



**SELFTRACK**

# **RESELLER MASTER AGREEMENT**

FOR THE EXTERNAL PROMOTION, PROCUREMENT,  
MARKETING, SALES AND KEY ACCOUNT  
MANAGEMENT OF SELFTRACK SOLUTIONS

BETWEEN

**SELFTRACK (PTY) LTD**

REG No: 2007/012153/07

Hereinafter referred to as **SELFTRACK**

AND

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ID/REG NO: \_\_\_\_\_

Hereinafter referred to as the **REPRESENTATIVE**

REP CODE



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## Whereas:

- Selftrack has developed technologically enhanced solutions that provides users and fleet owners with unique monitoring and management capabilities in order to enhance safety, security and productivity whilst saving cost at the same time;
- A Selftrack external sales and marketing REPRESENTATIVE possesses marketing and distribution capacity and can act as an independent, non-exclusive REPRESENTATIVE to identify, procure, manage and maintain suitable customers of Selftrack products anywhere within the boundaries of South Africa.
- After initial and subsequent discussions and the REPRESENTATIVE expressing an interest in formalizing a relationship, this document sets out the agreed terms between SELFTRACK and the REPRESENTATIVE for the promotion, procurement, marketing, sales and management of Selftrack Solutions.



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## 1 SALE OF SELFTRACK SOLUTIONS

- 1.1 Selftrack grants the REPRESENTATIVE a license to promote and procure sales in respect of Selftrack solutions as fully described and advertised on the website: [www.selftrack.co.za](http://www.selftrack.co.za).
- 1.2 The REPRESENTATIVE will be provided with training on all solutions as well as the necessary agreements and/or information forms, which need to be completed by customers.
- 1.3 The REPRESENTATIVE shall use its best efforts to maximize the sale of the Selftrack solutions. It shall be entitled to describe itself as a Selftrack REPRESENTATIVE for the Selftrack solutions and may display the authorized REPRESENTATIVE appointment logo or sign prominently on or in its premises.
- 1.4 The REPRESENTATIVE shall not make any modifications of whatsoever nature to the Selftrack solutions, products and/or services, or their packaging, or alter, remove, transfer or otherwise tamper with any of the trade names, trademarks or other means of identification on the Selftrack solutions. The REPRESENTATIVE shall permit Selftrack to inspect its premises and Selftrack products in its possession from time to time on reasonable notice to ascertain whether the REPRESENTATIVE is complying with its obligations in terms of this clause.
- 1.5 The REPRESENTATIVE shall not give any warranty in relation to Selftrack solutions other than Selftrack's standard warranty as set out in the Terms & Conditions as contained Selftrack Customer agreements and as published on its website from time to time. The REPRESENTATIVE may make no representations covering the quality of the Selftrack solutions, products and/or services other than those contained in these agreements.
- 1.6 Should a customer or the REPRESENTATIVE find any apparent fault with a Selftrack product or Selftrack service, such fault shall be reported immediately as a warranty claim to Selftrack in the appropriate format, and where directed the REPRESENTATIVE shall either return the product to Selftrack or to Selftrack's authorized service center. Unless the REPRESENTATIVE is authorized to do so he should not attempt to repair the fault.

## 2 EXCLUSIVITY

- 2.1 Nothing in this agreement shall in any way be construed as creating any right of exclusivity in favour of the REPRESENTATIVE.

## 3 REPRESENTATIVE CODE

- 3.1 Selftrack shall allocate a REPRESENTATIVE code to the REPRESENTATIVE (as indicated on the front page of this agreement), which shall be used by Selftrack to identify the REPRESENTATIVE in respect of which the REPRESENTATIVE is entitled to the specified commissions and incentives. Attached as **ANNEXURE A** is a form to be completed by the REPRESENTATIVE containing important contact and banking particulars.

## 4 PRICING

- 4.1 The solutions, products and services pricing lists will be provided upon signature and during training, and are subject to changes in pricing policy and structure from time to time, including the effect of the exchange rate on components and products imported. For purposes of



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reference, the current Master Pricelist datasheet is attached hereto as **ANNEXURE B**.

## **5 COMMISSION**

- 5.1 The REPRESENTATIVE hereby undertakes to procure sales of the solutions, products and services in exchange for which the REPRESENTATIVE will be paid an inclusive commission as calculated per **ANNEXURE C** hereto.
- 5.2 The calculation of the commission due to the REPRESENTATIVE shall be processed with reference to the REPRESENTATIVE's code in each case.
- 5.3 Payment of the REPRESENTATIVE's commission will be calculated monthly, approved at the monthly REMCO meeting, and paid by electronic funds transfer (EFT) within 30 days.

