

AGREEMENT TERMS & CONDITIONS

1. DEFINITION

- 1.1 Unless the context clearly indicates a contrary intension, the following words and expressions shall have the meaning assigned to them below and cognate expressions shall bear corresponding meaning.
- 1.1.1 **"Agreement"** means this Agreement and all annexes attached hereto, or as amended with mutual consent of both Parties from time to time;
- 1.1.2 **"Applicable taxes"** mean all the taxes, federal, provincial and local, that are payable by the client in respect of availing the services envisaged in this agreement and shall be deemed to include taxes that are brought into force subsequent to the execution of this agreement. It also include any future taxes may be enforced by authorities in future.
- 1.1.3 **"Client"** as described in customer data base form.
- 1.1.4 **"Commencement date"** means the date on which this agreement signed by the JEVA & Client.
- 1.1.5 **"Equipment"** means the equipment provided to the client for utilization of the service and ancillary items thereto (including operating software or other related item.)
- 1.1.6 **"Fleet management service"** receiving data including Latitude, Longitude using "GPS" (Global Positioning System) and other inputs such as status of ignition, vehicle speed, direction using the microprocessor installed on the equipment at intervals using SMS/GPRS services offered by Network Services Provider, during each day and providing a report based on the information received by JEVA to the client.
- 1.1.7 **"Network Services Provider"** or **"Network Provider"** company/companies licensed by the Government of Pakistan/ Pakistan Telecommunication Authority ("PTA") to establish maintain and operate cellular mobile telecommunication service within the territory of Pakistan, Gilgit Baltistan and Azad Jamu and Kashmir and pursuant to that license, is in the business of providing cellular mobile telecommunication services with in the territory.
- 1.1.8 **"Network Area"** means the area within which the cellular mobile telecommunication services are made available to JEVA by Network Services Provider. For avoidance of any doubt, the Parties acknowledge that the Network does not cover all parts of Pakistan and it is not envisaged that it shall do so and accordingly services shall only be available where network extends.
- 1.1.9 **"Service charge"** means the annual monitoring cost as invoiced and payable upon execution of this agreement and then on each anniversary date thereafter, plus based upon the amounts that may be invoiced to the client on a monthly basis based upon a client's usage of the services in excess of that included in the service package availed by the client.
- 1.1.10 **"Service center"** means any duly appointed service center the location and other details of which shall be communicated to the clients from time to time.
- 1.1.11 **"Servicing Hours"** means the 24 hours service.
- 1.1.12 **"Services"** or **"Vehicle Tracking Services"** means services such as tracking the location and status of vehicles, as well as fleet management services, including monitoring of various aspects of vehicle fleet status and movement, using global positioning system ("GPS") in combination with an on board microprocessor which store and relays the location and status of such vehicle to JEVA's base station using a feature of the SMS/GPRS made available by network provider.
- 1.1.12 **"JEVA"** means JEVA (Private) Limited, a company duly registered by SECP under company ordinance 1984 under company registration no 0000001621/20060205 and licensed by PTA under license no DIR(L)/CVAS-126/PTA/2006. Jeva Private Limited its service center, its agents and/or its distributors.
- 1.1.13 **"Unit"** means any single item of equipment particularly those items of equipment that can readily be identified by their trade name or type.
- 1.1.14 **"Short Message Service"** or **"SMS"** mean provision of storage and routing of Short Message over GSM telecommunication system of Network Services Provider.
- 1.1.15 **"Short Message"** means alphanumeric message of up to one hundred and sixty (160) character.
- 1.1.16 **"General Packet Radio Service"** of **"GPRS"** means the packet oriented mobile data services available to JEVA through GSM telecommunication system of Network Services Provider.
- 1.2 Words importing the singular shall include the plural and vice versa, words importing the muscular shall include the feminine gender and vice versa and natural persons shall include juristic persons and vice versa.
- 1.3 The headings to the paragraphs in this agreement are inserted for the purpose of reference only and shall not affect the interpretation of any provisions to which they relate.
- 1.4 In the event that any definition in this clause 1 contains a substantive provision, than such provision shall be given effect of as if the same were incorporated in to the main body of the agreement.
- 1.5 Any word or expression used in this Agreement shall, unless the context otherwise required, have the same meaning as stated above.

