

# ITURAN

Vehicle Communication, Protection, and Tracking

## **AGREEMENT - GENERAL TERMS**

1. **Definitions:** The following terms will have the meaning indicated alongside thereof in this agreement:
  - "Ituran" or "the company" - Ituran Tracking and Control Ltd.
  - "The Ituran System" - system including all the equipment and accessories designed to carry out the service pursuant to this agreement, and other services.
  - "Ituran Device" or the "device" - those parts required for provision of the service pursuant to this agreement, which are or will be installed in the vehicle as defined below.
  - "NCC" -The National Control Center of the Ituran System.
  - "The Vehicle" - the vehicle or equipment whose details appear in the appendix to this agreement (contract form - customer details).
  - "Ownership" - including rights to hire the vehicle for a continuous period of a year or more.
  - "Electronic Connection Procedure" - connection between the vehicle and the NCC effected according to the company's procedures after installation of an Ituran device in the vehicle, and which is designed to enable input of the vehicle in the Ituran system, including input of the data delivered by the customer in the Ituran computer.
  - "The Customer" - the vehicle owner who entered into this agreement with the company and signed it. If the customer includes more than one person or agency, these agencies or persons will be called jointly and severally below "the customer".
  - "The Subscriber" - anyone indicated by the customer as a "subscriber" in the appendix to this agreement (contract form - customer details). The subscriber can be the actual customer. Indication of the subscriber's name constitutes a declaration by the customer that the subscriber agrees to indication of his name as "subscriber".
  - "Authorized user" - the person whose details appear in the appendix to this agreement (contract form - customer details), and who received from the subscriber, with the subscriber's consent, the identification code as defined below. The subscriber or the authorized user only, subject to the contents of this agreement, may notify of the theft of the vehicle.
  - "Drivers" - anyone whose details appear in the appendix to this agreement (contract form - customer details), and who drives the vehicle periodically or regularly.
  - "Police" - the Israel Police Force or another enforcement agency, for instance the IDF and the security forces.
  - "Identification Code" - code made up of several digits received by the subscriber at the time of installation of the system. The subscriber and any authorized user will be asked to furnish the code whenever they contact the NCC, for correct identification of the identity of the caller and of the Ituran device.
  - "Alarm Code" - the signal broadcast by the Ituran device in the case of indication of theft.
  - "The Service" - service of locating a vehicle and transfer of data and notifications as specified in this agreement.
  - "Qualified Installer" - anyone qualified by Ituran to install, to remove or to repair the device in the vehicle.
2. **Headings** - The clause headings are designed for convenience only. No practical meaning shall be attributed to them.
3. **Validity of the Agreement**

This agreement between the customer and Ituran will come into effect after being signed by the customer. However, Ituran's provision of the service covered by this agreement will commence only after the connection is made to Ituran's service center and its electronic connection procedure is carried out. It is clarified that Ituran can perform its obligations pursuant to this agreement only after carrying out of the electronic connection procedure; this will be carried out at latest within 7

working days from the date of signing the agreement.

4. Vehicle Ownership

4.1 The customer hereby declares that he is the vehicle owner.

4.2 The customer certifies that the fact of being the vehicle owner (or owners) is a basic term in this agreement, and that breach of this declaration, besides being a basic breach of this agreement, is liable to lead to unauthorized impairment of the rights of the vehicle owners, their ownership and their privacy, with all the consequences and implications deriving therefrom.

4.3 Should the vehicle have more than one owner, the vehicle owner who signed this contract undertakes to have the other vehicle owners also sign this agreement. Without prejudice to the foregoing, the customer declares and undertakes that his signature on this agreement and installation of the Ituran device in the vehicle is with the agreement and consent of all the vehicle owners.

5. The customer undertakes to inform anyone authorized to drive the vehicle that an Ituran system is installed in the vehicle and that the vehicle can be located pursuant to the provisions of this agreement.

6. As long as the contract has not been signed by all the vehicle owners, the location service will not be provided for this vehicle in case of notification of theft. However location services will be provided for an alarm status and for emergency statuses as described in clauses 15 and 16 below. As long as connection has not been made to the Ituran Center, no location service whatsoever can be provided pursuant to this agreement. This provision will not lead to any change in the price to be paid by the customer for the service.

7. Incidence of the General Terms Pursuant to this Agreement

7.1 The appendixes to this agreement constitute an integral part of the agreement.

7.2 In any case of contradiction or incompatibility between this agreement and any terms whatsoever in another document or documents or in an undertaking given to the customer verbally before the signing of this agreement, the contents of this agreement will prevail. This contract exhausts all the agreements between the parties and replaces any presentation, promise and/or written and/or verbal undertaking given to the customer prior to the signing of the agreement. It is clarified that the contents of this clause in no way prejudice the rights of the parties pursuant to the Consumer Protection Law, 5761-1981 and/or another cogent law and/or extracontractual causes.