## **6 DURATION AND TERMINATION**

- 6.1 This Master agreement shall commence on the date of the last signature, and shall continue for an indefinite period, subject to termination by either party giving the other not less than 2 (two) calendar month's written notice to that effect.
- 6.2 If this agreement is terminated for any reason whatsoever, the REPRESENTATIVE shall cease to be entitled to receive payment from Selftrack in terms of the commissions payable.

## **7 MARKETING AND ADVERTISING**

- 7.1 The REPRESENTATIVE shall use its best efforts to market and promote the Selftrack solutions as an approved representative.
- 7.2 If a sales lead is obtained by the REPRESENTATIVE, the REPRESENTATIVE shall inform Selftrack of this lead, and shall be given the opportunity to develop and pursue the sales lead provided it is not already listed with Selftrack in order to prevent confusion with the potential customer, but also to prevent competitive marketing between the two parties. The reverse applies equally between the REPRESENTATIVE and Selftrack.
- 7.3 The REPRESENTATIVE is therefore required to submit all sales leads as in 7.2 above to Selftrack in its standard format of relevant sales pipeline development from time to time.
- 7.4 Existing Selftrack customers shall be excluded from the terms and conditions of this agreement, and specifically the annuity income derived from these customers shall not be shared between the parties. This clause shall also apply to any new customer obtained by Selftrack in the future unless agreed to differently in writing.
- 7.5 The REPRESENTATIVE shall be responsible for all own costs related to the marketing of the solution where initiated by the REPRESENTATIVE. Selftrack shall be responsible for all costs relating to the development, enhancement and technical support of the various products. Under certain circumstances, and upon specific agreement between the parties, some marketing costs (e.g. the cost of a marketing trip to a foreign country) or some development costs (e.g. new enhancements specifically requested by a potential customer) may be shared.
- 7.6 Selftrack shall:-



- a) Develop and enhance the Selftrack solutions.
- b) Ensure all relevant software platform availability.
- c) Resolve any system faults (bugs) found within the software.
- d) Provide 2<sup>nd</sup> and 3<sup>rd</sup> line technical support.
- e) Maintain client data.
- f) Provide pre-sales support as and when required.
- g) Create marketing materials required to promote the solutions, including the creation and preparation of presentations and material, in conjunction with the REPRESENTATIVE as agreed.
- h) Pay the REPRESENTATIVE according to the commission structure agreed upon.

7.7 The REPRESENTATIVE shall:

- a) Do 1<sup>st</sup> line client support and provide a conduit to Selftrack for any 2<sup>nd</sup> or 3<sup>rd</sup> line support.
- b) The REPRESENTATIVE will retain the first line marketing relationship with the customer and user of the Selftrack solutions where introduced by the REPRESENTATIVE or as agreed to.
- c) The REPRESENTATIVE will promote Selftrack solutions, find and identify sales opportunities, perform lead generation through Selftrack's Sales Pipeline development and execute sales and client management pre- and post take-on.
- d) Give technical input in process and system design based on industry knowledge.

7.8 REPRESENTATIVES may display the Selftrack brand on its own shop front and building facias (where necessary), which cost shall be borne by Selftrack on receipt and approval of sizes and layout by elected signage contractor.

7.9 REPRESENTATIVES may display Selftrack banners as well as brochures and other material supplied by Selftrack in its public reception area.

7.10 REPRESENTATIVE may be supplied with Selftrack-branded shirts and caps from time to time.

## 8 MARKET RESTRICTIONS

8.1 It is specifically agreed between the parties that, subject to the exceptions set out in clauses below, the REPRESENTATIVE shall not penetrate the existing customer base of Selftrack or solicit or seek to obtain or procure orders for the Selftrack products from any existing Selftrack customer and, in particular, shall not induce or attempt to induce an existing Selftrack customer to terminate his existing agreement in order to make application for the Selftrack services through the REPRESENTATIVE.