2. SCOP OF THE SERVICES:

- 2.1 Subject to the terms of this Agreement, JEVA shall make available for Client, Vehicle Tracking Services and Fleet Management Services. The services shall be made available on an "as is" basis the at Client's sole risk (which includes but not limited to risk of any defect in, failure of or breakdown of any of the equipment (including the Equipment installed in vehicle, the SMS / GPRS service, Computers Servers at the JEVA data collection center) or the communication facility associated with the services, of any defect in or failure of or congestion of the Services Network Provider's network, of any failure of delivery or non-delivery or erroneous delivery of short message, of any malfunction, of or defect in the equipment, SIM Card, or of any interruption, failure or degradation of the services, whatsoever shall be the cause or duration thereto) and JEVA expressly excludes all warranties and conditions in relation to the services , including but not limited to warranties and condition as to the quality, fitness or adequacy of the services for Client's purposes of for the vehicle tracking or otherwise, and no warranties or conditions or terms shall be implied in this regard. JEVA shall not be responsible or liable for delay delivery or non-delivery or failure of delivery or erroneous delivery of a short message for any reason whatsoever including but not limited to JEVA's negligence.
- 2.2 SIM Cards installed in the equipment by JEVA shall only be used for GPRS/SMS communication for the purpose of Vehicle Tracking Services / Fleet Management Services within the equipment. In any case whatsoever it may be, client shall never take out the sim out of equipment and used for his own use. Any such action shall be considered sole violation of this Agreement and any charges, fine, panelists, losses, damages, legal case raised due to any such action f Client shall be paid/handled by the Client.

3. DURATION AND NOTICE

This agreement shall commence on Commencement date and shall continue for an initial period of 12 months, thereafter be renewed automatically for further periods of twelve months each, unless the customer gives JEVA three months written notice of its intentions to terminate the agreement, which notice may only be given on the anniversary of the commencement date. JEVA may terminate the agreement at its discretion at any time and without having to assign any reason thereof.

4. PAYMENT

- 4.1 Payment of all amounts due in term of this agreement shall be made by the client to the JEVA by way of a cheque, cash or pay order, in the form and substance prescribed in schedule-1 of this agreement unless JEVA and the client agree to an alternative method of payment.
- 4.2 The service charge is exclusive of the applicable taxes, which shall be invoiced along with service charge but under separate head(s). All invoices issued by JEVA must be paid in full within the due date mentioned on the invoice. If the payment is not received within the due date, late fee shall be charged at the rate of Rs 2000 per month.
- 4.3 Notwithstanding anything contained in clause 4.2 above, if any of the payment due to be made to JEVA is not made within the stipulated time as advised by JEVA to client or within one months from the date of issuance of invoice, whichever is later, JEVA hereby is authorized to.
- 4.3.1 Terminate this agreement and discontinue the provision of any and all services to the client, and/or.
- 4.3.2 Immobilize the vehicle without any prior notice to the customer till the full and final payment is received by JEVA to its entire satisfaction.
- 4.3.3 Nothing hereinabove contained shall prejudice JEVA's right to avail any other remedy (ies) available to it under the law of recovery of outstanding amount.
- 4.3.4 Invoice any additional services rendered e.g. entry into no-go areas without intimation, false alarms etc. at its own discretion, to the Client.
- 4.4 JEVA shall not be responsible for any action, claim, loss, damage and/or detriment that are occasioned by the client as a result of an action taken in accordance with clause 4.3 above.

5. SERVICES

- 5.1 JEVA shall provide Fleet management service / Vehicle Tracking Service to the client who is rightful owner or has access to the password only as Primary User, the scope of which is exhaustively defined herein.
- 5.2 With respect to Fleet Management Service, JEVA shall install the Equipment in the motor vehicle of the client or Client my provide the motor vehicle with pre-installed equipment, effecting modifications to the motor vehicle as deemed expedient by JEVA and then ensure that the same is in working order.
- 5.3 The Equipment shall transmit periodical data to the base station at JEVA using SMS/GPRS services and JEVA shall collate this data and provide the client with a report at the price determined by JEVA at the end of the day or at any other period that is agreeable to JEVA.
- 5.4 With respect to Vehicle Tracking Service, JEVA shall install the Equipment in the motor vehicle as deemed expedient by JEVA and ensure that the same is in working order.
- 5.4.1 While the motor vehicle is in Network area, the vehicle shall be electronically monitored. Once Vehicle leaves the Network Area JEVA will not be able to monitor the vehicle hence will not be able to provide services until motor vehicle is back in the networking are and installed equipment is responding property.
- 5.4.2 If there is emergency in control room (In case of theft & snatching) client's normal request for vehicle position may be delayed because emergency will be our priority in any case.
- 5.4.3 While the motor vehicle is within the network area, a client may telephonically instruct JEVA to issue electronic instruction to the equipment installed in the motor vehicle to immobilize the motor vehicle, upon providing JEVA with the accurate authentication code(s). JEVA will only immobilize a vehicle while the motor vehicle is within the Network Area, if it is stolen/snatched or in case of kidnapping/commitment of a crime, after it has been duly informed by the Law Enforcement Agencies (LEA). JEVA will not shut the vehicle off in any other circumstances at the request of the client. As per JEVA's standard operating procedure and International standards, immobilization can only be executed once the speed of the vehicle comes below 20 kmph.
- 5.4.4 While the motor vehicle is within the network area, if the signal from the motor vehicle to JEVA is disrupted and/or if the panic alarm installed is activated then JEVA shall attempt to contact the client and try to inform the client on his registered mobile contact no via SMS and phone call.
- 5.4.5 All Clients should inform JEVA regarding their movements in no-go areas in advance. This can be done by clients before starting their journey or even on their

