

BestTrack Telematics Solution General Terms and Conditions (the “Telematics Agreement”)

The following terms and conditions shall govern the provision of the BestTrack Telematics Solution by Prime Technologies (Pte) Ltd (“Prime Technologies”) to the Customer (as defined below). Prime Technologies and the Customer shall be referred to as “Parties” and each a “Party”.

The terms and conditions of Telematics Agreement, as amended, varied or supplemented from time to time, shall override any terms and conditions stipulated, incorporated or referred to by the Customer whether in any marketing material or elsewhere unless expressly agreed in writing between the parties.

1. Definitions and Interpretation

“Anti-Bribery Laws” means the United States Foreign Corrupt Practices Act of 1977 and the United Kingdom Bribery Act 2010 (as amended from time to time) and all other applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, facilitation payments or other benefits to, any Government Official or any other person.

“Affiliate” means a Party’s ultimate parent company or a legal entity which the Party or the Party’s ultimate parent company directly or indirectly, through one or more intermediaries, controls. For this purpose: (i) a company is directly controlled by another company or companies if that latter company beneficially owns or those latter companies together beneficially own fifty per cent (50%) or more of the voting rights attached to the issued share capital of the first mentioned company; and (ii) a company is indirectly controlled by another company or companies if a series of companies can be specified, beginning with that latter company or companies and ending with the first mentioned company, so related that each company of the series (except the latter company or companies) is directly controlled by one or more of the companies earlier in the series.

“Charges” means the Subscription Fees and any other charges as set out in Offer Form to be paid by the Customer in connection with the Telematics Solution and any other reasonable charges notified to the Customer by Prime Technologies at any time and from time to time.

“Consequential Loss” means (a) indirect or consequential losses; and (b) loss of production, loss of product, loss of use, and loss of revenue, profit, or anticipated profit, whether direct, indirect, or consequential, and whether or not the losses were foreseeable at the time of entering into the Telematics Agreement.

“Customer” means any body corporate, partnership, group, firm or other person(s) that has agreed to subscribe to the BestTrack Telematics Solutions.

“Data” means in relation to either party whose data is required to be stored pursuant to this Telematics Agreement (a “Data Controller”), means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:

- (i) supplied to the other party by or on behalf of the Data Controller or to the Data Controller by or on behalf of the other party; or
- (ii) generated, processed, stored or transmitted by the Data Controller pursuant to this Telematics Agreement.

“Driver ID and Driver Fob” means driver identification enabled devices which may include but are not limited to a buzzer, iButton reader and an iButton fob which is used to identify an individual driver of the Customer.

“Effective Date” means the date on which the first Hardware is installed on the Customer’s first Vehicle for the Telematics Solution.

“Government Official” means any official or employee of any government, or any agency, ministry, department of a government (at any level), person acting in an official capacity for a government regardless of rank or position, official or employee of a company wholly or partially controlled by a government (for example, a state owned oil company), political party and any official of a political party; candidate for political office, officer or employee of a public international organisation, such as the United Nations or the World Bank, or immediate family member (meaning a spouse, dependent child or household member) of any of the foregoing.

“Hardware” means any hardware required to enable the Telematics Solution delivery to the Customer (which may include but is not limited to the following: telematics “dongle”, antenna and power supply as specified by the Customer as well as any Driver ID and Driver Fob, or any other hardware as required), which shall be installed in a Vehicle to enable the provision of the Telematics Solution. For the avoidance of doubt, this shall specifically include Rental Equipment as well as any hardware rented, leased and/or loaned to the Customer in accordance with this Telematics Agreement.

“HSSE” means health, safety, security and environment;

“HSSE Standards” means (a) all HSSE policies, manuals, standards, rules and procedures, as communicated by Prime Technologiesto the Customer at any time and from time to time;

“In-put Material” means all information, Data, materials, branding and any other IP Rights provided by the Customer for use in the Telematics Solution

“Insolvency Event” occurs when a Person (a) stops or suspends, or threatens to stop or suspend , payment of all or a material part of its debts, or is unable to pay its debts as they fall due; (b) ceases or threatens to cease to carry on all or a substantial part of its business; (c) begins negotiations for, starts any proceedings concerning, proposes or makes any agreement for the reorganization, compromise, deferral, or general assignment of, all or substantially all of its debts; (d) makes or proposes an arrangement for the benefit of some or all of its creditors of all or substantially all of its debts; (e) takes any step with a view to the administration, winding up or bankruptcy of that Person; (f) is subject to an event in which all or substantially all of its assets are subject to any steps taken to enforce security over those assets or to levy execution or similar process, including the appointment of receiver, trustee in bankruptcy, or similar officer; (g) is subject to any event under the law of any relevant jurisdiction that has an analogous or equivalent effect to any of the Insolvency Events listed above.

“IP Rights” means any of the following existing anywhere in the world:

- (i) copyright, design rights (registered or unregistered), patents, inventions, logos, business names, service marks and trade marks (registered or unregistered), internet domain names, moral rights, rights in databases, data, source code, reports, drawings, specifications, know how, business methods, trade secrets, semi-conductor rights, topography rights, whether registered or unregistered, rights in the nature of unfair competition and the right to sue for passing off;
- (ii) applications for registration, and the right to apply for registration, for any of these rights; and
- (iii) all other intellectual property rights and equivalent or similar forms of protection.

“Laws” means all applicable national, municipal or state statutes, ordinances or other laws (including but not limited to anti-bribery laws), regulations, by-laws or any rules, codes or directions or any license, consent, permit, authorization or other

approval required by any public body or authority, local or national agency, department, inspector, ministry, official or public or statutory person (whether autonomous or not).

“Offer Form” means the application form completed and/or signed by or on behalf of the Customer relating to the acceptance of the provision of the Services in accordance with this Telematics Agreement.

