



# SERVICE LEVEL AGREEMENT

**SETSOTO LOCAL MUNICIPALITY**

And

**DIGICORE MANAGEMENT SERVICES**

**T/A**

**CTRACK MZANSI**

**CONTRACT MANAGEMENT TEAM:**

**T.P MASEJANE** - Director;

**N.S KOBELI** -Manager;

**L.S MOTLOUNG** – Contract Management.

**CONTACTS:** 051 933 9314/9459

SETSOTO LOCAL MUNICIPALITY

CTRACK MZANSI

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# SERVICE LEVEL AGREEMENT

ENTERED INTO BY AND BETWEEN

**SETSOTO LOCAL MUNICIPALITY**

(Income Tax Reference Number: 4000846511)

A Local municipality incorporated in terms of the Laws of the Republic of South Africa, duly represented by **Mr Simon Tshepiso Rankgotho Ramakarane** in his capacity as the Municipal Manager and Accounting Officer.

(Hereinafter referred to as the "Municipality")

and

## DIGICORE MANAGEMENT SYSTEM T/A CTRACK MZANSI

A company incorporated in terms of the Laws of the Republic of South Africa with registration number 2000/025730/07 duly represented by **CHARLEY PIETERSEN** in his capacity as the MANAGING DIRECTOR of the said Company, who is authorized to sign this agreement on behalf of the company by Certificate for Authority of Signatory date 18<sup>th</sup> March 2014.

(Hereinafter referred to as the "Service Provider")

**WHEREAS** the Municipality needs fleet management system for all its vehicles and machinery to be able to render service to the community efficiently, effectively and timeously.

**AND WHEREAS** the Municipality has advertised the tender for the service under tender no: RFP 03 (12/13).

**AND WHEREAS** the Service provider has duly responded to the advertisement.

SETSOTO LOCAL MUNICIPALITY

DIGICORE MANAGEMENT T/A CTRACK MZANSI

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**AND WHEREAS** the Servicer provider was a successful bidder.

**NOW THEREFORE** the Municipality hereby appoints the Service Provider to provide fleet management system to all Municipality vehicles subject to the terms of this agreement in conjunction with the bid document, and the Service Provider hereby accepts the appointment.

### 1. PURPOSE AND OBJECTIVE

- 1.1 The purpose of this agreement is to give effect to the above preamble in particular the provision of fleet management system to all Municipality vehicles and machinery.

### 2. DEFINITIONS

- 2.1 In this agreement, the South African law of interpretation of statutes and contracts will apply in interpreting or assigning any meaning to a word, clause or paragraph.
- 2.2 Clause headings are for convenience and shall not be used in the interpretation of this agreement.
- 2.3 Unless the context clearly indicates a contrary intention, an expression which denotes any gender includes the other genders, a natural person includes a juristic person and vice versa, the singular includes the plural and vice versa.

### 3. APPOINTMENT

- 3.1 The Municipality appoints **Digicore Management System t/a CTrack Mzansi** for the provision of Fleet Management System including all systems, services and gadgets as stipulated on Option 2: Installation and Monthly costs attached hereto marked Annexure A, to the Municipality vehicles and machinery for a period of THREE (3) years.

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#### 4. DURATION

4.1 The agreement shall commence on the date of installation of the product and shall endure for a fixed period of 36 (THIRTY SIX) months from the installation date.

#### 5. SERVICES

5.1 The Service provider:-

5.1.1 Shall render the services in a professional manner, in a high level standard and to the advantage of the Municipality.

5.1.2 Will install the Ctrack Fleet Management system into all the Municipality vehicles and machinery within Seven days from the date of the commencement of this agreement and such installation shall be done at different Municipality units namely; Ficksburg, Senekal, Marquard and Clocolan.

5.1.3 Shall make a thorough analysis in terms of the municipality vehicles to be installed with the system.

5.1.4 Shall transfer knowledge and skill on how to handle, monitor and manage the fleet management system.

5.1.5 Shall ensure compliance with the Municipal Regulations.

5.1.6 Shall installation a system with a back-up battery, a DigiCore HUB and a Ctrack Sim Card with 2 Mb GPRS capacity.

5.1.7 Shall provide 24/7 alarms monitoring and stolen vehicle support.

5.1.8 Will stick to the services and monthly fees as per attached Option 2- Ctrack Assist: Installation plus monthly fees marked Annexure A.