Customer Signature: _____

- way to such an area. In the event that JEVA has no such information and on its learning that the vehicle is found plying within a no go area, JEVA may immobilize the Vehicle. By informing JEVA in advance, the client shall not only save himself and his family any inconvenience, but will also ensure their security and safety.
- 5.4.6 The client understand that the authorities may levy a fine and/or charge for any false alarm or signal which summons an emergency services and the client agrees to assume all responsibility for any alarm or signal and to pay related fines, levies and charges. The client hereby releases JEVA and JEVA's agents, contractors and/or employees from any such responsibility and/or liability.
 - 5.4.7 If in the sole discretion of JEVA, it is determined that the client is generating an excessive number of false alarms and/or signal, JEVA may charge the client a surcharge for processing such false alarms and signals or may strip the client of that particular service without any prior notice.
 - 5.4.8 If the client requires discontinuation of the immobilization function of the vehicle tracking system, temporarily or permanently, than notice of the same shall to be given to JEVA at least three business day prior to the time when the client desires such instructions to take effect.
 - 5.4.9 The client must inform JEVA immediately if the client diverts itself of the ownership/possession/control of motor vehicle. This is essential in order for JEVA to serve its client's security needs. The Client should obtain the "Transfer of Ownership/New Details Form" from the concerned department in order to avoid any inconvenience. JEVA will not entertain any requests from unauthorized persons.
- 5.5 **JEVA is neither a security /recovery agency nor an insurance company.** JEVA does not offer recovery services of any vehicle under any circumstances. However, JEVA assures that in the unfortunate event that a vehicle gets stolen/snatched; JEVA will extend their most sincere efforts towards its recovery by providing technical assistance (such as location of the vehicle subjected to the equipment functioning property and vehicle is within network area while Network Services Provider is providing its services property). **JEVA does not prevent theft/snatching of the vehicle** but it is essentially a fleet management and vehicle tracking services provider, which enables its clients to control its vehicle movement, monitor driver's behavior and on the basis of reporting assists in efficiency management. **In no event shall JEVA be liable to the Client for consequential, special or indirect losses, or damages, injuries, including but not limited to loss of vehicle, business, revenue or profits or losses or damages arising out of the claims from Client.**
- 5.6 **JEVA is not an insurance company** and highly recommend its Client to obtain the insurance for its vehicle from a reputable insurance providers in Pakistan in order to limit Client's risk. JEVA shall provide a certificate to its Client on request, which can be used to get better rate from the insurance companies.
- 6. EXCLUSIONS.**
- 6.1 JEVA shall use its best endeavors to ensure continues provision of the service to the client but shall not be liable and/or responsible in any manner for any cessation that may occur in the provision of service to the client.
 - 6.2 Save for willful misconduct and gross negligence on the part of JEVA, JEVA shall not be held liable and/or responsible for any loss, damage, detriment and/or harm that may be occasioned by the client due to the cessation of service and/or pursuant, connected, related and/or ancillary to having entered in to this agreement.
 - 6.3 The services that are being provided to the client are dependent upon the cellular mobile telecommunication services offered by the Network Services Provider that are to be provided to JEVA, JEVA shall not be held liable and/or responsible for any loss, damage, detriment and/or harm that may be occasioned by the client due to the cessation of the cellular mobile telecommunication services or unforeseen malfunctions inherent due to excessive vibrations on bumpy/broken roads.
 - 6.4 JEVA is licensed by the government of the provision of the services. JEVA shall not be held liable and/or responsible for any loss, damage, detriment and/or harm that may be occasioned by that client due to the temporary or permanent revocation of the license, for the provision of the service by the Government.
 - 6.5 JEVA shall not be responsible for the performance of any acts other than those stipulated in this agreement.
 - 6.6 JEVA shall not be liable for the equipment not performing as required even after the requisite instructions have been issued by JEVA.
 - 6.7 JEVA shall not be liable for any action, claim, loss, damage and/or detriment that is occasioned by the client as a result of immobilization of the motor vehicle and/or anything related, connected, pursuant and/or ancillary thereto.
 - 6.8. JEVA shall not be responsible for the recovery of any motor vehicle that is misappropriated and no loss, action, claim and/or detriment shall be claimed against JEVA in this regard.
 - 6.9 JEVA shall not held responsible for any voice use that is made of the cellular mobile telecommunication apparatus installed in motor vehicle and/or anything connected thereto. If such an action is brought to the notice of JEVA then JEVA shall have the right to terminate the services forthwith without any notice to the client and any charges connected to the voice usage of the cellular mobile telecommunication apparatus installed In the motor vehicle shall be payable by the client to JEVA within three days of the same having being demanded by JEVA.
 - 6.10 JEVA shall not be liable/responsible for the provision of service or anything related, connected pursuant and/or ancillary thereto if JEVA is not informed by the client of having divested itself of the ownership possession/control of the motor vehicle and JEVA would stand discharged of its obligations under this agreement and/or anything related/connected pursuant and/or ancillary thereto.