8. Nature and Adapting of the Service

The possibility is accorded to the customer of reading all the clauses, terms and appendixes of the agreement. The nature of the service to be provided by Ituran, its details and characteristics are in accordance with the provisions of this agreement.

9. The Service

Subject to payment of the subscription fee at the rates and on the dates specified in the appendixes to this agreement and to compliance with his other substantive undertakings pursuant to the agreement, and for as long as he does not request disconnection from the service, the customer will be entitled to provision of the service by Ituran as specified in this agreement within the territory of the State of Israel (not including the areas of the Palestinian Authority but including the areas of Judea, Samaria and the Gaza Strip which are not included in the territory of the Palestinian Authority), 24 hours a day every day, except for the Day of Atonement (Yom Kippur), in the service situations, as selected by the customer and indicated in the place designated therefor in the appendix to this agreement (contract form - customer details). The different types of services will be specified in this agreement below.

10. Identification Code

10.1 On conclusion of installation of the Ituran device and no later than 14 working days from the date of conclusion of the installation as aforesaid the subscriber will receive an identification code.

- 10.2 The identification code is personal and secret. The customer undertakes to act to the best of his ability in order to guarantee that the subscriber does not convey it to any person or agency not included in the list of authorized users specified in the appendix to this agreement (contract form - customer details).
- 10.3 The customer undertakes to devote reasonable efforts in order to guarantee that the identification code is kept confidential and is not delivered to any unauthorized agency and to guarantee that it is not written down in a place that might be visible to an unauthorized person, and that it will not be written down in any place in the vehicle or on any document to be found in the vehicle. Ituran will not be liable for any results deriving from breach of this obligation of the customer.
- 10.4 Since changing the identification code obligates replacement of the Ituran device, the customer may request replacement of the Ituran device and the identification code against payment that will not exceed the price of dismantling the old device and installing a new Ituran device. The new identification code will be delivered to the subscriber by the company after installation of the new Ituran device.

## 11. The Identification Procedure

- 11.1 As a condition for receipt of the services pursuant to this agreement by contacting the company, the person contacting the company must be a subscriber or an authorized user and must carry out the following identification procedure (hereinafter: "the identification procedure"):
  - 11.1.1 The authorized user or subscriber gives the NCC operator the correct identification code for the vehicle.
  - 11.1.2 The authorized user or subscriber identifies himself to the operator, in addition to the identification code, by first name and surname, and gives the operator his ID card number.
  - 11.1.3 The authorized user or subscriber gives the operator any other reasonable corroborating detail concerning the authorized user and/or the subscriber and/or the vehicle, as requested by the operator.
- 11.2 The identification procedure is required for provision of the services by Ituran, except for those emergency statuses as indicated in clause 16 of this agreement. The strict compliance with the identification procedure is obligated for purposes of maintaining the privacy of the drivers of the customers' vehicles. It will not be possible in any case to receive services pursuant to this contract unless the identification procedure is carried out in full. The customer removes any claim against Ituran relating to the fact that any service was not provided in the event of noncompliance with the full identification procedure by the customer or the authorized user.

## 12. Location Service in Case of Notification of Theft

- 12.1 This service will be provided to an authorized user or subscriber who notified the NCC, after carrying out the identification procedure, that the vehicle was stolen. As a condition for receipt of the service, the authorized user or subscriber will answer any questions asked by the operator, whose purpose is to verify that the vehicle has indeed been stolen.
- 12.2 In such a case the company will act to locate the vehicle through activation of the Ituran system, subject to the restrictions and terms specified in this agreement.
- 12.3 If the vehicle is located, the company undertakes to contact the police in order to notify them of the theft, the approximate position of the vehicle as located, and its details.
- 12.4 Circumstances may arise that are beyond Ituran's control in which they are unable to contact the police, inter alia because this depends on the serviceability of the Bezeq telephone lines and the response of the police representatives to the call. In these circumstances, Ituran undertakes to devote reasonable efforts in order to surmount the difficulty and to contact the police. However, it will not be liable for a situation of inability to contact the police for reasons that are beyond Ituran's control.
- 12.5 The customer undertakes to inform the subscriber and any authorized user that notification to the company about theft of the vehicle is likely to lead to police actions against the

vehicle and against the person driving it, including seizing the vehicle, stopping it from traveling by various means, and causing damage to the vehicle, the arrest, detainment or imprisonment of the driver of the vehicle, or other injury to the driver of the vehicle including even shooting.