“Personal Data” means any information relating to an identified or identifiable individual, unless otherwise defined under applicable Laws related to the protection of individuals, the processing of such information, and security requirements for and the free movement of such information. For the avoidance of doubt, the Telematics Data contains Personal Data.

“Rental Equipment” means the any hardware leased by Customer from Prime Technologies which is required to enable the Telematics Solution delivery to the Customer (which may include but is not limited to the following: telematics “dongle”, antenna and power supply as specified by the Customer as well as any Driver ID and Driver Fob, or any other hardware as required), which shall be installed in a Vehicle to enable the provision of the Telematics Solution;

“Restricted Party” means (a) any person targeted by national, regional, or multilateral trade or economic sanctions under Applicable Laws; (b) any person designated on the United Nations Financial Sanctions List, European Union (EU) or EU Member State Consolidated Lists, US Department of Treasury Office of Foreign Assets Control Lists, US State Department Non-proliferation Sanctions Lists, or US Department of Commerce Denied Persons List, in force from time to time; or (c) any affiliates or related parties of such persons; and (d) any person acting on behalf of a person referred to in the foregoing.

“Related Party” means in relation to a Party

- (i) any of its Affiliates;
- (ii) any person employed by that Party or its Affiliates;
- (iii) any director or other officer of that Party or its Affiliates; and
- (iv) any person acting for or on behalf of that Party or its Affiliates.

“Services” means the telematic services provided by Prime Technologies to the Customer pursuant to this Telematics Agreement.

“Subscription Fees” means the cumulative monthly subscription fees payable by the Customer to Prime Technologies for the Services, which may vary depending on the nature of telematics services provided hereunder and as set out in the Offer Form;

“Telematics Agreement” means these BestTrack Telematics general terms and conditions, which govern the provision of the Services and purchase or lease of the Hardware and shall include any appendices, schedules and attachments, all as amended, varied or updated from time to time;

“Telematics Data” means any Data collected, collated or derived from the use of the Telematics Solution by the Customer;

“Telematics Solution” means the Hardware and Services provided under this Telematics Agreement;

“Unauthorized Purpose” has the meaning given to that term in Clause 7.1.

“Vehicle” means any vehicle legally owned, hired or leased by the Customer and which the Customer has designated for the installation of the Hardware.

“Working Day” means a day which is not a Saturday, Sunday or a Bank Holiday in Singapore.

“Working Hours” shall mean 0800 – 1800 Singapore Time on Working Days with the exception, to the extent relevant to the Services concerned, of any hours which are not considered to be working hours under any assumed contract.

2. Provision of Telematics Solution

- 2.1. Subject to acceptance by Prime Technologies of the Customer’s application for the Services, Prime Technologies agrees to provide the Telematics Solution to the Customer in accordance with this Telematics Agreement.
- 2.2. The Services by Prime Technologies may only be activated once the Customer has registered for the Services, and upon the necessary Hardware being installed.
- 2.3. The Services will be provided both via an internet portal (the “BestTrack Telematics Portal”) and/or a mobile phone application (“BestTrack Telematics App”).
- 2.4. Prime Technologies may from time to time and at any time launch new Services which the Customer may wish to purchase. The Customer may purchase any new Services or may authorize any other person to do so on its behalf and acknowledges that the Customer shall be responsible to pay for any additional charges.
- 2.5. Each BestTrack Telematics Solution Subscription Fee and the accompanying Charges shall apply for one Vehicle, and one set of Hardware only.

3. Hardware

- 3.1. The Customer may elect to purchase or lease the Hardware from Prime Technologies, for the purposes of the provision of Services.
- 3.2. Where the Customer elects to purchase the Hardware, the following conditions shall apply: -
 - (a) Customer shall pay an installation fee to Prime Technologies upon completion of installation of the Hardware in a Vehicle; and
 - (b) Title to the Hardware transfers from Prime Technologies to the Customer when Prime Technologies or its relevant licensors receive payment for the Hardware in accordance with the Telematics Agreement.
- 3.3. Where the Customer elects to lease the Hardware, the following conditions shall apply: -
 - (a) Prime Technologies hereby leases the Rental Equipment to the Customer throughout the period of subscription of the Services subject to the terms and conditions stated herein, and shall procure that the Rental Equipment is installed in accordance with this Telematics Agreement;
 - (b) Time is of the essence for the Customer’s payment of the Subscription Fees for the Rental Equipment to Prime Technologies; and
 - (c) Title to the Rental Equipment shall remain with Prime Technologies Pte Ltd at all times, and nothing contained in this Telematics Agreement shall confer or be deemed to confer any interest in the title of the Rental Equipment on the Customer.
- 3.4. The Customer shall accept the Hardware in the condition in which they are at the date of installation of the Hardware into the Customer’s Vehicles. Prime Technologies does not in any way represent or warrant that the Hardware will be (i) without fault, defect or deficiency; (ii) new on delivery; and (iii) in strict conformance with any specification, drawing or description supplied by Prime Technologies to the Customer, unless otherwise agreed. Following acceptance by the Customer of the Hardware upon installation, all warranties expressed or implied by statute,

common law, custom, usage or otherwise are expressly excluded.

3.5. The Customer shall at all times:

- (a) procure that the Hardware is used in accordance with Prime Technologies' instructions as may be notified to the Customer, and as may be updated by Prime Technologies at any time and from time to time;
- (b) exercise due care to safeguard each item of Hardware and not permit any alterations, adjustments, connections, disconnections or repairs without prior authorization by Prime Technologies in writing; and
- (c) inform Prime Technologies as soon as the Customer becomes aware of any damage to, defect in, loss or theft of the Hardware.

3.6. In the event the Customer also signs up for Driver ID and Driver Fob, the Customer will need to notify Prime Technologies in writing of the specific driver identity per Vehicle for use of Driver ID and Driver Fob. Prime Technologies will provide two (2) Driver Fobs per Driver ID installation. The processing of Personal Data of the drivers covered by Driver ID and Driver Fob Services shall be subject to the provisions of Clause 12 below.