- 8.2 The REPRESENTATIVE acknowledges and agrees that he shall not solicit or seek to obtain or procure or accept orders from any customer of Selftrack, which customer has been classified as a "key account" customer by Selftrack. Prior to entering into discussions with any potential corporate customer the REPRESENTATIVE shall be obliged to contact Selftrack for the purposes of determining whether such potential corporate customer is a key account customer.
- 8.3 Notwithstanding the provisions above, in relation to existing customers of Selftrack which are not classified as "key account" customers, the REPRESENTATIVE may approach such customers and –
- 8.3.1 negotiate and effect the provision of products required by the customer in addition to any existing service which the customer has with Selftrack, provided only that the provision of the new products and/or services is not consequent upon the customers terminating his existing subscription as contemplated above;
- 8.3.2 negotiate and effect the provision of products and/or services to customers enjoying existing products and/or services provided by a service provider other than Selftrack.

## **9 SUPPORT AND TRAINING**

- 9.1 The REPRESENTATIVE shall, from time to time, ensure the availability of suitably qualified personnel to undertake sales and technical training provided by Selftrack. Where applicable, Selftrack shall arrange such sales and technical training courses.
- 9.2 All expenses, including but not limited to, travel and living expenses, involved in attending such courses shall be for the account of the REPRESENTATIVE. Selftrack shall be responsible for the cost of the venue and any personnel conducting such courses.
- 9.3 With the express permission of Selftrack, the REPRESENTATIVE may provide training to its own agents and/or employees on the same basis as above.

## **10 REPORTING**

- 10.1 The REPRESENTATIVE shall, immediately upon becoming aware thereof, bring to the notice of Selftrack any information received by the REPRESENTATIVE which is likely to be of use or benefit to Selftrack in relation to the marketing and/or promotion of Selftrack products or the Selftrack services including, but not limited to, advice regarding competitive business practices, and shall supply details of customer requirements of improvements to any of the Selftrack products or the Selftrack services to Selftrack. Selftrack shall have full rights to develop such requirements without incurring any obligation to the REPRESENTATIVE.
- 10.2 Regular meetings will be scheduled where performance, service delivery, future prospects and sales opportunities will be discussed. Any relationship challenges will be discussed, and outcomes agreed to.

## **11 CONTRACTS AND BILLING**

- 11.1 All documentation pertaining to the sales of Selftrack solutions will be in the name of Selftrack.



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- 11.2. The REPRESENTATIVE will ensure that all client information is obtained and supplied to Selftrack where agreed to.
  - 11.3. All preparation of documents and Agreements will be done by Selftrack or as agreed.
  - 11.4. Selftrack shall prepare all invoice and statement requirements to customers. The REPRESENTATIVE will be paid within 30 days by Selftrack on receiving payment from the registered users.
  - 11.5. The REPRESENTATIVE will not perform any Creditors or Debtors function in the relationship, unless expressly requested and approved by Selftrack in writing.
  - 11.6. It is to be emphasized that the income share detailed in this agreement in no way implies a shareholding of one company within the other, or a share of ownership of the Selftrack solutions.

## **12 INTELLECTUAL PROPERTY RIGHTS AND TRADEMARKS**

- 12.1 Nothing in this agreement shall give the REPRESENTATIVE any rights in any trade name, trademark or other intellectual property rights used by Selftrack in relation to the Selftrack solutions, products or services.

## **13 CONFIDENTIALITY AND NON-SOLICITATION**

- 13.1 Both parties shall throughout the terms of this agreement and for a period of 2 (two) years after its termination keep confidential any and all confidential information and any information it receives from either party in respect of any customer and undertake to use such information only to the extent necessary to perform their respective obligations in terms of this agreement or as may be required by law.

## **14 DISPUTES AND ARBITRATION**

- 14.1 All disputes arising out of or relating to this agreement in respect of the meaning or interpretation of any word, provision or Clause of this agreement, shall first be resolved, or attempted to be resolved, by the parties through bona fide discussion within 1 month of such dispute having been declared by any of the parties.
- 14.2 Subject to Clause 14.1 being exhausted, any dispute arising out of, or relating to this agreement, in respect of the meaning or interpretation of any word, provision or Clause of this agreement, will be referred to arbitration. Either party to the dispute will be entitled to require, by written notice addressed to the other party to this agreement, in which notice particulars of the nature of the dispute is given, be submitted to mediation or arbitration (as the case may be) in terms of this Clause.
- 14.3 Subject to the provisions of this paragraph, the arbitration will be held under the provisions of the arbitration laws for the time being in force in the Republic of South Africa (as constituted from time to time).