5.1.9 Shall keep a record of all service rendered for the duration of this agreement.

5.1.10 Shall provide maintenance throughout the duration of this agreement.

5.1.11 Shall comply with all the terms and conditions as set out in this agreement in conjunction with the bid document

5.2 The Municipality:

- 5.2.1 Shall provide the Service provider with a list of all vehicles and machinery which need installation of the system before the commencement of this agreement.
- 5.2.2 Shall update and provide the service provider with a new list every time a new or additional vehicle or machinery has been acquired.
- 5.2.3 Shall place request orders timeously to allow the service provider to provide the required service.

**6. THE MUNICIPALITY'S RESPONSIBILITY**

- 6.1 The Service provider shall try its best to ensure that The Municipality is informed of any fault detected by the Service provider on the unit by providing a daily Health check report to the Municipality. Should the daily Health check report indicate that a unit is not updating the Municipality shall be liable to ensure and arrange that the vehicle in which the product is installed is made available for repair by The Service Provider, which repairs shall be done in accordance with The Service Provider's standard policies.
- 6.2 The Municipality is also responsible to ensure that if it receives an SMS from the Service provider, advising that a fault has been detected on the unit, that it shall as soon as possible after having received the SMS, contact the Service Provider to arrange for repair on the unit.
- 6.3 It is The Municipality's responsibility to inform the vehicle's manufacturer of the fitment of the product if the vehicle manufacturer requires such notification, in order not to invalidate any manufacturer warranty.
- 6.4 When this agreement is terminated, The Municipality will provide the Service provider access to the vehicles for removal of the product unit. If The Municipality doesn't give the Service provider access, The Municipality will be liable to the Service provider for an amount equivalent to the cost of the product.
- 6.5 The Municipality undertakes not to tamper or remove the product during the period of this agreement, in order not to invalidate the warranties of the product provided in this agreement.
- 6.6 The Municipality undertakes not to permit any modification or attachments to be made to the product in order not to invalidate the warranties provided on the product in this agreement.

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- 6.7 The Municipality undertakes to notify the Service provider of any alteration and/or modification made to the vehicles in which the product is installed if such alteration and/or modification to the vehicle in any way effects the manner in which the vehicle is identified, including, but not limited to, change of registration number, change of colour of the vehicle, change of any relevant vehicle component number, change of vehicle manufacturer's logo, etc.
- 6.8 For the duration of this agreement The Municipality agrees not to permit any third party other than the Service provider to maintain, service or repair the product.

## 7. COSTS

7.1 The installation costs shall be a fixed amount of **R 3 070.00 (excluding VAT)** per vehicle.

7.2 The mandatory total monthly fee shall be **R 288.00 00 (excluding VAT)** per **vehicle** which comprise of the following service:-

7.2.1	Ctrack Assist System	- R 228.00
7.2.2	24/7 alarms monitoring and stolen vehicle including 100 sms's	- R 25.00
7.2.3	Limited Buro Service including: Exception reports to assigned officials and Monitor alarms and notify dedicated officials	- R 35.00.

7.3 The de-installation costs will be R400.00.

7.4 The re-installation costs will be R900.00

7.5 Additional drivers identification tag shall cost R 70.00.

7.6 All the amounts mentioned above exclude VAT.

## 8 PAYMENTS

8.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

8.2 The service provider shall furnish the Municipality with a statement of account once the system has been installed.

8.3 The service rendered will be paid by the Municipality into the Service provider's bank account by a debit order within Thirty (30) days upon

submission of an invoice.

8.4 Payments of the monthly costs of **R288.00 (Excluding Vat) per vehicle** shall be made on the monthly basis on or before the 7<sup>th</sup> of every month.

8.5 The monthly costs shall be subject to an escalation of 10% per annum determined as follows:-

8.5.1. **R288.00 (Excluding Vat) per vehicle** per month for the first year from December 2014 until November 2015;

8.5.2 **R316.80 (Excluding VAT) per vehicle** per month for the second year from December 2015 until November 2016;

8.5.3 **R348.48 (Excluding VAT) per vehicle** per month for the third year from December 2016 to November 2017.