4. BestTrack Telematics Portal and BestTrack Telematics App

4.1. By using the Services, the Customer shall consent to and shall ensure its users and drivers acknowledge, are aware of and consent to the terms of use and data privacy policy set out within the BestTrack Telematics Portal and the BestTrack Telematics App as set out by Prime Technologies and as updated from time to time. The processing of Personal Data of the drivers shall be governed by the provisions of Clause 12 below. If Customer's users intend to sell or give away the mobile device on which the BestTrack Telematics App is installed, the Customer shall ensure its users and drivers must uninstall the BestTrack Telematics App from such mobile devices to prevent the use of any BestTrack Telematics App data by an unintended recipient. Upon the termination of these Services by Prime Technologies or the Customer, the Customer and its users and drivers shall no longer have any access to the BestTrack Telematics App and the BestTrack Telematics Portal.

4.2. The BestTrack Telematics functionalities accessible either via the BestTrack Telematics Portal and/or the BestTrack Telematics App, will include, but not limited to the following –

- (a) Live Map
- (b) Journey History
- (c) Driver Performance
- (d) Vehicle Performance
- (e) Geo Plus
- (f) Business/private mileage
- (g) Privacy

**The Customer acknowledges that not all the above functionalities are available on the BestTrack Telematics App.*

4.3. The BestTrack Telematics Portal and the BestTrack Telematics App enable Customer and its users to access the Services,

which includes but is not limited to the following:

- (a) View real-time information about the Customer's Vehicles (e.g. location of Vehicles and drivers of the Vehicles);
- (b) Monitor driver behavior and view analytics on driver behavior;
- (c) Change settings for the Services in tracking drivers setting up of groups of drivers;
- (d) Set location alerts and reminders for location-based events (e.g. when driver A is in an unauthorized area

- or uses an unauthorized route; and
- (e) analyze such information using reporting facilities .

- 4.4. The Customer shall nominate (in writing) a user to be set up as an administrator of, and who will be able to add users to, the Customer's account(s) for the BestTrack Telematics Portal and/or the BestTrack Telematics App. All users will be allocated (via email) a password and/or a user ID to enable them to use the BestTrack Telematics Portal and/or the BestTrack Telematics App.
- 4.5. The Customer undertakes that users are authorized to represent it, agrees that it is responsible for the safekeeping of passwords and/or user ID's, and that it will (and will ensure users do) comply with any instructions Prime Technologies may issue regarding use of the BestTrack Telematics Portal and the BestTrack Telematics App, including security measures such as password changes. The Customer is liable for the use of the BestTrack Telematics Portal and the BestTrack Telematics App by any person, authorized or unauthorized, who accesses the BestTrack Telematics Portal and the BestTrack Telematics App using any passwords and/or user IDs issued to the Customer even if the Customer has not consented to such use or was unaware of it, unless the use occurs three (3) working days or more after Prime Technologies has received a written request from the Customer to block access and his access information. If unauthorized transmission of user name and/or password has occurred, the Customer shall notify Prime Technologies immediately in writing to have this reset or changed. Prime Technologies shall not be liable for improper use of user names and passwords within and/ or in the control of the Customer's organization.
- 4.6. The Customer shall (and shall ensure all users shall) report any malfunction of the BestTrack Telematics Portal and the BestTrack Telematics App to Prime Technologies without delay.
- 4.7. Whilst users are entitled to review the Data obtained via the BestTrack Telematics Portal and the BestTrack Telematics App and distribute it within the Customer's organization, Prime Technologies' prior written approval will be required for any other use (including reproduction or publication) of such Data. Users are not permitted to make the BestTrack Telematics Portal and the BestTrack Telematics App, or any Data derived from the use of such, available to any third party.
- 4.8. Prime Technologies reserves the right to:
 - (a) alter the format or content of the BestTrack Telematics Portal and the BestTrack Telematics App;
 - (b) undertake such maintenance, repair or improvement to the BestTrack Telematics Portal and the BestTrack Telematics App as may be required for their proper functioning, in which case it may suspend the BestTrack Telematics Portal and the BestTrack Telematics App (without notice in the case of an emergency) and/or give such instructions to users as it deems reasonably necessary; and/or
 - (c) suspend the BestTrack Telematics Portal and the BestTrack Telematics App or deny any users access in the event of breach of this Telematics Agreement.

The Customer accepts the BestTrack Telematics Portal and the BestTrack Telematics App and the Data available via these platforms are on an "as is where is" basis and any use of the BestTrack Telematics Portal and the BestTrack Telematics App shall be undertaken at the users' account and risk. Whilst Prime Technologies uses reasonable skill and care to ensure that the BestTrack Telematics Portal and the BestTrack Telematics App are available, and the Data provided via the BestTrack Telematics Portal and the BestTrack Telematics App is accurate and complete, it cannot provide any guarantee in relation to such availability or Data. Prime Technologies is not responsible for the consequences of changes made to the functionality of the Hardware, or the Services via the BestTrack Telematics Portal and the BestTrack Telematics App

- 4.9. Prime Technologies reserves the right to change the design of the BestTrack Telematics Portal and BestTrack Telematics App at any time and the nature and manner in which the Data within it are displayed.

