not limited to: all Service Fees, Liquidated Damages, replacement costs, and legal costs.
- 15.2 The Surety renounces the benefit of excussion and division.
- 15.3 The suretyship is a continuing guarantee and survives any variation, extension, or novation of this Agreement.
- 15.4 The Surety's obligations continue notwithstanding the dissolution, deregistration, liquidation, or business rescue of the Client.
- 15.5 Rental Equipment — For the avoidance of doubt, and without limiting the generality of clause 15.1, where the Client has elected to rent any Unit/s: the replacement cost of any rental Unit not returned or returned in a damaged condition on termination of this Agreement forms part of the guaranteed obligations. The Company may proceed against the Surety directly for such replacement costs without first obtaining judgment against the Client or exhausting any other remedy.

16. DISPUTE RESOLUTION

- 16.1 In the event of any dispute arising from or relating to this Agreement, the parties shall first attempt to resolve the dispute by good-faith negotiation within 14 (fourteen) Business Days of one party notifying the other of the dispute in writing.
- 16.2 If the dispute remains unresolved after the negotiation period, either party may refer the matter to non-binding mediation administered by the Arbitration Foundation of Southern Africa (AFSA) or such other mediator as the parties may agree in writing.
- 16.3 If mediation fails or is declined by either party, the dispute shall be finally resolved by the courts of the Republic of South Africa having jurisdiction over the matter. The parties consent to the jurisdiction of the Magistrates' Court, Randburg, and the High Court of South Africa, Gauteng Division.
- 16.4 Nothing in this section prevents either party from seeking urgent interim relief from a court of competent jurisdiction.

17. DOMICILIUM CITANDI ET EXECUTANDI AND NOTICES

17.1 Company's Address for Notices

- 17.1.1 Physical: 1 Carlbert Close, Sundowner, Randburg, Gauteng, 2188
- 17.1.2 Email: info@acmtrack.com
- 17.1.3 WhatsApp (secondary/informal communication only, NOT for legal notices): +27 60 330 4683

17.2 Client's Address for Notices

- 17.2.1 The physical and email address provided by the Client in the Application Form shall serve as the Client's domicilium citandi et executandi.
- 17.2.2 The Client must notify the Company in writing of any change of address or email. Until such notification is received and acknowledged, the Company may validly serve notices at the previously provided address.

17.3 Deemed Receipt of Notices

- 17.3.1 Notices shall be deemed received as follows:
 - 17.3.1.1 By hand: on the date of delivery;
 - 17.3.1.2 By email: on the first Business Day after transmission, provided no automated non-delivery notification is received by the sender within 24 hours;
 - 17.3.1.3 By registered post: 7 (seven) calendar days after the date of posting.

18. GENERAL

- 18.1 Entire Agreement: This Agreement, together with the Application Form and Annexures, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and understandings.
- 18.2 Variations: No amendment, variation, or addition to this Agreement shall be of any force unless reduced to writing and signed by authorised representatives of both parties.
- 18.3 Waiver: No waiver of any right under this Agreement shall be effective unless in writing. A waiver on any occasion shall not constitute a waiver of the same right on any future occasion.
- 18.4 Severability: If any provision of this Agreement is found to be invalid, unlawful, or unenforceable, that provision shall be severed from the Agreement and the remaining provisions shall continue in full force.
- 18.5 Cession and Transfer: The Company may cede, assign, or transfer any or all of its rights and obligations under this Agreement to any third party — including by way of securitisation, factoring, or the sale of the Company's business or a division thereof as a going concern — without requiring the Client's consent. In the case of a going-concern sale, the purchaser or transferee shall automatically assume all of the Company's obligations under existing Agreements, and this Agreement shall continue in full force binding the Client and the purchaser/transferee as if no transfer had occurred. The Client may not use such cession or transfer as a basis to cancel this Agreement. The Company shall provide the Client with written notice of such transfer as soon as reasonably practicable before or after completion. The Client may not cede or transfer its rights or obligations without the Company's prior written consent, which consent shall not be unreasonably withheld.
- 18.6 Governing Law: This Agreement is governed by and construed in accordance with the laws of the Republic of South Africa.
- 18.7 Headings: Section headings are for convenience only and do not affect interpretation.

ANNEXURE A — SCHEDULE OF FEES

All fees are in South African Rand (ZAR) and exclusive of VAT unless stated otherwise. Fees are indicative and subject to the amounts confirmed in the signed Application Form. Service Fees are updated annually in accordance with clause 8.3.

Description	Amount (ZAR)
Monthly Tracking Subscription — FMS (GPS, geofence, trip reports)	R [XXX] / month / vehicle
Monthly Tracking Subscription — FMS + SVR	R [XXX] / month / vehicle
Connection / Activation Fee (once-off per vehicle)	R [XXX]
Early Termination — Liquidated Damages	Monthly Fee × Months Remaining (per vehicle)
Failed Debit Order Administration Fee	R 150.00 (excl. VAT)
Unit Replacement Cost (unreturned/damaged rental)	At prevailing rate
No-show fee per vehicle (installation/repair)	R 350.00 (excl. VAT)
Annual Fee Escalation (effective 1 March)	CPI or 10%, whichever is lower

All amounts exclusive of VAT. Per-vehicle pricing is confirmed in the Vehicle Schedule attached to each signed Agreement.

SIGNATURE PAGE

By signing below, the parties confirm that they have read, understood, and agree to the terms of this Agreement in their entirety.

FOR AND ON BEHALF OF THE CLIENT

Full legal name: _____

ID number: _____

Capacity (director/member/partner): _____

Signature: _____ Date: _____

Witness signature: _____ Date: _____

Witness full name: _____

SURETY DECLARATION — SECTION 16

I, the undersigned, bind myself as surety and co-principal debtor to ACM Track in terms of Section 16 of this Agreement.

Full name: _____ ID number: _____

Signature: _____ Date: _____

Witness: _____

FOR AND ON BEHALF OF ACM TECHNOLOGY CC T/A ACM TRACK

Authorised signatory: _____

Signature: _____ Date: _____

STAMP / COMPANY SEAL (if applicable):
