

TRAKM8 CUSTOMER REFERRAL SCHEME

DEFINITIONS AND APPLICATION OF TERMS

1. In these Terms and Conditions the following words and phrases shall have the following meanings:
 - “**Group**” in relation to a company, means such company and its ultimate holding company and any direct or indirect subsidiaries of such ultimate holding company from time to time.
 - “**Prospect**” includes any person contacted by or on behalf of the Trakm8 Group in the preceding 6 months or any person in negotiations to become a customer of the Trakm8 Group during such period.
 - “**Referred company/organisation**” means the company or organisation referred to Trakm8 by the Referrer.
 - “**Referrer**” means the current Trakm8 customer (that is a company, partnership or sole trader) which is referring another company/organisation to Trakm8.
 - “**Scheme**” means the Trakm8 Customer Referral Scheme whereby the Referrer is rewarded in the event a Referred company/organisation becomes a Trakm8 customer in accordance with these Terms and Conditions.
 - “**Submission Date**” means the date upon which the Referrer submits its referral of the Referred company/organisation to Trakm8, being the date Trakm8 receives the Referrer’s valid and completed referral form pursuant to clause 9.
 - “**Trakm8**” means Trakm8 Limited (company number 04415597).
2. A reference to holding company or a subsidiary means a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee.
3. By referring a company/organisation in accordance with this Scheme the Referrer will be deemed to have accepted and agreed to the following terms and conditions.

ELIGIBILITY

4. The Scheme is only open and eligible to current Trakm8 customers seeking to introduce a new customer to Trakm8. If an employee, agent, worker or equivalent of a company/organisation seeks to refer a Referred company/organisation to Trakm8, they will be deemed to be making such referral on behalf of the company/organisation that they are employed or engaged by.
5. The following individuals, companies, organisations and institutions are not eligible for participation in, or referral in relation to, this Scheme (whether as a Referrer or Referred company/organisation, as appropriate):
 - a. Foreign Public Officials (as defined in the Bribery Act 2010 (as amended from time to time) (“**Bribery Act**”));
 - b. any officer or employee of a government or any department, agency, or instrumentality of the government or a public international organisation. This includes any person acting in an official capacity for or on behalf of any such government, department, agency or instrumentality or organisation;
 - c. Companies, institutions or individuals whose main business focuses on the acquisition, and sale, of addresses for marketing purposes;
 - d. Companies, institutions or individuals whose main business focuses on generating revenues by referring prospects and/or leads to third parties;
 - e. Companies, institutions or individuals who are introducers, channel partners, resellers, distributors or equivalent; or

- f. Individuals who would be deemed to be consumers in each case as determined by Trakm8 acting in its sole discretion.
- 6. The Scheme only applies if the Referred company/organisation
 - a. is not currently engaged with the Trakm8 Group (whether as a customer or in negotiations to become a customer);
 - b. is not a Prospect of the Trakm8 Group;
 - c. has not been, a customer, or in negotiations with the Trakm8 Group to become a customer, nor a Prospect of the Trakm8 Group, nor been referred to the Trakm8 Group by a third party or employee, agent, worker or similar, in the previous 6 months prior to the referral,
 - d. Is not a company/organisation which is in the same Group of any of the foregoing.
- 7. The Scheme is available only to a Referrer who (where the Referrer is a company) is incorporated in the UK or (where the Referrer is not a company) whose principal place of business is in the UK.
- 8. The Scheme is not available to Trakm8's or Trakm8 group companies' staff (including employees, agents, workers, contractors or their equivalent) or their family members.

REFERRAL PROCESS

- 9. In order to refer a Referred company/organisation under the Scheme, the Referrer shall complete Trakm8's online Referral Form at <https://www.trakm8.com/referrals> to be completed by the Referrer in relation to each Referred company/organisation and submit it to Trakm8 in accordance with the instructions specified by Trakm8. Information obtained or supplied by any other means (including verbally or in writing/email) will not be treated as a valid referral and accordingly no referral fee shall be payable.
- 10. It is the responsibility of the Referrer representative to ensure that it has obtained the prior authority of its employer or engager to make any referrals under the Scheme and to declare the referrals in accordance with its organisation's policies and procedures.
- 11. Each Referred company/organisation must contract directly with Trakm8, and shall not be a reseller or distributor or equivalent, nor contract through a reseller or distributor or equivalent. If and to the extent they do, no referral fee shall be paid/payable in relation to that order/contract.
- 12. The name of the Referrer and Referrer representative may be named in communications between Trakm8 and the Referred company/organisation and the Referrer hereby consents to the same.
- 13. Trakm8 shall not be obliged to enter into any contract or order with any Referred company/organisation.