8.6 The Municipality may not withhold payment of any amount due to the Service Provider in terms of this contract for any reason whatsoever and no extension of time for payment of any amount shall be binding unless agreed to in writing by the Service Provider.

8.7 The Municipality is not entitled to set off any amount which the Service Provider may owe it against any amount the Municipality owes the Service Provider.

8.8 The Municipality agrees that a certificate issued and signed by any of the Service Provider's Directors, Managers or our duly appointed Auditors, who may change from time to time, shall be sufficient proof of The Municipality's indebtedness on the date when such certificate is issued. The authority of the Service Provider's Directors, Managers or Auditors will also not have to be proved.

## 9. LIMITATION OF LIABILITY

9.1 Insofar as the Service Provider supplies and/or installs the products and/or SIM card, The Municipality is notified of the fact that these products, SIM cards and/or services provided may result in damage to the vehicles and/or system failure of the vehicle/s electronic components.

9.2 The Service Provider shall take every care to ensure that all reasonable efforts are made regarding the product and the service, but such product

and service can be affected by factors outside the Service Provider's control. Such factors include but are not limited to technical failure of the network of the cellular service provider and/or its reporting structures. The Service Provider therefore does not provide any warranty, nor accepts any liability arising in respect of any failure in the provision of the service arising from any negligence on its part or any damage, including any loss of profits, business or revenue, or any consequential loss suffered by The Municipality as a result of any failure of the product.

9.3 Whilst every care will be taken by ourselves during the installation of the product, no liability shall be assumed of any nature whatsoever by us during this process, prior to or after installation, unless noted on the installation certificate and signed by both parties. It is further, recorded that the indemnity referred to herein relates to any damage, of whatsoever nature, arising from the services rendered by us, being patrimonial damages and/or personal injury.

9.4 The Municipality acknowledges that the Service Provider does not guarantee that, in the event of an incident, the vehicle will be located. The Service Provider warrants, however, that it shall utilize its best and reasonable efforts to recover the vehicle. The Municipality furthermore acknowledges that a recovery is dependent upon numerous factors outside the Service Provider's influence. These factors include but are not limited to damage caused to the product by vehicle thieves, signal jamming, technical failure of the network of the cellular service provider and/or its reporting structures etc.

## 10. TERMINATION AND BREACH

10.1 This service level agreement will terminate on the **31<sup>st</sup> November 2017** or such later date as the parties may agree.

10.2 In the event of breach by either party, the innocent party may terminate the agreement provided that the other party is notified in writing of the breach and called upon to rectify the breach within 7 days of the written notice and has failed to rectify the breach.

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10.3 Any party aggrieved by the other to such an extent that the conduct amounts to material breach, may seek appropriate relief in court or refer the matter to arbitration.

### 11. INABILITY TO PERFORM

11.1 Neither party will be liable for any failure to meet any of its obligations in terms of this agreement or any delay in meeting them, to the extent to which the failure or delay is caused by any circumstances whatsoever which is beyond its reasonable control, including but not limited to any labour disputes, strike or lockout excluding labour dispute, strikes and lockouts confined mainly to employees of either party, war, riot or civil commotion, any order or regulation of any government or other lawful authority meeting the above requirements or any other cause beyond the reasonable control of that party.

11.2 The affected party must give notice in writing to the other party immediately upon the occurrence of an event of *vis major*.

11.3 the Service Provider may, at any time, and without incurring any liability whatsoever, suspend the service either in whole or in part in the event of any one or more or all of the following occurring:

11.3.1 Technical failure of the GSM network and/or its reporting structures; modifications and/or maintenance to the GSM network by the GSM service provider and/or due to any Government and/or regulatory authority requirement and/or

11.3.2 the GSM provider ceasing to make the network available to the Service Provider or if the network stops working for any reason whatsoever and/or

11.3.3 The Municipality defaults in terms of the operation instructions provided in the user manual or fail to make any payment of any instalment on the due date thereof and/or

11.3.4 the Service Provider is prevented from rendering the service due to circumstances beyond its control and/or due to unexpected events; and/or

11.3.5 automatically, further, if the Municipality or the authorized user misuses the system, and/or

11.3.6 if the vehicle is reduced to a state for any reason whatsoever, permanently dysfunctional, but not limited to, irreparable mechanical breakdown of the vehicle and irreparable damage caused to the vehicle in an accident.