5. Service Desk

- 5.1. Prime Technologies will provide a service desk that will be the point of contact for all Customers of the Services and which will provide response to telephone calls or emails during Working Hours.
- 5.2. Complaint/Issue/Incident Follow up, Resolution and Continuous Improvement
- (a) Prime Technologies shall investigate and manage the Customer's complaints, issues and incidents regarding the Services, and will apply reasonably appropriate measures to ensure non-recurrence of such relevant complaint, issue or incident, if they are substantiated.
 - (b) If Prime Technologies is unable to resolve or repair previously accepted and operating Hardware or where Services have deteriorated such that Prime Technologies is unable to resolve such Services, then Prime Technologies will, at its own cost and expense remove and reinstall the Hardware, unless the issue or incident is due to damage to the Hardware or Services arising:
 - (i) Out of or due to fault of the Customer;
 - (ii) From the Customer's modifying or tampering with the Hardware from its condition as at the point of installation.
 - (c) For the avoidance of doubt, where Prime Technologies has determined, in its sole discretion, that the issue or incident is due to damage to the Hardware or Services arising from the reasons stated in Clause 5.2(b)(i) and (ii) hereof, the Customer shall bear the full costs and expenses of such removal and reinstallation, including costs of the replaced Hardware.

6. Connectivity

- 6.1. Prime Technologies does not guarantee either that GPS or the mobile communication services will support the functionality offered by the Services at all times, or that the Customer will successfully be able to use the Services for the intended purposes, on the grounds that such use depends in part on circumstances that lie outside Prime Technologies' reasonable control, including such circumstances for which the Customer is responsible.
- 6.2. The electronic data transmission services provided as part of the Services may be subject to limitations and inaccuracies that lie outside Prime Technologies' control and Prime Technologies shall not be liable for such limitations and inaccuracies. This provision relates to the availability of the mobile communication and Internet access as well as any other part of the services provided by third parties.

7. Unauthorized Purpose

- 7.1. Customer shall not use the Services for any Unauthorized Purpose or in such a manner as to interfere with use by other customers of the Services. "Unauthorized Purpose" includes: (i) access to, use of, alteration of, or destruction of the data files, programs, procedures, or information of Customer or any other Prime Technologies customer, (ii) use with the intent to reverse engineer or clone the Services or Hardware, or (iii) use for any illegal or fraudulent purpose including, without limitation, Customer providing unauthorized access or use of the Services and Prime Technologies network management center to a third party. Prime Technologies may, without liability, discontinue the Service to prevent use for an Unauthorized Purpose or in response to an order from a regulatory or a government agency.

8. Rights Reserved by Prime Technologies

- 8.1. Prime Technologies shall be entitled at its sole discretion to revise the Services and the Charges at any time and will use reasonable endeavors to notify the Customer of such revisions. Prime Technologies reserves the right and shall be entitled at any time to: (1) add, delete or make changes to the Services; (2) add or substitute Hardware or Rental Equipment or any part of the Services; (3) upgrade or update any software currently in use in the Rental Equipment or Hardware.
- 8.2. Should Prime Technologies exercise any of the rights reserved, the Customer shall remain liable to pay the Charges in full.
- 8.3. Prime Technologies also reserves the right at any time and from time to time to amend the terms and conditions of this Telematics Agreement and/or such other terms and conditions agreed or accepted by the Customer. Such amendments will take effect as from such date as Prime Technologies may determine, and the Customer may be notified of such amendments from time to time.

9. Charges

- 9.1. The BestTrack Telematics Solution is subject to the Charges, fees, and other payments as set out in the Offer Form or as otherwise agreed to by parties in writing.
- 9.2. For the avoidance of doubt, where the Services are terminated in the midst of a monthly invoicing cycle in accordance with this Telematics Agreement, Prime Technologies reserves the right to charge the Customer for the full monthly Subscription Fee during the month of termination.
- 9.3. Taxes

All Charges, fees, payments or values of consideration provided for under this Telematics Agreement are exclusive of Goods and Services Tax ("GST") chargeable under the Singapore Goods and Services Tax Act (Cap 117A) which, if applicable, will (unless specifically provided otherwise) be borne by the respective recipients of the relevant supply and are payable in accordance with the Singapore Goods and Services Tax Act (Cap 117A). Where GST is chargeable under the Singapore Goods and Services Tax Act (Cap 117A), an invoice in compliance with Regulation 11 of the GST (General Regulation) will be issued to the Customer.

10. Invoicing

- 10.1. All Charges shall be invoiced by Prime Technologies on the terms applicable to the Customer under the Prime Technologies Fuel Card Agreement. Specifically, for any installation charges, such Charges will appear in the invoice within the same month if installation takes place before the 25th of that month. If installation takes place after the 25th, it will appear in the following month's invoice.

11. Payment

- 11.1. Payment by the Customer of any amount owed under this Telematics Agreement shall be made directly by the Customer, in the currency set out in the relevant invoice and, unless agreed otherwise by Prime Technologies in the Application, shall be made by means of payment in line with Customer's current payment methods for the Prime Technologies.

- 11.2. Settlement shall be in respect of the whole amount of all invoices due and owing at such date.
- 11.3. Without prejudice to Prime Technologies' right to terminate this Telematics Agreement, Prime Technologies reserves the right to charge interest on late payment and compensation for debt recovery costs to the maximum extent permitted under applicable law.
- 11.4. The Customer shall be liable for an additional service charge for each unpaid direct debit or for any other method of payment which Prime Technologies agrees to in the Offer Form and which fails to clear.
- 11.5. **Security and Financial Limits**
- (a) Prime Technologies reserves the right to call for any form of security in respect of the Hardware, the Charges and the Services and any other sums due under this Telematics Agreement. The provision of security shall not affect the Customer's liability under this Telematics Agreement.
 - (b) If security is not provided on request or expires or ceases to be valid for any reason then, without prejudice to Prime Technologies' right to recover all amounts due from the Customer, Prime Technologies may terminate this Telematics Agreement immediately on notification to Customer.
- 11.6. **No Set-Off**
- (a) All payments made by the Customer or any credits or refunds due to the Customer shall be applied first in settlement of any interest due and secondly by Prime Technologies in its absolute discretion in reduction of any amount due to Prime Technologies under this Telematics Agreement.
 - (b) To the extent permitted by applicable law, no set off or counter claim shall be made against Prime Technologies in respect of a claim by any Customer against Prime Technologies.
- 11.7. **Compliance with Anti-money Laundering Laws**
- (a) Customer represents and warrants to Prime Technologies that its payments to Prime Technologies shall not constitute the proceeds of crime in contravention of anti-money laundering laws.
 - (b) Prime Technologies may terminate this Telematics Agreement immediately upon written notice to the Customer, if in its reasonable judgment supported by credible evidence, the Customer is in breach of any of the provisions of this clause and has failed to provide information demonstrating such compliance.
 - (c) Only the Customer shall pay any invoice from Prime Technologies. No party other than the Customer shall pay any invoice without the prior consent of Prime Technologies.