 - 6.11 JEVA will be entitled to and is hereby authorized by the client (without JEVA being obliged to do so) to accept instructions from the legal/ registered owner or authorized user of the vehicle in which the equipment is installed to remove the equipment from such vehicle and cease monitoring of the relevant vehicle, in which case, the client will be notified in due course and the removed equipment will be held to the order of the party, person entitled to the equipment. JEVA will have no liability or obligation to the client for any loss, damages or costs, if it has acted in accordance with the authority granted in terms of this clause.
 - 6.12 Upon learning of the removal/ misuse of the equipment/ unit, the system will be immediately shut down and criminal proceedings shall be initiated.
 - 6.13 JEVA shall be entitled to recover the loss due to the misuse of the unit and additional penalties/ charges maybe imposed and recovered from the authorized user/ owner.
- 7. EQUIPMENT**
- 7.1 The equipment, shall be purchased by the Client, which shall only be installed by JEVA. The service shall only become operative once the client has purchased the equipment and the same has been installed by JEVA in the client's motor vehicle.
 - 7.2 The equipment shall be installed by JEVA in each motor vehicle and customer authorizes JEVA to effect any modification deemed expedient by JEVA inclusive of but not limited to acts involving cutting, welding and/or drilling to motor vehicle of the customer and the customer hereby waives the right to claim anything from JEVA for any loss, damage, diminution, occasioned by the customer due to JEVA installing the equipment in the motor vehicle and/ or anything related, connected and /or ancillary thereto
 - 7.3 The equipment belongs to the person/company/ institution that have paid for the system. If the user leases the system from a leasing/financial institution then till such time the unit is paid off, ownership will be held by the institution and not the Client. Though the client will be free to avail the services of JEVA, the institution will also possess the right to inquire regarding the location of the vehicle and in extreme cases, even shut off and repossess the vehicle. If the unit is paid in full by the client whilst the vehicle is leased/financed, no request of any sort from the leasing financial institution will be entertained.
 - 7.4 The equipment shall be returned to JEVA upon discontinuation of service to hold in safe authorized custody (duly receipted) or the client may sell the unit to be installed in another vehicle after paying the removal/installation charges and all outstanding dues (if any).
 - 7.5 The installation, maintenance, repairs and servicing of the equipment shall be done solely by JEVA. The client shall be separately liable, in addition to the service charges payable in term of the agreement, to reimburse JEVA for the cost of repairing and/or adjusting any item of equipment to restore it to the condition in which an item of equipment of that nature and age should be. Fair wear and tear is accepted before carrying out any such repair and/or adjustment. JEVA shall advice the client of the estimated cost of such repair and/or adjustment. If the client declines to have the item of equipment restored to the standard required by JEVA, then the agreement shall stand terminated.
 - 7.6 If the JEVA's services are obtained for a vehicle operational under the hire/ purchase scheme, it is essential that JEVA is informed prior to signing of this Agreement.
 - 7.7 The chosen position/location to install the equipment is the best possible option in the vehicle which may not be disclosed to the client for security reasons unless insisted upon by the client. Any attempt by any entity other than JEVA to interfere with equipment shall immediately absolve JEVA of all its obligations under this agreement and this agreement may be deemed as terminated forthwith.
- 8. SERVICES WITH RESPECT TO THE EQUIPMENT**
- 8.1 JEVA agrees to provide the following services in relation to equipment listed.
 - 8.1.1 Should any unit fail to operate correctly having been strictly maintained by JEVA in accordance with the provisions of this agreement then provided that.
 - 8.1.1.1 The client has give written notice to JEVA of the fault having occurred in the equipment; and
 - 8.1.1.2 The unit and/or the written guidelines manuals advice or instructions given to by JEVA in respect of the equipments use and operation, JEVA shall, upon receipt of the requisite notice from the client, repair or replace, at the JEVA's discretion, such offending units at Client's cost.
 - 8.1.2 The supply of all spares and labor as are required as determined by the JEVA
 - 8.2. For the duration of this agreement the client agrees not to permit any person other than JEVA or it's duly appointed agents to maintain service, calibrate and/or repair any item of equipment.
- 9. EQUIPMENT ACCESS**
- 9.1 When JEVA notified of a required service, such notice shall include but not be limited to.
 - 9.1.1 The registration of the vehicle.
 - 9.1.2 The location of the vehicle requiring service
 - 9.1.3 The time of availability of the vehicle at the above location.
 - 9.1.4 The client contact person and contact relating to the service.
 - 9.2 Should JEVA or its appointed representative not be provided with the access to the equipment or the equipment is not available at the above location and time then notwithstanding anything to the contrary contained in the agreement, JEVA shall be entitled to charge the client all travelling costs.
 - 9.3 The amount payable to JEVA with respect to the repairs and/or additional services having been performed by JEVA with regard to the equipment shall be paid to JEVA by the client at the same day at which repairs and/or additional service that have been carried out. JEVA shall not be obliged to carry out any further service in term of this agreement until all such amounts have been paid.
 - 9.4 JEVA shall frequently call upon the client to bring into a designated service center the motor vehicle, in which equipment has been installed, for quality control and maintenance measures. The client must bring the motor vehicle in which the equipment has been installed to the designated service center at the time so designated by JEVA.
 - 9.5 **Since JEVA is only a Vehicle Tracking Service/Fleet management Service provider;** hence in case of theft/ loss/snatching or any damage to vehicle what so ever it may be due to any delay on JEVA's part , JEVA shall not be held liable for any damage, losses what so ever they may be.

