

MiX RECOVERY PROTECT STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. **"False Incident"** means as set out in the MiX Master Service Agreement
- 1.2. **"Registered Insurer"** means a provider of insurance which is registered with the Financial Sector Conduct Authority of South Africa or any successor regulatory body
- 1.3. **"Recovery"** means as set out in the MiX Master Service Agreement
- 1.4. **"SAPS"** means the South African Police Service

2. CUSTOMER'S OBLIGATIONS AND ACKNOWLEDGEMENTS

- 2.1. It is the Customer's responsibility to make the Asset/Vehicle available at a Fitment Centre to have the Unit installed.
- 2.2. The Customer must ensure that the same Unit remains fitted in the same Asset/Vehicle as at the Effective Date.
- 2.3. Customer is not permitted to remove, or allow the removal of, the Unit from the Vehicle/Asset at any time during this Agreement, other than in accordance with the provisions of clauses 2.4 or 2.7.
- 2.4. The relevant Mobile Application (App) as applicable from time to time must be downloaded on your mobile device, and the Customer must ensure that it is functional.
- 2.5. Testing of the unit must be carried out once every 30 days. In the event an error/malfunctioning is detected, the Asset/Vehicle must be made available to MiX Telematics within 2 (two) Business Days for inspection.
- 2.6. All Assets/Vehicles must be appropriately licensed and not expired.
- 2.7. When the Asset/Vehicle is lost, stolen, or hi-jacked but subsequently recovered, the Customer must, within 24 (twenty-four) hours (or the next Business Day after the 24 (twenty-four) hour period of recovery of the Asset/Vehicle and at the Customer's cost, take the Asset/Vehicle to a Fitment Centre. The installation, testing, repair or removal and replacement of Unit will be at the cost of MiX Telematics unless the provisions of clause 2.8 are applicable.
- 2.8. If the Unit is malfunctioning due to liquid damage, accident damage, tampering or due to the Customer or any other third party's negligence, the Customer will be liable for the installation, testing, repair or removal and replacement cost of the Unit, and such payment is payable directly to the Fitment Centre unless otherwise agreed by MiX Telematics.
- 2.9. If the period referred to in clause 2.5 or 2.7 lapses and the Customer fails to take the Asset to a Fitment Centre as required, and MiX Telematics is not able to recover the Asset/Vehicle, then MiX Telematics will not be liable to the Customer for any loss or damage to the Asset/Vehicle whatsoever and is not obliged to make payment in terms of clause 5.
- 2.10. The Customer will notify MiX Telematics within 60 (sixty) minutes of becoming aware of loss, theft, or hijacking, by phoning 0800 111 322. The Customer must report the loss of the Asset/Vehicle to the appropriate SAPS within a period of not more than 8 (eight) hours. At MiX Telematics' request, provide the relevant case number obtained from the SAPS and the location of the SAPS at which the incident was reported.
- 2.11. The Customer will not raise or cause False Incidents.
- 2.12. Upon recovery, the Asset/Vehicle shall be made available to SAPS or any other legitimate authority. The Customer agree to make yourself available to identify the Asset/Vehicle if required by SAPS. If travel and accommodation is required, it shall be at the cost of the Customer.
- 2.13. If the Asset/Vehicle needs to be repatriated to South Africa it shall be the Customers responsibility and at the Customers cost.
- 2.14. In the event that the Customer received a preferential rate agreed with their Registered Insurer and the Customer subsequently changes to different Registered Insurer with whom MiX Telematics does not have a preferential agreement, MiX Telematics reserves the right to amend the Service Fee to the then prevailing rate.

3. MiX TELEMATICS' OBLIGATIONS

- 3.1. When the Customer, the Emergency Contact or SAPS report the Asset as lost, stolen or hi-jacked to us, MiX Telematics undertake to use our best endeavours to ensure that MiX Telematics locate

and recover the Asset within a period of 30 (thirty) Business Days of such report.

- 3.2. If MiX Telematics is not able to recover the Asset within a period of 30 (thirty) Business Days, MiX Telematics will, subject to (i) receipt of the documents specified in clause 3.3, (ii) and the outcome of the investigation make payment in terms of clause 5.
- 3.3. To enable MiX Telematics to effect payment, the Customer must provide us, without delay:
 - 3.3.1. the SAPS case number;
 - 3.3.2. a copy of the licence of the driver of the Asset/Vehicle in respect of which a claim is being made;
 - 3.3.3. a copy of the SAPS document form 21 (non-recovery report) or equivalent replacement document as issued by SAPS from time to time; and
 - 3.3.4. where the Customer has insured the Asset/Vehicle, proof of submission of a claim to the Registered Insurer.
- 3.4. If MiX Telematics suspect that a False Incident was reported (irrespective of whether MiX Telematics was supplied with a SAPS case number or not) MiX Telematics will be under no obligation whatsoever to deliver the Service.
- 3.5. The Service will only be provided when the Asset is situated within the Republic of South Africa at the time the Asset/Vehicle is lost, stolen, or hi-jacked.
- 3.6. Upon recovery, the Asset/Vehicle shall be made available to the SAPS or any other legitimate authority.
- 3.7. MiX Telematics will not provide the Service, replace the Unit, or affect any payment if the Customer is in breach of this Agreement or if monthly fees are in arrears.