## 12 ADDITIONAL CHARGES

- 12.1 The Municipality will be liable for all additional charges in respect of the de/reinstallation of the product, any false alarms, incident reports, etc. as listed in the price list, which is available on request and available on the website. With specific reference to false alarms, it is recorded that The Municipality will be liable for the hourly fee to the Service Provider for any false alarm, in addition to any other charge as contained in this agreement, calculated from the time when such alarm was logged with the CSC until such time as any recovery team dispatched to recover the vehicle is notified to stand down. In this regard, any incident report generated by the Service Provider shall be sufficient proof of the time spent by a vehicle recovery team (calculated from Response Start Time to Stand Down Time) and The Municipality agrees that the Service Provider may debit The Municipality's account with the corresponding additional charge.
- 12.2 The Municipality acknowledge that the services provided by the Service Provider does not include an international roaming facility. This means that The Municipality vehicle cannot be tracked by the Service Provider should The Municipality take the vehicle out of South Africa. Accordingly, in this regard the Service Provider shall not be liable for any losses or damages suffered by The Municipality as a result of The Municipality taking the vehicle out of the country. Should The Municipality want the tracking services to be active whilst the vehicle is out of the country, The Municipality can enable the international roaming facility, in which event The Municipality will be liable for the additional charges incurred due to SMS/GPRS transmissions in respect of the international roaming facility while outside of the territory or whilst in close proximity to the border of South Africa, as and when the Service Provider is charged by the cellular service provider. In order to activate the international roaming facility, The Municipality must do the following:

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- 12.2.1 Send the Service Provider a request, in writing, that the service be activated. This request must be directed to the CSC and must be made at least 48 (FORTY EIGHT) hours before the vehicle exits the country; and
- 12.2.2 As soon as the vehicle returns to South Africa, The Municipality must notify the Service Provider of same so that it can disable the facility. The Municipality will be liable for the additional charges incurred mentioned hereinabove until such time as the Service Provider is notified to disable the international roaming facility.
- 12.3 In the event that repairs and/or services are affected and/or products delivered, The Municipality may be held liable for additional charges if The Municipality was duly informed of such additional charges and, after being informed of such charges, authorises the work to continue and/or products to be installed. For purposes hereof it will be deemed that The Municipality authorised the work to be proceeded with and/or products installed if The Municipality, or anybody representing The Municipality, signed the Service Provider's job card and/or any other document presented for signature upon the rendering of services and/or installation of products. the Service Provider shall provide The Municipality with an invoice in respect of these costs upon completion of the work effected in accordance with the job card and/or any other document as presented to The Municipality, which invoice shall be payable by The Municipality within 30 (THIRTY) days of issue thereof.
- 12.4 The Municipality will be entitled to request the number of reports, the number of transmit SMS's and have a maximum data transfer per month as set out in the contract or user manual as the case may be. Any usage in excess of the allowable amount per month will be charged as per the Service Provider's Standard Rates for such excess, as published on the website from time to time. The Municipality will also be liable for any additional monthly charges incurred on account of SMS/GPRS transmissions in the event of The Municipality or any authorized user activating the message forwarding function to a mobile phone.
- 12.5 In the event of an occurrence and the vehicle being recovered, and should The Municipality elect not to collect the vehicle at the scene, The Municipality hereby duly authorises the service provider to tow the vehicle away from the scene at The Municipality's own risk, that the vehicle will be stored at The Municipality's risk and that The Municipality will be liable to the service provider for any storage costs which become payable in respect of the storage of the vehicle, commencing from 48 (FORTY EIGHT) hours after the vehicle has been delivered to the

storage premises. All costs incurred in this regard shall be for The Municipality's account.