12. Personal Data

- 12.1. Any Telematics Data collected through the Hardware, the BestTrack Telematics Portal or BestTrack Telematics App will be provided to Prime Technologies in its capacity of Data Controller and shall be transferred to the third-party developer of the Services, UAB Ruptela, acting in its capacity of Data Processor. By use of the BestTrack Telematics Portal, downloading and activating the BestTrack Telematics App on any mobile device, or by installing the Hardware in the Vehicle, Customer consents to the collection, use, and processing of Personal Data for the purposes as set out in Clause 12.3 below and in line with the Data Use Policy at Appendix 1 as well as any further and additional Privacy Policy for the BestTrack Telematics Portal that shall be communicated to the drivers and the users of the BestTrack Telematics Portal and/or the BestTrack Telematics App.
- 12.2. The Parties hereby acknowledge that the Customer, in its capacity as independent Data Controller, has provided to Prime Technologies the Personal Data of the drivers using the Vehicles subject to Services rendered under this Telematics Agreement.

- 12.3. In the course of performing this Telematics Agreement and/or for the purposes as set out below, the Customer consents and agrees (with respect to its Personal Data) and where any Personal Data is from any user of the BestTrack Telematics Portal or BestTrack Telematics App or driver of Customer, the Customer warrants and assures that it has notified such individuals about the processing of their Personal Data for the purposes of performance of the Telematics Agreement through the communication of the Prime Technologies Data Privacy Statement constituting Appendix 2 to this Agreement and if required, has procured or will procure the consent from such individuals to the collection, use, processing and transfer (whether inside or outside of Singapore and the European Economic Area) of Personal Data by Prime Technologies, its Affiliated Companies and other authorized agents or service providers (including but not limited to payment banks and debt collection agencies) for the purposes of the transactions and performance contemplated under this Telematics Agreement for the purposes:
- maintaining and promoting contact and relationship with Customer and the drivers;
 - analysis of the Telematics Data
 - the processing and recovery of payments;
 - account management including account verification (that is, ensuring that only Customer or individuals Customer has authorized can access Customer's account and information);
 - customer service and development;
 - performance of and analysis of market surveys and marketing strategies;
 - research
 - promotions and contests offered to Prime Technologies customers, including offering Customer and its drivers' digital rewards to recognize Customer and its drivers as valued customers; and
 - maintenance of Hardware and the Services (contacting customer for installation, uninstallation and fixes)
- 12.4. Prime Technologies will implement appropriate and reasonable security measures to protect the Telematics Data, including Personal Data, against unlawful or unauthorized (i) destruction (ii) loss (iii) alteration (iv) disclosure or (v) access. Prime Technologies will protect Personal Data against all other forms of unlawful processing, beyond what is necessary for the performance of the Services.
- 12.5. If the Customer has terminated the Services hereunder, Prime Technologies shall procure and ensure that the abovementioned third party developer UAB Ruptela shall remove, destroy, anonymize or delete any Personal Data collected, transferred, processed and retained in the performance of the Services hereunder, within a reasonable timeframe in accordance with the Personal Data Protection Act 2012.

13. Intellectual Property

- 13.1. Customer acknowledges that all IP Rights in all materials, documentation, software or other information (including computerized information) provided by Prime Technologies to Customer in the use of the Hardware or the performance of the Services is the property of and will at all times remain vested in Prime Technologies (or its relevant licensors) and nothing in this Telematics Agreement shall operate to assign any such rights to the Customer. For the avoidance of doubt, the Customer shall be no right, title or interest in the BestTrack Telematics or the Services.
- 13.2. Save as granted under this Telematics Agreement, neither the Customer nor Prime Technologies shall acquire any right, title or interest in the other's IP Rights.
- 13.3. All IP Rights in:
- (a) Any improvements or enhancements to the Hardware or Services shall belong to and vest in Prime Technologies (or its licensors); and

(b) the Telematics Data, including any database rights, shall belong to and vest in Prime Technologies.

- 13.4. Customer shall have a royalty free, non-exclusive, non-transferable, revocable license to use such material, documentation and software relating to the BestTrack Telematics solely to use the Services provided under this Telematics Agreement (including any updates, improvements or enhancements).
- 13.5. The Customer shall grant to Prime Technologies a royalty free, non-exclusive, non-transferable license during the Subscription Period to use the Input Material as is necessary for the sole purpose of enabling Prime Technologies and or its relevant licensors to perform its obligations in relation to the Services and/or for Prime Technologies or its relevant licensors' internal business purposes.
- 13.6. The Customer shall not copy such material, documentation or software or alter, modify, adapt, translate, decompile, disassemble, reverse engineer or create derivative works of the BestTrack Telematics or the Services.

