

TERMS AND CONDITIONS

1. Rental of the Equipment

- 1.1 Subject to the terms and conditions hereof, the Company agrees to rent to the Renter and the Renter agrees to rent from the Company the Equipment referenced in the Service Agreement Form.
- 1.2 The Renter shall not be entitled to use the Equipment for any other purpose than for vehicle tracking service provided by the Company.
- 1.3 The Renter shall, at its own expense and risk, during the rent period:
- a) keep the Equipment safe and in good working condition and protect the Equipment from deterioration, other than normal wear and tear, and will not use the Equipment for any purpose other than that for which it was designed.
 - b) follow all technical information given by the Company from time to time related to the use and maintenance of the Equipment; and
 - c) Upon reasonable advance notice and during reasonable business hours, will make the Equipment and maintenance records available to the Company for inspection.

2. Liability and Insurance

- 2.1 The Renter shall bear the risk for and be liable to the Company for any loss or defect or any damage to as well as any costs or other liabilities relating to the Equipment during the rent period as well as for any breach of its obligations hereunder and shall hold harmless and indemnify the Company against any such loss, defect, damage, cost, liability or breach.
- 2.2 The Renter shall pay for a full replacement value insurance of the Equipment in respect of any and all rented Equipment against any and all insurable risks. The insurance shall be taken out and maintained in a generally recognized responsible insurance company arranged by the Company.

3. Rent

The rent for the Equipment shall be as stated in the Attachment [2] and shall be payable in advance within a period specified in the invoice at the rate specified in the Equipment Rental Agreement, subjected to the terms and conditions as stated in the Attachment [1]. The payment of the rent of the equipment shall be made by the date and in accordance with the terms and payment methods as specified in the invoice. Rental fee may be adjusted from time to time by the Company and the Company shall give a written notice of the adjustment thereof to the Member at least 30 days in advance. In this case, the Member may choose to terminate the rental agreement by giving the Company a written notice before the date the new rental fee becomes effective. Any failure to do so, the Member is obliged to pay the rental fee at the new rate to the Company. The rental fee shall be subject to value added tax or any other taxes as required by law. The Member hereby agrees to pay all charges to its account including all applicable taxes except for withholding tax in accordance with billing terms in effect at the time the fee or charge becomes payable.

4. Default

The Company shall have the right to either terminate and/or suspend the service provided to the Member in the case where the Member fails to comply with the terms and conditions herewith including but not limited to the Member's failure to pay the rental fee. In the case of any overdue payment, the Company reserves the right to claim for any outstanding service fee together with the interest at the annual rate of 15%.

5. Title to the Equipment

The Equipment shall at all times remain and be the sole and property of the Company and the Renter shall have no right or ownership whatsoever therein except as expressly set forth herein. The Renter will defend, at its own expense, the proprietary rights of the Company and will not create any lien or other encumbrance on the Equipment.

6. Liability

In no event, whether as a result of breach of contract, tort liability (including negligence) or otherwise, shall the Company or its personnel be liable for any special or consequential damages or losses, including but not limited to, damages for loss of revenue, loss of goodwill, etc.

7. Term of agreement

This Agreement shall continue for an initial period of **5 years** from the Commencement Date as stated in Attachment [2] and shall continue unless otherwise terminated by either the Company or the Member, subjected to the terms and conditions as stated in the Attachment [1].

8. Termination

- 8.1 Both the Company and the Renter may terminate this Agreement at any time and for any reason by a written notice from either party to the other party one (1) months prior to the termination date.
- 8.2 The Company shall have the right at any time by giving notice in writing to the Renter to terminate this Agreement forthwith on the occurrence of any of the following events:
- a) if the Renter commits a material breach of any of the terms of this Agreement or persistently breaches this Agreement and, where the Company considers that such breach is remediable, fails to remedy the same within 30 days of being required to do so by the Company;
 - b) if the Renter becomes or is deemed to be insolvent or unable to pay its debts; a petition is presented, or meeting convened or resolution passed for the purpose of winding up the Renter; the Renter enters into liquidation whether compulsorily or voluntarily or compounds with its creditors generally or has a receiver, administrator or administrative receiver appointed over all or any part of its assets; and
 - c) if the Renter's ability to carry out its obligations hereunder is prevented or adversely interfered with for any reason whatsoever (whether or not within the control of the Renter) including, but not limited to, any regulation or other action of a government.