Customer Signature: _____

10. EXCLUSIONS WITH REFERENCE TO THE EQUIPMENT

- 10.1 The following is specifically excluded from the service defined in this agreement.
 - 10.1.1 All repairs or maintenance of service necessitated by.
 - 10.1.1.1. Any damage caused to the equipment or by the equipment including but not limited to:
 - 10.1.1.2 Any act of God or similar man made event or as applied to vis major or causes fortuitous.
 - 10.1.1.3 The loss of equipment between the happening of one service and the next
 - 10.1.1.4 All damage caused by a faulty or spurious electrical supply.
 - 10.1.1.5 All damage caused as the direct or indirect result or any act of tampering vandalism or malicious damage howsoever caused.
 - 10.1.1.6 All damage caused as a result of a vehicle accident.
 - 10.1.1.7 All damage caused by fire, theft or flood.
 - 10.1.1.8 All damage caused as a direct or indirect result of civil or political disturbance or any like event all damage caused by any act of any third party.
 - 10.1.1.9 All damage caused by the malfunctioning of the equipment
 - 10.1.2 All damage caused as a result of the ingress of any fluid penetrating the equipment if applicable.
 - 10.1.3 Any re-calibration or adjustment to any equipment as is required after any gearbox tire differential or similar component change and/or modification has been effected to any vehicle to which the equipment has been fitted.
 - 10.1.4 Any replacement of any engine revolution or gearbox "takeoff device including any" w-terminal" or similar device;
 - 10.1.5 Any stoppage, limitation, engine control, engine shut down or similar event resulting from the operation of the equipment.
 - 10.1.6 The removal and/or de-installation or any similar action requiring removal, re-installation and/or relocation of any equipment.
- 10.2 Where the client indicates to JEVA that the equipment has failed to operate and in so doing cause JEVA to attend at the location of such a unit ostensibly to repair same and given that it subsequently transpires that same was an incorrect client supposition than JEVA shall be permitted to additionally charge the client.
- 10.3 JEVA shall not be liable/responsible for the provision of services or anything related, connected, pursuant and/or ancillary thereto if the motor vehicle, within which the equipment is installed, is not brought to a designated service center at the time so designated by JEVA for a quality and maintenance check. JEVA would stand discharged of its obligations under this agreement and/or anything related and connected, pursuant and/or ancillary thereto if the client is unable to bring the motor vehicle within which the equipment is installed for a quality and maintenance check upon being requested by JEVA.