- 14.4 The arbitrator will be an independent person agreed upon by the parties to the dispute and, failing such agreement within 5 (five) business days after the date on which the arbitration is requested, the dispute will be referred to either the Afrikaanse Arbitrasie Genootskap (AAG) or the Arbitration Foundation of South Africa (AFSA) who shall be requested to suggest a list of at least three arbitrators. The parties shall then agree on an arbitrator, failing which the president of the AAG or AFSA, as the case may be, shall be requested to appoint an arbitrator.
- 14.5 Immediately after the arbitrator has been agreed upon or appointed, the party who has given the notice shall request the arbitrator to nominate a date and place when and where the arbitration proceedings will be held and to settle the procedure and manner in which the arbitration proceedings will be held.
- 14.5.1 The arbitration will be held in PRETORIA in accordance with the formalities and procedure settled by the arbitrator, and may be held in an informal and summary manner, on the basis that it will not be necessary to observe or carry out the usual formalities or procedures, pleadings and discovery or the strict rules of evidence.
- 14.5.2 In the absence of an agreement between the parties or a ruling by the arbitrator, a party wishing to use any document, photograph, audio or video tape recording, or any other exhibit of a like nature (referred to in this Clause as "the exhibits") must furnish particulars thereof to the arbitrator and the other party to the arbitration no later than 10 business days prior to the hearing fixed for the arbitration. The notice giving particulars must include an address at which the exhibits may be inspected and the party giving notice must, if requested to do so by the other party, provide a copy of any of the exhibits. The cost of making such copy will be costs in the arbitration.
- 14.5.3 The arbitration will be held as soon as possible after it is requested with a view to it being completed within 1 month if possible, after it has been so requested.
- 14.5.4 The arbitrator will be entitled to make such award, including an award for specific performance, an interdict, damages, a penalty or otherwise, as he in his sole discretion may deem fit and appropriate. The arbitrator will be entitled to deal, as he deems fit, with the question of costs, including, if applicable, costs on attorney and client scale, or attorney and own client scale, including costs of counsel and his own fees.
- 14.6 Any award made by the arbitrator:
- 14.6.1 will be final and binding on the parties to the agreement; and
- 14.6.2 may be made an order of any court to whose jurisdiction the parties are subject.
- 14.7 The Sub-Clauses set out hereinbefore will not preclude either party from obtaining intermediate relief on an urgent basis from any court of competent jurisdiction.

## **15 NOTICES AND DOMICILIA**

- 15.1 The parties choose as their *domicilium citandi et executandi* their respective addresses as set out in this clause for all purposes arising out of or in connection with this agreement at which addresses all processes and notices arising out of or in connection with this agreement, its breach or termination may validly be served upon or delivered to the parties.



15.2 For purposes of this agreement the parties' respective addresses shall be-

15.2.1 as regards **SELFTRACK** at:

Block B, 1<sup>st</sup> Floor, Waterkloof Park  
469 Julius Jeppe Street, Waterkloof 0181  
FAX: 086 509 3609 Email: [pieter@Selftrack.co.za](mailto:pieter@Selftrack.co.za)

15.2.2 as regards the **REPRESENTATIVE** at:

\_\_\_\_\_  
\_\_\_\_\_

FAX: \_\_\_\_\_ Email: \_\_\_\_\_

or at such other address of which the party concerned may notify the other in writing provided that no street address mentioned in this sub clause shall be changed to a post office box or poste restante.

15.2.3 Any notice given in terms of this agreement shall be in writing and shall, if delivered by hand, be deemed to have been duly received by the addressee on the date of delivery. If posted by prepaid registered post such notice shall be deemed to have been received by the addressee on the 8th (eighth) day following the date of such posting.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