REFERRAL FEE

- 14. The referral fee payable to a Referrer in relation to a Referred company/organisation is £10 per telematics device or £10 per optimisation subscription (licence) (as applicable) that is ordered by the Referred company/organisation from Trakm8, subject to the following
 - a. the referral fee shall be calculated and payable only in relation to the initial first purchase of the telematics devices or optimisation subscriptions (as applicable) by the Referred company/organisation and any subsequent purchases shall be disregarded for the purposes of the Scheme and no further referral fee shall be due if the Referred company/organisation subsequently increases its order for devices or subscriptions (as applicable);

- b. such telematics device or optimisation subscription ordered by the Referred company/organisation must be made pursuant to a legally binding contract with either
 - i. a minimum period of 12 months; or
 - ii. an initial term of less than 12 months but which continues thereafter for a minimum period of 12 months.
- 15. A maximum referral fee payable in relation to any Referred company/organisation (including each member of its Group, where applicable) of £5,000. For the avoidance of doubt, there are no sums/referral fees payable for accessories and peripherals (including without limitation firmware, SIM card and network airtime, driver lightbars, cameras and requisite fuses and cables), service fees, installation, de-installation, re-installation, service visits and/or deactivation fees or similar, project or professional services and/or hosting fees.
- 16. In the event that a Referred company/organisation is sent by multiple Referrers, whichever Referrer submitted the referral first will be deemed as the Referrer and receive the referral fee to the exclusion of all other Referrers. Trakm8 will notify the Referrer if the Referred company/organisation has previously been referred to it.
- 17. There is no limit to the number of referrals which can be made by each Referrer, but each referral must be a bona fide referral and must be properly authorised by the Referrer in accordance with its policies and procedures.
- 18. Orders for a telematics device or optimisation subscription:
 - a. Must be concluded (i.e. result in a signed legally binding contract); and
 - b. Have resulted in the Referred company/organisation paying the first regular payment / instalment for such device or subscription in respect of which a referral fee is payable (excluding any trial periods) in respect of the minimum contract period set out in clause 14b above,within 12 months of the Submission Date for them to qualify for the referral fee (“**qualifying contracts**”). Referrals which do not result in the same (for example, any orders which are concluded after expiry of 12 months from the Submission Date or where the first regular payment is received more than 12 months after the Submission Date) will not be eligible for a referral fee.
- 19. Referral fees shall only become due and payable upon confirmation from Trakm8 that the Referred company/organisation has:
 - a. entered into a qualifying contract with Trakm8 as a direct result of the referral and (in the case of a qualifying contract with the minimum period set out in clause 14b.ii.) that the minimum period of 12 months has expired; and
 - b. paid the first regular payment / instalment for the device/unit or resource in respect of which a referral fee is payable (excluding any trial periods) in respect of the minimum contract term.
- 20. Where a referral fee is due and payable, Trakm8 will (at the Referrer’s written direction) either:
 - a. make a charitable donation equivalent to the referral fee to a UK registered charity of the Referrer’s choice, but subject to clause 21 below;
 - b. provide the Referrer with a credit in an amount equal to the referral fee against sums due and payable by the Referrer to Trakm8; or
 - c. pay the referral fee directly to the Referrer to an account nominated by the Referrer (to Trakm8’s reasonable satisfaction).

Any such payment made pursuant to this clause 20 shall be in full and final satisfaction of the referral fee and shall constitute the Referrer’s sole and exclusive right to the referral fee. In the event that the Referrer fails to elect for any of the options set out in a to c above within 3 months of Trakm8 advising the Referrer of its eligibility for a referral fee, then Trakm8 shall make a charitable donation equivalent to the referral fee to a UK registered charity of Trakm8’s choice and the Referrer waives any and all rights to receive the referral fee in any other manner.

21. If Trakm8 is unable to make the payment referred to in clause 20.a above in accordance with the Referrer's wishes, Trakm8 reserves the right to substitute a reward of commensurate value or make a donation to an alternative charity of Trakm8's choosing, subject to the terms of this Scheme.
22. Referral fees are exclusive of any applicable statutory value added or other taxes and shall be the sole reward provided to the Referrer by Trakm8 under this Scheme. Trakm8 shall not be responsible for payment of any income or other tax due and payable by the Referrer in connection with any referral fee provided pursuant to this Scheme, and the Referrer is liable and responsible for the same.
23. The Referrer is responsible for making any and all declarations relating to any donations or referral fees made as a result of this Scheme.

BRIBERY AND CORRUPTION

24. Each party shall comply with applicable anti-bribery laws, including without limitation the Bribery Act, and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption.
25. Without limiting clause 24, neither party shall make or receive any bribe (as defined in the Bribery Act) or other improper payment, or allow any such to be made or received on its behalf, either in the UK or elsewhere.
26. Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements of clauses 24 and/or 25.