14. Termination

- 14.1. Prime Technologies shall have the right, in its sole discretion to suspend or terminate the Customer's access to the Telematics Solution with seven (7) days' written notice should the following events occur: -
- (a) The Customer breaches any of the terms and conditions of this Telematics Agreement, and where capable of remedy, Customer has still failed to rectify such breach within seven (7) days after Prime Technologies' notice to Customer to do so; and
 - (b) The Customer use the Services and/or Hardware in a manner that is not in accordance with the instructions provided by Prime Technologies or permitted hereunder or where determined inappropriate by Prime Technologies.
- 14.2. Prime Technologies shall have the right, in its sole discretion to immediately terminate the Telematics Agreement by written notice to Customer, if in Prime Technologies' reasonable opinion, Customer or any of its Related Parties when performing work in connection with this Telematics Agreement:
- (a)
 - (i) commits any or causes Prime Technologies or any of its Related Parties to be in breach of applicable Anti-Bribery Laws and anti-money laundering laws;
 - (ii) breaches Clause 19.3.5 of this Telematics Agreement;
 - (iii) commits any or causes Company or any of its Related Parties to be in breach of applicable competition laws;or
 - (iv) commits a material breach of the Laws not mentioned in paragraphs (i) and (iii) of this Clause 14.2(a) [i.e. (i) and (iii) immediately above];
 - (b) any conflict of interest arises between Customer or any of its Related Parties and Prime Technologies or any of its Related Parties, unless accepted in writing by Prime Technologies;
 - (c) The Customer is subject to an Insolvency Event;
 - (d) The Customer and/or any of its Related Parties becomes a Restricted Party; or
 - (e) The Customer and/or any of its Related Parties violates (in the opinion of Prime Technologies) HSSE Standards in connection with these Services.

If this Telematics Agreement is terminated the provisions of Clauses 19.3.5, 19.4.2, 19.4.3 and 19.4.4 shall survive the termination or expiry of this Telematics Agreement.

- 14.3. Either party may suspend or terminate the Services by giving a minimum of one (1) months' written notice to the other, for reasons other than those set out in Clauses 14.1, 14.2, and 14.3 above.

15. Obligations upon Termination

15.1. On termination of the Services by either party:

- (a) the whole outstanding balance of the Customer's account and all Charges and sums due to Prime Technologies shall become due and payable in full to Prime Technologies and the right of the Customer to receive the Services shall cease immediately (but without prejudice to the rights of Prime Technologies already accrued at the date of termination);
- (b) Prime Technologies shall electronically de-activate the Hardware or Rental Equipment; and
- (c) the Customer shall remove Rental Equipment from all and any of its Vehicle at the Customers' sole cost with Prime Technologies' designated contractors and shall uninstall the BestTrack Telematics App from all devices, and return the Rental Equipment in good, marketable condition within ten (10) days of the date of termination.

For the avoidance of doubt, if the Customer fails remove and return the Rental Equipment to Prime Technologies as set out in Clause 15.1(c) above within three (3) months from the date of termination, Company shall also pay to Prime Technologies a hardware loss charge calculated at the cost of purchasing the Hardware and the three (3) months' Subscription Fees for Rental Equipment.

16. Liability

- 16.1. Save to the extent that such liability cannot by law be limited or excluded, and notwithstanding anything to the contrary in this Telematics Agreement, neither Prime Technologies nor any member of the Prime Technologies Group shall be liable for any Consequential Loss suffered by the Customer or by any third party in connection with any Services, Hardware or the use of the BestTrack Telematics Solution, BestTrack Telematics Portal or BestTrack Telematics App.
- 16.2. Further, Prime Technologies shall not be liable to any Customer or any third party in respect of the fraud, negligence, act, default or omission or willful misconduct of:
- (a) independent contractors engaged by Prime Technologies including but not limited to any of Prime Technologies' relevant licensors, or their employees, contractors or agents; and
 - (b) any participant of the BestTrack Telematics Solution or the Services including but not limited any employees of the Customer, or its customers or agents.
- 16.3. The Customer acknowledges and agrees that the Services including the Hardware, BestTrack Telematics Portal or BestTrack Telematics App and any related content or service are provided "AS IS AND WITH ALL FAULTS", and are used at the Customer's risk, without any warranties of any kind, including but not limited to fitness for purpose, reliability, availability, accuracy or completeness of responses, virus free, uninterrupted or error free operation.

17. Transfers

- 17.1. The Telematics Agreement is personal to the Customer and the Customer shall not be entitled to assign, transfer, mortgage or charge all or any of its rights, interests or obligations under this Telematics Agreement.

18. Law and Jurisdiction

- 18.1. The provisions of this Telematics Agreement shall be governed by the laws of Singapore and the parties hereby

agree that any dispute or claim arising hereunder shall be submitted to the exclusive jurisdiction of the Singapore Courts.

- 18.2. Save as expressly set out in this Telematics Agreement, a person who is not a party to this Telematics Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Telematics Agreement.

19. Anti-bribery and Anti-Corruption

19.1. Conduct of Business

19.1.1. Customer acknowledges that:

- (a) it has received a copy of the Prime Technologies General Business Principles
- (b) it has received a copy of the Prime Technologies Code of Conduct

19.1.2. Customer agrees that it and its Related Parties shall adhere to the principles contained in the Prime Technologies General Business Principles (or where Customer has adopted equivalent principles, to those equivalent principles) in all its dealings with, for or on behalf of Prime Technologies in connection with this Telematics Agreement and the business resulting therefrom. In the event that Customer or any of its Related Parties supply staff that work on behalf of Prime Technologies or represent Prime Technologies, Customer commits that such staff will behave in a manner that is consistent with the Prime Technologies Code of Conduct. Customer shall notify Prime Technologies immediately if it becomes aware of any behavior by Prime Technologies staff, Customer or its Related Parties which is, or may be, inconsistent with the Prime Technologies General Business Principles, the Prime Technologies Code of Conduct or, where the Customer has adopted equivalent principles, their equivalent.

19.2. Compliance with Laws

Customer, in the performance of this Telematics Agreement and the business resulting therefrom, shall comply, and ensure compliance by its Related Parties, with the Laws.