1. ....  
Witness 1

.....  
For and on behalf of **REPRESENTATIVE**

2. ....  
Witness 2

.....  
For and on behalf of **SELFTRACK (PTY) LTD**



## ANNEXURE A

### RESELLER INFORMATION

**COMP/NAME:** \_\_\_\_\_ Reg No / ID: \_\_\_\_\_

**CONTACT 1:**

Name & Surname: \_\_\_\_\_ Position: \_\_\_\_\_

Cellphone: \_\_\_\_\_ Email: \_\_\_\_\_

**CONTACT 2:**

Name & Surname: \_\_\_\_\_ Position: \_\_\_\_\_

Cellphone: \_\_\_\_\_ Email: \_\_\_\_\_

**COMPANY ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TEL (w): \_\_\_\_\_ FAX: \_\_\_\_\_

**REPRESENTATIVE BANKING DETAILS**

ACCOUNT NAME: \_\_\_\_\_

BANK NAME: \_\_\_\_\_ BRANCH NAME / NUMBER: \_\_\_\_\_

ACC NR: \_\_\_\_\_

TYPE OF ACCOUNT:  CHEQUE  SAVINGS  TRANSMISSION  BOND





SALES COMMISSION CALCULATION			RESELLER:		
			CUSTOMER:		
			DATE:		
No OF PRODUCTS SOLD ON SALES TYPE			HARDWARE	SUBSCR	
RENTAL CONTRACT	CASH + SUBS AGR	CASH + M2M	PRODUCT	CONTRIBUTION MARGIN (ex VAT)	CONTRIBUTION MARGIN (ex VAT)
			MeTrack Starter	R322.04	30.67
			MeTrack Recovery	R322.04	50.99
			MeTrack Reporter	R322.04	90.85
			MeTrack Supervisor	R322.04	30.67
			MOBii* Insure	R357.19	25.26
			MOBii* Starter	R357.19	30.67
			MOBii* Recovery	R357.19	35.05
			MOBii* Reporter	R357.19	50.99
			MOBii* Supervisor	R357.19	90.85
			MOBii* Selfselect	R357.19	30.67
			Driver* Starter	R325.24	30.67
			Driver* Recovery	R325.24	35.05
			Driver* Reporter	R325.24	50.99
			Driver* Supervisor	R325.24	90.85
			Driver* Ultimate	R325.24	118.74
			Driver* Selfselect	R325.24	30.67
			Fleet Fuel* Starter	R421.51	30.67
			Fleet Fuel* Recovery	R421.51	35.05
			Fleet Fuel* Reporter	R421.51	50.99
			Fleet Fuel* Supervisor	R421.51	90.85
			Fleet Fuel* Ultimate	R421.51	118.74
			Fleet Fuel* Selfselect	R421.51	30.67
			Trascon Starter	R298.82	30.67
			Trascon Recovery	R298.82	35.05
			Trascon Reporter	R298.82	50.99
			Trascon Supervisor	R298.82	90.85
			Trascon Selfselect	R298.82	30.67
			Pedestrian Starter	R390.38	30.67
			Pedestrian Reporter	R390.38	50.99
			Pedestrian Supervisor	R390.38	90.85
			Pedestrian Selfselect	R390.38	30.67
			Guard Starter	R443.25	30.67
			Guard Reporter	R443.25	50.99
			Guard Supervisor	R443.25	90.85
			Guard Selfselect	R443.25	30.67
			Lone Worker Starter	R430.32	30.67
			Lone Worker Reporter	R430.32	50.99
			Lone Worker Supervisor	R430.32	90.85
			Lone Worker Selfselect	R430.32	30.67
			Minii Starter	R483.65	30.67
			Minii Reporter	R483.65	50.99
			Minii Supervisor	R483.65	90.85
			Minii Selfselect	R483.65	30.67
			Maxii Starter	R524.05	30.67
			Maxii Reporter	R524.05	50.99
			Maxii Supervisor	R524.05	90.85
			Maxii Selfselect	R524.05	30.67
			SelfCAM AUTO - 2	R1,690.96	93.50
			SelfCAM AUTO - 3	R1,833.78	93.50
			SelfCAM AUTO - 4	R2,005.30	93.50
			SUBSCRIPTION SelfFLEET Lite		36.21
			SUBSCRIPTION SelfFLEET Lite (Other)		54.54
			SUBSCRIPTION SelfFLEET Integrated		54.54
			SUBSCRIPTION SelfFLEET Integrated (Other)		72.88
			SUBSCRIPTION SelfFLEET FML / FMR		72.88
			SUBSCRIPTION SelfFLEET BUREAU		25.90
			SUBSCRIPTION SelfFLEET BI		25.90
			SUBSCRIPTION SelfROUTE Essential		43.08
			SUBSCRIPTION SelfROUTE Advanced		88.92
			SUBSCRIPTION SelfHELP		23.16
				R	- R -
			<b>TOTAL SALES CONTRIBUTION MARGIN:</b>		-
			<b>TOTAL COMMISSION AVAILABLE:</b>	R	- 20.00%

**NOTES:**

Hardware Commission is earned on a parabolic scale with min 20% and max 50% of Contribution Margin  
 Subscription Commission of twice the Contribution Margin is earned on all sales  
 Subscription Commission earned on sales is calculated at 100% on RC, 97% on CSA and 95% on CM2M  
 Commission is calculated monthly and payable in 30 days  
 Annual subscription commission is lost if annual sales are less than the target or previous years sales  
 Maintain spread of Products and Services to ensure all Solutions are promoted

