

EYESON SERVICE AGREEMENT

1. APPOINTMENT

The subscriber hereby employs EyesOn to provide response tracking and recovery service of stolen or hijacked vehicles (the EyesOn) service to the subscriber and EyesOn agrees to do so upon the terms and conditions set forth in this agreement.

2 TERM

Subject to the provisions of this agreement the Subscriber's obligation under this agreement shall take effect upon the date of signature by the Subscriber and EyesOn, and shall continue indefinitely unless terminated by either party by the giving of 2 (two) calendar months written notice of termination.

3 THE EQUIPMENT

- 3.1 Notwithstanding the provisions of clause 2 hereof, the parties Agree that the EyesOn service can not be invoked unless the Equipment is properly installed in the vehicle referred to on the face page hereof, by a EyesOn approved person and such equipment is programmed, enabled and functioning to its manufacturers specification. Only EyesOn approved equipment may be used for purposes of this agreement.
- 3.2 The equipment and installation thereof shall carry a 12 month warranty, fair wear and tear accepted. Any maintenance and or repairs required in terms of this warranty shall be carried out by an Eye On person.
- 3.3 The Subscriber may by prior agreement with the EyesOn control centre test the equipment at any reasonable time. The subscriber shall be entitled to four free tests per month. Additional tests may be provided for which the Subscriber shall be liable to pay EyesOn a fee determined in accordance with EyesOn standard rates applicable from time to time. Notwithstanding any contrary provisions contained in this agreement, EyesOn (but not the Subscriber) shall be relieved of its obligations under this agreement during any period in which the equipment is not functioning due to circumstances beyond the EyesOn reasonable control.
- 3.4 The Subscriber shall notify the EyesOn control centre immediately of every signal of the equipment, which has been accidentally or unintentionally activated.
- 3.5 The Subscriber undertakes to use the equipment and the EyesOn service strictly in accordance with the provisions of the EyesOn terms and conditions as posted on the EyesOn website (www.trackingsa.com) and it may change from time to time, provided the provisions of this agreement shall supersede all conflicting provisions set forth in such literature. The Subscriber shall not alter or modify the equipment in any way.
- 3.6 All risk of loss and damage to the equipment shall from the date of installation by an EyesOn approved person pass to the Subscriber.

4 TERRITORY

- 4.1 The EyesOn service is available only within the areas of Southern Africa where the EyesOn service is commercially available. EyesOn shall not unless otherwise provided for in this agreement be obliged to render any of the EyesOn services outside the territory.

5 FEES AND CHARGES

- 5.1 As consideration for EyesOn undertaking to provide the EyesOn service, the Subscriber shall pay EyesOn the monthly fee referred to in the transaction schedule on the face page hereof plus all increases thereto pursuant to 5.2 monthly in advance on or before the 7th (seventh) day of each month or such earlier date as specified in a debit order authorization contained in the transaction schedule provided that the first such monthly subscription fee shall be paid upon conclusion of this agreement

- 5.2 EyesOn will increase the monthly subscription fee at the beginning of each new year on the 1st (first) of January, with no written notice to the Subscriber.
- 5.3 If as a result of a signal from the equipment, or at the Subscribers instance or request or the request of any authorized representative of the Subscriber or any authorized user of the vehicle, EyesOn or any of its subcontractors renders any service not otherwise required of it in terms of this agreement, the Subscriber shall pay EyesOn an amount determined in accordance with the EyesOn standard rates for any such service rendered.
- 5.4 The Subscriber shall not be entitled to withhold payment of any amounts due under the agreement because the equipment is damaged or cannot be operated or used.
- 5.5 Should the Subscriber fail to pay any amount in terms of or arising from this agreement on due date then such overdue amount shall bear interest at the maximum interest rate per annum stipulated from time to time as allowed by law.
- 5.6 The subscriber shall in addition to the monthly subscription fee pay Value Added Tax there on at the rate applicable or any other tax or charge which may be imposed by legislation.
- 5.7 The Subscriber shall be responsible for the payment of all legal costs as between attorney and his own client incurred by EyesOn in successfully enforcing any action pursuant to this agreement including that of collection of outstanding debt to EyesOn by the Subscriber.

I the undersigned have read and understood this agreement and understand the contents and agree to abide by the said conditions.

Signed at

on the of..... 2007.

Signature of Subscriber

Print name of Subscriber

(Please attach copy of ID doc, driver's license, Water and Lights account, Latest clothing or other account, and bank statement or canceled tjeque to application)