- 12.6 The Municipality will be entitled to an agreed number of SMS/ GPRS's per month in order to obtain information. In respect of a system test and emergency, polls shall be charged at the usual rate charged by the Service Provider. In the event that The Municipality exceeds the allowable monthly usage, The Municipality will be charged for such extra usage.
- 12.7 All voice calls made on this contact are excluded. The Municipality will be charged for all voice calls made on the sim cards used on these contracts as additional charges.
- 12.8 All additional charges shall be payable by The Municipality in terms of the Service Provider's Standard Rates for any goods and services rendered and charged to our usual customers, which rates are obtainable from the website or upon a written request to the Service Provider.

### 13 OPERATION IN TERRITORY

The Municipality acknowledges that the product will only function in the territory where a GSM network of the GSM service provider is available and obtaining a signal in the area where the vehicle is being operated.

### 14 OWNERSHIP

- 14.1 Ownership in the connected GSM subscription and the Sim Card shall always vest in the Service Provider and/or the GSM service provider.
- 14.2 All products sold to the Municipality shall remain the Service Provider's property, until such time as paid for in full.
- 14.3 With regards to the rental options selected, ownership shall remain with the Service Provider and nothing in this agreement shall be construed as conferring any right, title or interest in the product on the Municipality at any stage before or after the initial 36 (THIRTY SIX) months.

### 15 INSURANCE OF UNIT

- 15.1 The Municipality is herewith notified that it shall remain the Municipality's responsibility to ensure that the product is comprehensively insured at all times, against theft, damage or any other loss not covered under maintenance provided for in terms of this agreement.

## 16 DOMICILIA AND NOTICES

16.1 The parties choose as their *domicilia citandi et executandi* for all purpose arising from or pursuant to this agreement, their addresses as follows:

### 16.1.1 The Setsoto Local Municipality

27 Voortrekker Street,  
Ficksburg, 9730  
Tel: 051 933 9300.  
Fax: 051 933 3321

### 16.1.2 Digicore Management System t/a CTrack Mzanzi

Main Rotor Building, 2180 Theron Street,  
Littleton Manor, Ext. 8  
Centurion, 1609  
Tel: 012 662 2705  
Fax: 012 662 2706  
Email:-charleyp@ctrack.co.za

16.2 Any party shall be entitled from time to time, by written notice to the other, to vary its *domicilium* address to any other address within the Republic of South Africa which is not a post office box or poste restante.

16.3 Any notice given by one of the parties to the other ("the addressee") which:-

16.3.1 Is delivered by hand to the addressee's *domicilium citandi et executandi* shall be presumed to have been received by the addressee on the date of the delivery, until the contrary is proved;

16.3.2 Is posted by the prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's *domicilium citandi et executandi*, shall be presumed until the contrary is proved, to have been received by the addressee on the fifth day of the date of posting; or

16.3.3 Is faxed to the chosen fax number, will presumed to be received unless

the other party proves the contrary:-

16.3.3.1 Within four (4) hours after being faxed during normal business; or

16.3.3.2 If not faxed within normal business hours, at twelve o'clock on the first of business that follows the day on which it was faxed.

16.4. Either party shall be entitled, on seven (07) days notice to the other, to change the address *domicilium citandi et executandi*.

16.5 Notwithstanding anything to the contrary contained or implied in this agreement, a written notice or communication actually received by one of the parties from another, including by way of facsimile transmission, shall be adequate written notice or communication to such party.

## 17 VARIATION

17.1 No addition to or variation, cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representative.

## 18 RELAXATION

18.1 No latitude, extension of time or other indulgence which may be given or allowed by any other party in respect of the performance of any obligation hereunder or enforcement of any rights arising from this agreement and single or special exercise of any right by any party shall under any circumstance be construed to be an implied consent of such party or operate as a waiver or novation of, or otherwise affect any of that party's rights in terms of or arising from this agreement or stop such party from enforcing, at any time without notice, strict and punctual compliance with each and every provision hereof.