- 8.3 If termination does not result from the Company's fault, the Renter shall be responsible for the rental fee up to the end of the rent term.
- 8.4 This Agreement shall be automatically terminated upon the termination of the Service Agreement between the Company and the Renter.

9. Return of Equipment

Upon expiration or termination of this Agreement for any reason, the Renter shall give the Company or its representatives all necessary and reasonable access to remove the Equipment from the Renter's vehicle within thirty (30) days. The Company shall bear the removal costs, but shall not be held responsible to make good the vehicle where the Equipment is located or to re-instate them to any prior condition or state.

10. Use of Equipment

- 10.1 The Renter shall use the Equipment a) solely in the conduct of its business b) in accordance with the manufacturer's manual or instruction c) as required by applicable insurance policies and d) in compliance with any applicable laws.
- 10.2 The Renter shall not alter or modify the Equipment without the prior written consent of the Company.

11. Assignment

The Renter shall not assign, transfer or otherwise dispose of its rights or obligations hereunder in whole or in part to any third party without the prior written consent of the Company.

12. Waiver

A failure of the Company to insist in any one or more instances upon strict performance of any of the terms and conditions herewith or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to any extent of the Company's right to assert or rely upon any such terms or rights on any future occasion.

13. Entire Agreement

If any part, term or condition herewith is held to be illegal or unenforceable the validity or the enforceability of the remainder hereof shall not be affected. The Company may, at the earliest possible opportunity thereafter, amend the terms and conditions herewith for the purpose of removing or rectifying the invalid part, term or condition.

14. Amendment

Amendments, modifications and alterations to this Agreement shall be made in writing and signed by both parties.

15. Applicable law

This Agreement shall be governed by, and construed in accordance with, the laws of Thailand.

16. Confidentiality

The Company shall treat as confidential, hold in confidence, and not divulge to any third party, any information of the Member which the Company receive or collect during the course of rendering service under this Agreement. This obligation of confidentiality shall survive the termination of this Agreement.

17. Compliance with Data Protection Laws

- 17.1 The Company undertakes that when dealing with the Relevant Personal Data, it shall comply with Thailand's Personal Data Protection Act B.E. 2562 (2019), including but not limited to do the following:
- 17.1.1 Take appropriate measures, having regard to the level of risk, the state of the art and the cost of implementation, to store the Relevant Personal Data securely in Mobile Innovation's system and protect it against accidental or unlawful destruction, loss, alteration, disclosure, and processing.
- 17.1.2 Not retain the Relevant Personal Data for any longer than is necessary for the purposes for which the Member and Affected Person disclosed the Relevant Personal Data, and retention is no longer required for business purposes or under any applicable laws.
- 17.1.3 The Company undertakes to take appropriate measures to ensure that the Relevant Personal data for the purpose preferred to under 16.1.2 would be protected at a standard that is comparable to that under Thailand's Personal Data Protection Act B.E. 2562 (2019).
- 17.2 Deletion of Personal Data. Upon written request at any time by the Member or Affected Person, the Company shall immediately cease all processing of the Relevant Personal data and as requested by the Member of the Affected Person, safely destroy it.
- 17.3 The Company shall comply with all applicable laws, rules, regulations, and orders of any governmental authority including laws regarding personal data protection.

18. MDVR Device.

In case Installing a MDVR device that must be attached to the windshield when removing the device, may cause damage to the car light filter film or windshield. And in some cases, the installation of a front camera device needs to be fixed in the right place which may need to be drilled to fix the camera accessories in the car console, for the equipment to work at full capacity and for stability and strength, which may cause damage to the installation site. The company will not be responsible in such cases.