4. INVESTIGATION

- 4.1. MiX Telematics will conduct or instruct a third party on its behalf to conduct, an investigation into the circumstances surrounding the loss, theft, or hi-jacking of the Asset/Vehicle.
- 4.2. MiX Telematics will request, and the Customer will be obliged to provide a written statement as determined by MiX Telematics in its sole discretion, and in the format of an oath or affidavit which states, amongst other things, the circumstances pertaining to the loss, theft, or hijacking of the Asset; such request will be made within 7 (seven) days of the Asset/Vehicle being reported as lost, stolen or hi-jacked.
- 4.3. MiX Telematics will conduct the investigation within the same period of 30 (thirty) Business Days (as contemplated in clause 3.1) and the outcome of such investigation will be communicated to the Customer within such time.
- 4.4. The Customer agrees to make themselves available to MiX Telematics and/or to the third-party investigator, to assist with the investigation in any manner necessary including but not limited to submitting yourself to a polygraph test.
- 4.5. Failure to constructively participate in and/or with the investigation will result in the repudiation of the claim.
- 4.6. If the Customer is required to travel it shall be at the Customer's own cost including accommodation.
- 4.7. Customer also agree that the finding of the investigation will be *prima facie* proof of the circumstances that occurred regarding the loss, theft, or hi-jacking of the Asset.
- 4.8. The Customer is entitled to dispute the finding of the investigation.

5. PAYMENT AND LIMITATIONS

- 5.1. MiX Telematics shall make payment directly to the Customer within 30 (thirty) Business Days after the conclusion of the investigation (refer section 4) unless the Customer has a different agreement with Registered Insurer that payment shall be made directly to the Registered Insurer. Payment, will be limited to:
 - 5.1.1. R200,000.00 (two hundred thousand Rand) including VAT is subject to applicable product package and Service Fees;
 - 5.1.2. R750,000 (seven hundred and fifty thousand Rand) subject to applicable product package and Service Fees; or
 - 5.1.3. an amount agreed to between MiX Telematics and your Registered Insurer, if applicable.
- 5.2. MiX Telematics will not make payment if the Customer is in breach of any of the provisions of this Agreement, in arrears with monthly fees, it was a False Incident or the loss, theft or hijacking was not bona fide, genuine or the Customer was directly or indirectly involved with the loss, theft, or hijacking

- 5.3. No Service will be provided, or Unit replaced if the Customer's account is in arrears
- 5.4. The Service may be suspended if the Customer's account is in arrears.
- 5.5. The payment by MiX Telematics is limited to the Asset/Vehicle itself and MiX Telematics will not be liable for any payment or claim in respect of the contents of the Asset.
- 5.6. For the avoidance of doubt, if MiX Telematics recovers the Asset/Vehicle (in whole or in part and no matter in what condition the Asset is in) within the time as contemplated in clause 3.1, MiX Telematics will make no payment in terms of this agreement.
- 5.7. If the Asset/Vehicle is recovered after MiX Telematics has made payment as contemplated in clause 3.2, the Customer is obligated to transfer ownership of the Asset/Vehicle to MiX Telematics. In such instances, where the Customer does not transfer ownership of the Asset/Vehicle to MiX Telematics, the Customer will be obliged to refund the amount paid in terms of this agreement adjusted for reasonable depreciation.
- 5.8. If MiX Telematics contacts the Customer following receipt by the MiX Telematics control centre of any loss, theft or hi-jacking notification and the Customer confirm that the Asset/Vehicle is secure, notwithstanding that the Asset had in fact at that stage been lost, stolen, or hi-jacked, MiX Telematics will not make any payment in terms of this agreement.

6. FEES AND PAYMENT

- 6.1. In the event of MiX Telematics suspending the Service, MiX Telematics reserve the right to continue to charge the Customer to keep your account activated for the period of suspension.
- 6.2. Should we, in our sole discretion, act on a request from the Customer or the Emergency Contact to recover the Asset/Vehicle, which turns out to be a False Incident, the Customer will be liable for any cost associated with the False Incident, including the cost associated with a recovery, which will be collected via your Debit Order.
- 6.3. Should we, in our sole discretion, act on a request from the Customer or the Emergency Contact to recover the Asset/Vehicle, the Customer will be liable for any cost associated with the Recovery, which will be collected via your Debit Order.
- 6.4. Should any act or omission by the Customer result in excessive charges being levied against MiX Telematics, MiX Telematics will charge the Customer for the actual costs MiX Telematics incurred as a result.