## General Conditions of Contract (Service Level Agreement)

### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Agreement" means these terms and conditions, including the application form attached to these terms and conditions, as well as any other annexure from time to time incorporated by reference to this agreement.
- 1.2 "Authorised users" means those who may be authorised by the Customer to obtain all services offered by the product from us and who may be notified of any alarms in respect of the vehicle by us.
- 1.3 "Contract" means the written agreement entered into between the Municipality and the Service provider, as recorded in the contract, signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.4 "Contract price" means the amount payable to the Service provider under the contract for the full and proper performance of his contractual obligations.
- 1.5 "CSC" means Ctrack Support Centre, which shall include a reference to any DigiCore Support Centre.
- 1.6 "Day" means calendar day.
- 1.7 "Delivery" means delivery in compliance of the conditions of the contract or order
- 1.8 "False alarm" means an alarm message sent to a CSC in respect of a panic alarm, area violation or battery tampering where such a condition is not an actual emergency and you or any authorised user has not notified the CSC in respect thereof.
- 1.9 "Fixed period" means a period of 36 (THIRTY SIX) months calculated from the commencement date.
- 1.10 "Goods" means all the fleet management system to the Municipality vehicles and machinery and other form of service useful to the installation of the system and provision of the service that the Service provider is required to supply to the Municipality under the contract.

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- 1.11 "GSM Service" means the service rendered by a cellular service provider for transmitting location and speed data from the product to an authorized user's cell phone and the CSC.
- 1.12 "GPRS" means General Packet Radio Service.
- 1.13 "Installation certificate" means the certificate issued by our installer certifying that the product has been successfully installed in your vehicle.
- 1.14 "Occurrence" means the happening of an event which initiates the recovery process or some other action for which the product is designed.
- 1.15 "Product" means the Ctrack system to be installed in your or any authorised user's vehicle.
- 1.16 "Service" means the services detailed in the price list provided to you and on our official website and Stolen Vehicle Support service as listed on the website.
- 1.17 "Service Provider" means DigiCore Holdings Limited (Registration Number 1998/012601/06) or any one of its subsidiaries referred to in the application form to which these terms and conditions are annexed, which subsidiary shall be the contracting party on behalf of the Service Provider, to this agreement.
- 1.18 "SMS" means Short Message Service.
- 1.19 "Subscription charge" means the monthly amount (inclusive of VAT) payable by you in advance for the service as set out on the application form to which these terms and conditions are attached, which includes the Subscription, SMS, Data and GPRS Airtime usage supplied by the Airtime Service Provider.
- 1.20 "Territory" means the Republic of South Africa.
- 1.21 "User manual" means the user manual in respect of the product to be installed in terms of this agreement.
- 1.22 "VAT" means Value Added Tax payable in terms of the Value Added Tax Act No 39 of 1991 (as amended).

the application form to which these terms and conditions are annexed, which subsidiary shall be the contracting party on behalf of the Service Provider, to this agreement.

- 1.18 "SMS" means Short Message Service.
- 1.19 "Subscription charge" means the monthly amount (inclusive of VAT) payable by you in advance for the service as set out on the application form to which these terms and conditions are attached, which includes the Subscription, SMS, Data and GPRS Airtime usage supplied by the Airtime Service Provider.
- 1.20 "Territory" means the Republic of South Africa.
- 1.21 "User manual" means the user manual in respect of the product to be installed in terms of this agreement.
- 1.22 "VAT" means Value Added Tax payable in terms of the Value Added Tax Act No 39 of 1991 (as amended).
- 1.23 "Vis major" means an event beyond the control of the Service provider and not involving the Service provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts or the Service Provider in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.24 "Vehicle" means the vehicle in which the product will be installed and for which the particular service will be provided.
- 1.25 "Website" means [www.ctrack.co.za](http://www.ctrack.co.za)

Dated at Ficksburg on this 20<sup>th</sup> day of MAY 2015

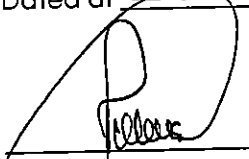
  
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**STR RAMAKARANE**  
**MUNICIPAL MANAGER: SETSOTO LOCAL MUNICIPALITY**

As WITNESSES:-

1. LEBONA MOROUNG   
Name & Signature

2. MAHLAPANE MATUBA   
Name & Signature

Dated at Senfuro on this 17 day of April 2015.

  
**CHARLEY PIETERSEN**  
Managing Director  
Digicore Management System t/a CTrack Mzansi

As WITNESSES:

1.  GIVEN MUTSHENA  
Name & Signature

2.  SILINDILE MSHISO  
Name & Signature