19.3. Compliance with Anti-Bribery Laws

19.3.1. Customer represents and warrants that, in connection with this Telematics Agreement or the business resulting therefrom:

- (a) it is knowledgeable about Anti-Bribery Laws and anti-money laundering Laws applicable to the performance of this Telematics Agreement and will comply with all such Laws;
- (b) neither it nor a Related Party have made, offered or authorized or will make, offer or authorize any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any Government Official or any person where such payment, gift, promise or other advantage would (i) comprise a facilitation payment; and/ or (ii) violate the Anti-Bribery Laws;

19.3.2. Customer undertakes to immediately notify Prime Technologies if in connection with this Telematics Agreement or the business resulting therefrom it receives or becomes aware of any request from a Government Official or any person for any payment, gift, promise or other advantage of the type mentioned in Clause 19.3.1(b).

19.3.3. Prime Technologies confirms that its appointment of Customer was expressly made on the basis that Anti-Bribery Laws and the Prime Technologies General Business Principles would not be violated. Customer acknowledges that the contents of this Telematics Agreement may be disclosed by Prime Technologies to third parties for the purposes of demonstrating compliance with this Clause.

19.3.4. Customer represents and warrants that neither it nor any of its Related Parties is a Government Official or other person who could assert illegal influence on behalf of Prime Technologies or its Affiliates. If any of the foregoing becomes a Government Official, Customer shall promptly notify Prime Technologies.

19.3.5. Customer shall indemnify, defend, and hold harmless Prime Technologies and its Related Parties from and against any and all losses, damages, claims, expenses, fines and penalties arising out of Customer's representations in this Clause 19.3 being untrue or arising out of Customer's breach of any of its warranties or undertakings in this Clause 19.3.

19.4. Audit Rights, Internal Controls and Records Keeping

19.4.1. Customer and its Affiliates shall maintain adequate internal controls and procedures to assure compliance with Anti-Bribery Laws including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.

19.4.2. Customer shall maintain, either physically, by electronic media or on microfilm, all records and information related to this Telematics Agreement and/or any work statement in connection therewith for a period of five (5) years after the Telematics Agreement's end date. Such records and information shall include at a minimum all invoices for payment submitted by Customer to Prime Technologies along with complete supporting documentation. Customer shall ensure that its Related Parties and third-party contractors comply with the requirement of this Clause 19.4.2.

19.4.3. Prime Technologies shall have the right to audit all information, rates and costs and expenses related to this Telematics Agreement in connection therewith at any time during and within five (5) years after termination of this Telematics Agreement. Prime Technologies or any person authorised by Prime Technologies may have access at all reasonable times to any place where the records are being maintained and Customer shall afford every reasonable facility for this right of access. Prime Technologies shall have the right to reproduce and retain copies of any of the aforesaid records or information. Customer shall implement all agreed recommendations arising from the audits within a time scale, mutually agreed with Prime Technologies.

19.4.4. Upon Prime Technologies' request, Customer will, as soon as reasonably practical, provide Prime Technologies with all records relating to this Telematics Agreement and/or any work statement in connection therewith which are created or kept by its Related Parties or third-party contractors.

APPENDIX 1 BESTTRACK TELEMATICS SOLUTION

Data Use Policy

Prime Technologies (Pte) Ltd ("Prime Technologies") is responsible for the use of the data described below.

Use of Data

Data supplied by an applicant for the BestTrack Telematics Solution, and/or which relates to the account of a Customer, may be used or analyzed by Prime Technologies in order to:

- ☐ process the application;
- ☐ establish any identity of the Customer's drivers;
- ☐ operate the Customer's account(s);
- ☐ facilitate access to and use of the BestTrack Telematics Portal and the BestTrack Telematics App;
- ☐ create reports as requested by the Customer based on the Telematics Data on the performance of the Customer's fleet of drivers and performance of the Customer's Vehicles;
- ☐ assess and/or review a Customer's credit status and/or payment record on an ongoing basis;
- ☐ conduct customer screening for trade controls purposes;
- ☐ make decisions in relation to any Customer, including (without limitation), whether or not to limit the credit available, require (additional) security, suspend the provision of Services or Hardware or terminate the Telematics Agreement;
- ☐ trace debtors / recover debt;
- ☐ confirm, update and enhance Prime Technologies
- ☐ customer records; monitor volume and spend
- ☐ information;
- ☐ conduct market research and/or statistical analysis (for example in relation to credit, insurance and fraud);
- ☐ identify and (if possible) prevent money laundering and fraud; and
- ☐ for marketing purposes (subject to any objections received and/or consents obtained, for which see below).

In each case the processing will take place at any time during the course of the application process and/or the Telematics Agreement and may continue after that Telematics Agreement has ended.

Recipients and Sources of Data

Members of the Prime Group may therefore disclose data relating to a Customer, a user, driver and/or a driver's account(s) to, or obtain data from, any of the following:

- ☐ the participants in the BestTrack Telematics Solution, such as UAB Ruptela and its Related Parties, and/or any other company that is permitted to supply products and/or services to Prime Technologies for the BestTrack Telematics Solution;
- ☐ any agents, service providers and/or subcontractors of the Prime Group;
- ☐ any person to whom any member of the Prime Group proposes to transfer any of its rights and/or duties under the BestTrack Telematics Agreement;
- ☐ referees, guarantors or other persons providing references or security in relation to a Customer's obligations;
- ☐ credit reference and/or fraud prevention agencies (e.g. Experian and CIFAS); and/or
- ☐ any other person(s) required or permitted by law or any regulatory authority.

In each case the recipients of the data may be located in countries outside Singapore and the European Economic Area that do not have laws to protect personal information, however in these circumstances Prime Technologies will use all reasonable endeavors to ensure that any personal data is appropriately protected.

Please note that data will be held on Prime Group IT systems, and that in some circumstances this may be accessed by other companies or individuals associated with a Customer (for example representatives of other companies in the same company group as the Customer).