DATA PROTECTION

27. The Referrer warrants that it is authorised and entitled to provide any data or information about the Referred company/organisation and the Referrer to Trakm8 for the purposes of referring the Referred company/organisation in accordance with this Scheme.
28. Use of such data or information by Trakm8 may include but shall not be limited to any marketing efforts (including by email, phone and post) in order to pursue the opportunity, and the Referrer shall obtain the written approval of the Referred company/organisation and any relevant individual(s) (including any representatives) in accordance with all applicable data protection laws prior supplying the same to Trakm8. The Referrer shall provide evidence of the same upon Trakm8's request.
29. All personal data shall be handled by Trakm8 in accordance with its Privacy Policy from time to time (available at <https://www.trakm8.com/privacy-policy>).

CONFIDENTIALITY

30. Except as specifically provided herein, the existence and terms of this Scheme shall remain confidential to Trakm8 and the Referrer shall not make any public comments with respect thereto.
31. The Referrer and Trakm8 shall not be prohibited from discussing with any Referred company/organisation the material terms of this Scheme and being open and transparent about the relationship between the Referrer and Trakm8.

BREACH AND TERMINATION

32. If Trakm8 believes that a breach of this Scheme by the Referrer has occurred or may occur, Trakm8 may withhold a referral fee until such time as it is satisfied there has been no breach, nor that a breach will occur, or if it reasonably believes that there has been such a breach, to decline to pay the referral fee. Trakm8 shall not be liable to the Referrer for any claims, losses or damages whatsoever related to its decision to withhold such referral fee(s) under this clause.

33. Trakm8 may terminate a Referrer's participation in the Scheme with immediate effect on written notice in the event that:
- a. the Referrer has breached any material provision of the Scheme;
 - b. the Referrer suspends, or threatens to suspend, payment of its debts or is unable or deemed unable to pay its debts as they fall due or admits inability to pay its debts or has no reasonable prospect of so doing or (being a partnership) has any partner to whom any of the foregoing apply;
 - c. the Referrer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or the solvent reconstruction of the Referrer;
 - d. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Referrer other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or the solvent reconstruction of the Referrer;
 - e. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Referrer;
 - f. the holder of a qualifying floating charge over the assets of the Referrer has become entitled to appoint or has appointed an administrative receiver;
 - g. a person becomes entitled to appoint a receiver over all or any of the assets of the Referrer or a receiver is appointed over all or any of the assets of the Referrer;
 - h. the Referrer is the subject of a bankruptcy petition, application or order;
 - i. a creditor or encumbrancer of the Referrer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - j. any event occurs, or proceeding is taken, with respect to the Referrer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (b) to (i) (inclusive);
 - k. the Referrer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - l. the Referrer dies or, by reason of illness or incapacity is incapable of managing their own affairs,
- in which case, Trakm8 shall not be liable to pay the Referrer any further referral fee(s) in respect of any referrals, whether or not the same are due and payable.

LIABILITY

34. Nothing in these terms shall exclude or limit Trakm8's liability for death or personal injury resulting from negligence, fraud, fraudulent misrepresentation or any other liability which it may not exclude or limit by law.
35. To the fullest extent permitted by law, Trakm8 is not liable for any loss or damage whatsoever (whether under contract, tort (including negligence) or otherwise) which is suffered or sustained as a result of participation in this Scheme.
36. Except as referred to in clause 34 and subject to clause 35, Trakm8's aggregate liability in respect of all claims arising under or in connection with the Scheme or the legal relationship established by the Scheme (whether under contract, tort (including negligence) or otherwise) shall be limited to the value of the referral fee that the Referrer would be eligible to receive under this Scheme.
37. Trakm8 shall not in any circumstance (whether under contract, tort (including negligence) or otherwise) be liable for any loss of profits (actual or anticipated), loss of revenue, loss of anticipated savings, loss of goodwill, loss or corruption of or

damage to data or for any indirect, incidental, consequential or special loss or damage.

DISPUTES

38. Trakm8 will determine at its sole discretion and has final say as to whether a successful referral has been made, the eligibility of any Referred company/organisation and/or Referrers or whether any referral fee is due or payable. The decision of Trakm8 is final and may not be challenged.
39. The Scheme is governed by and construed in accordance with the laws of England. The English courts have exclusive jurisdiction over any claim or dispute arising from or related to the Scheme and/or these terms.

GENERAL

40. Trakm8 reserves the right to withdraw or alter the terms of this Scheme at any time, without notice. The Referrer shall not have any claim towards Trakm8 regarding referrals accepted, or referral fees due to be issued by Trakm8, after withdrawal or alteration of the Scheme save to the extent in accordance with the modified terms. This shall not affect any referral fee which has become due and payable before such withdrawal or amendment is made.
41. These terms constitute the complete agreement between the parties in respect of this Scheme and replace any and all prior oral or written communications between the parties relating to the same. There are no other conditions, understandings, agreements, representations or warranties, express or implied, which are not specified herein.
42. The Referrer must comply with all national and local laws and regulations which are applicable to activities pursuant to this Scheme.
43. If one or several provisions of this Scheme are or become invalid this shall not affect the validity and enforceability of the remaining provisions.

If you require any further information in regards to the Scheme then please contact your usual business contact.