11. BREACH

Should either party fail to comply with any term of this agreement and fail to remedy such breach within a period of 14 days after receiving written notice to remedy such breach then the party serving such notice shall be entitled without prejudice to any other remedy it may have in law to elect to cancel this agreement.

12. GENERAL

- 12.1 The parties further specifically agree that this agreement shall be the sole agreement governing them in respect of the services and the equipment and hereby specifically agree that this agreement shall supersede any other agreement offer undertaking utterance or statement made by either party, its agents, servant or staff prior to the commencement of this agreement.
- 12.2 The client shall not have the right to assign or otherwise transfer its right's or obligations under this agreement.
- 12.3 No alternation, variation or addition hereto shall be or any force effect unless reduced to writing reduced into writing, suitably identified as such by specific reference to this.
- 12.4 No indulgence, leniency or extension of time granted by either party to the other shall in any way prejudice the grantor in term of it from subsequently exercising any or all of its rights in term of this agreement.
- 12.5 JEVA shall have no liability whatsoever other than set out in this agreement whether in contract or otherwise in respect of the services and/or equipment have the client nor shall JEVA be liable to the client or any other person for any injury, loss or damage whatsoever, whether consequential or otherwise, arising from the use by the client of the equipment.
- 12.6 The client shall be liable to pay all taxes, levies, duties, fess including but limited to sales tax, withholding tax, excise duty presently applicable or made applicable or levied in future by any central or provincial government or any other competent authority in respect of the equipment and services provided herein or any services in relation to any transaction or activity hereunder.
- 12.7 The Client authorizes JEVA to provide information of the vehicle movement to any Law Enforcement Agency/Government/Intelligence Agency upon providing a formal request.
- 12.8 The cost of installation and monitoring fee will not be refunded once equipment is installed in vehicle.
- 12.9 Transfer fee will be charged for the transfer of equipment from one vehicle to another vehicle.
- 12.10 The Client can have his vehicle insured, at his own discretion, which is highly recommended by JEVA. The insured vehicle will be offered full cooperation for settlement of claim from insurance companies in any case of any incident, no compensation what so ever towards the cost of vehicle will be offered by JEVA to its client in case of non-recovery/damage of the vehicle or any other loss whatsoever that may be.

13. NOTICE AND DOMICILIUM

13.1 Each of the party chooses its Domicilium citandi et executandi ('domicilium') for the purpose of giving any notice, the serving of any process and for any other purposes arising from this agreement at their respective set forth hereunder:

JEVA:

JEVA Private Limited, Top Floor, JAS Tower, Imperial Garden, Barki Road, Lahore

The Client:

13.2 Any notice given and any payment made by a party to the other ("the addresses") which

13.2.1 is delivered by hand during the normal business hours of the addressee that the address's domicilium shall for time being be presumed until the contrary is proved addressee at time of delivery.

13.2.2 is posted by prepaid registered post from an address within Pakistan to the addressee at the address's domicilium for the time being shall be presumed until the contrary is proved by the addressee to have been received by the addressee on the fourth day after the date of posting.

13.3 Where in term of this agreement any communication is required to be in writing, the term "writhing" shall include communication by telex or facsimile. Communication by the telex or facsimile shall unless contrary is proved by the address be deemed to have been received by the addressee one hour after the time of transmission.

I fully understand that JEVA is only providing Vehicle Tracking Services/Fleet Management Services and installing the equipment/unit with the services does in no way guarantee safety and security of the vehicle nor does it hold JEVA liable in case of loss as clearly identified in terms and condition above and may be further amended from time to time, which I have read and am in full agreement with.

In Witness whereof, the customer has signed this agreement on this _____ day of _____ of 2016

Customer Name: _____

Customer Signature: _____

Witness Name: _____

Witness Signature: _____

Customer Signature: _____