Marketing

Whether an application for the BestTrack Telematics Solution is successful or not, members of the Prime Group wish to use the information supplied in an application and/or during the course of any BestTrack Telematics Agreement, to send any applicant or Customer, or their representatives, information about goods and/or services offered by members of the Prime Group which may be of interest. Such person(s) will be given the opportunity to indicate their consent to such contact by ticking a box on the relevant application form. Any person that wishes to withdraw such consent may do so by using the 'unsubscribe' facility on any marketing email.

Members of the Prime Group may also use the information supplied in an application and/or during the course of a BestTrack Telematics Agreement to contact Customers, drivers and/or their representatives regarding their use of the Hardware or Services. Any objection to such contact may be registered by: ticking the box supplied on the relevant application, nomination or registration form, or using the 'unsubscribe' facility on any related email.

Credit Checks

When processing an application and during the term of any BestTrack Telematics Agreement, Prime Technologies or its nominees may assess the creditworthiness of any applicant or Customer, as well as that of any person(s) associated with any Customer (creditworthiness may be assessed with reference to such associated persons). In assessing creditworthiness: (a) credit scoring or other automated decision-making processes may be used; and (b) records held by credit reference agencies may be searched. The consumer credit history of individuals linked to a Customer may also be assessed, but only with their permission. The credit reference agencies will add details of the search and the application to their records, and these may be seen by other organizations that make searches. Information held by the credit reference agencies regarding any Customer may already be linked to records relating to associated persons, or the information provided may create such a link.

Contacting Prime Technologies

In the event that any applicant or Customer, or Customer's drivers becomes aware that their BestTrack Telematics related information is inaccurate, incomplete or needs updating in any respect, or wishes to access such information, they should contact +65 6898 2525.

Appendix 2

Your privacy matters to us so please take a moment to familiarize yourself with this Privacy Statement and contact us if you have any questions or queries. This Privacy Statement complements the Privacy Policy available at <http://primetechnologies.com.sg/privacy>

What does this Privacy Statement cover?

This Privacy Statement provides information about personal data which is collected and processed in the context of the issuance and use of the **BESTTRACK TELEMATICS SOLUTION**. The **BESTTRACK TELEMATICS SOLUTION** collects real time information on the vehicle location, vehicle and driver's performance, driver's performance as well mileage, business/private trip distinction, depending on the option chosen by your employing or contracting company. Data is collected real time through technology installed in the vehicle. The purpose of the Telematics Solution is to increase safety and efficiency of the fleet of vehicles of **PRIME TECHNOLOGIES** Customers.

Source of data

If you have not provided your personal data directly to Prime Technologies, please be informed that Prime Technologies has obtained your personal data from your employing or contracting company who in turn will have ensured that your consent has been obtained if this is required.

Your data will be collected through the **BESTTRACK TELEMATICS SOLUTION** either with a direct identifier to you as a driver (Driver ID) or through the application of other indirect identifiers.

Purposes for processing the data collected

Your personal data (as a driver) in a vehicle with installed **BESTTRACK TELEMATICS SOLUTION** is processed for the purposes:

- maintaining and improving the safety and efficiency of the fleet of vehicles of **PRIME TECHNOLOGIES** Customers;
- in limited circumstances, personal data collected through the **BESTTRACK TELEMATICS SOLUTION** may be used to address the consequences of traffic offences (including the notification to the competent law enforcement authorities), investigation of accidents and incidents as well as other internal investigations and audits;
- establish a cardholder's identity if this option has been requested by the employing or contracting company;
- operate the cardholder's account(s) and facilitate access to and use of the online services relating to **PRIME TECHNOLOGIES**;
- assess and/or review the card status and/or purchase record of the **PRIME TECHNOLOGIES** on an ongoing basis;
- conduct screening for trade controls and anti-bribery and corruption purposes;
- monitor volume and spend information;
- trace and recover **PRIME TECHNOLOGIES** debt where the data refers to a company (representative);
- conduct aggregated market research and/or statistical analysis;
- identify and (if possible) prevent money laundering and fraud; and/or
- marketing and commercial communication subject to any consent obtained.

In each case the processing will take place at any time during the application process and/or the **BESTTRACK TELEMATICS SOLUTION** Services agreement, and may continue after that agreement has ended for limited purposes (invoicing cycle, compliance with legal, fiscal and/or contractual requirements including internal audit).

Marketing

Prime Technologies will only send marketing to individuals within your organization if consent has been given or not withheld; individuals are free to withdraw their consent at any time. Consent may also be withdrawn at any time by your company's authorized representative.

Who is responsible for any personal data collected?

Prime Technologies (Pte) Ltd is the Data Controller for processing personal data.

Sharing your personal data

Your personal data that is collected as a part of the **BESTTRACK TELEMATICS SOLUTION** may be transferred within the Prime Group. Prime Technologies ensures that these entities implement adequate levels of protection in order to safeguard your personal information and will not use your personal information for any other purposes than the ones set out in this Privacy Statement. Please note that Prime Technologies has adopted Binding Corporate Rules approved by the European Union data protection regulators as a mechanism to implement adequate levels of protection for transfers of personal data within the Prime Group of companies.

Except as set out in this Privacy Statement, we will not disclose your Personal Data without your permission unless we are legally entitled or required to do so (for example, if required to do so by legal process or for the purposes of prevention of fraud or other crime) or if we believe that such action is necessary to protect and/or defend our rights, property or personal safety and those of our users/customers or other individuals.

Your rights

You have the right of access to your Personal Data collected through the **BESTTRACK TELEMATICS** Solution as well as the right to request correction or deletion of such Personal Data (but only where it is no longer required for a legitimate business purpose).

Who can I contact for more information?

For any additional queries, you can email dpo@primetechnologies.com.sg