13. The customer releases Ituran from any liability of any kind whatsoever for any action taken by the police following notification of theft of the vehicle and for any damage caused to it, to the subscriber, to the authorized user or to others following notification that the vehicle was stolen, except for damage caused by the fault of the company and subject to the provisions of this agreement.

14. The customer undertakes to devote reasonable efforts in order to ensure that he and/or the subscriber and/or the authorized user do not notify the company of theft of the vehicle when the vehicle has not been stolen (hereinafter: "false notification"). Should damage be caused to Ituran because of a false notification delivered by the customer and/or the subscriber and/or the authorized user, including in the case that a claim is filed against Ituran for compensation of damages because of the false notification, the customer will indemnify Ituran in the event of negligence and/or breach of an obligation, included in this agreement, by the customer and/or the subscriber and/or the authorized user.

15. Location Service in Alarm Status

15.1 If an alarm code is broadcast from an Ituran device and received in the Ituran system, the company will act to locate the vehicle subject to the restrictions and terms specified in this agreement. Subsequently Ituran may contact the subscriber or authorized user according to the telephone numbers given to Ituran for this purpose indicated in the appendix to this agreement (contract form - customer details) and this in order to try and verify if indeed there was theft or attempted theft of the vehicle (hereinafter: "theft event"). At the beginning of the call, and as a condition for continuation thereof, the company may ask the subscriber to carry out the identification procedure.

15.2 If the subscriber or the authorized user confirms to Ituran that a theft event is occurring, or if the company decides not to contact him, the company will contact the police in order to notify of the event, and in order to indicate the approximate position of the vehicle as it was located, if it was located, subject to the contents of clause 12.4 of the agreement. To these ends, the customer empowers Ituran to contact the police and to give them all or some of the details appearing in the appendix of this agreement (contract form - customer details), at the company's discretion or at the police's request. The company informs the customer that in this case the police are likely to act towards the vehicle and towards the driver therein as if the vehicle was stolen, and the customer releases Ituran from any liability for such a case, as stipulated and specified in clause 12.5 above, with the obligatory modifications, and this except if damage was caused through Ituran's fault and subject to the provisions of this agreement.

15.3 Ituran hereby informs the customer that there may be cases of vehicle theft which will not cause activation of alarm status, such as unauthorized use of the vehicle keys, and in this case the Ituran system will not be activated.

16. Location Services in Emergency Statures

This service will be provided according to use of the emergency call button selected by the customer in the appendix to this agreement (contract form - customer details).

16.1 If an indication is received in the Ituran system that the emergency call button was pressed, and if the customer chose the use of "vehicle emergency", the company will act to locate the vehicle subject to the restrictions and terms specified in this agreement. If the vehicle is located, the company will call the telephone number given by the customer for this purpose as specified in the appendix to this agreement (contract form - customer details), and will notify that the driver of the vehicle requires technical assistance for his vehicle, and will give the vehicle position.

16.2 If an indication is received in the Ituran system that the emergency call button was

pressed, and if the customer chose the use of "medical emergency", the company will act to locate the vehicle subject to the restrictions and terms specified in this agreement. If the vehicle is located, the company will call the telephone number given by the customer for this purpose as specified in the appendix to this agreement (contract form - customer details), and if no telephone number was indicated it will contact the Magen David Adom be-Israel (Israeli Red Star of David), at the branch that it considers suited at that time, and it will notify that the person in the vehicle requires urgent medical assistance at the place where the vehicle is located.

- 16.3 If an indication is received in the Ituran system that the emergency call button was pressed, and if the customer chose the use of "security emergency", the company will act to locate the vehicle subject to the restrictions and terms specified in this agreement. If the vehicle is located, the company will call the Israel Police Force in order to notify that a person in a vehicle is probably in a life-threatening situation and requires the assistance of the security forces (the IDF or the Israel Police Force) and it will indicate the position of the vehicle.
- 16.4 The customer undertakes to act reasonably in order to ensure that the emergency call button is not pressed accidentally or with misleading intentions (not in a true emergency situation).
- 16.5 If the emergency call button is pressed accidentally or without justification, with breach of the customer's obligation in clause 16.4 above, the customer will bear any damage caused on account thereof to the company or to others, unless it is due to a technical fault in the button that does not derive from an act or negligent omission of the customer or anyone acting on his behalf, and also excepting a situation in which the company did not try to contact the customer to verify the existence of an emergency situation.
- 16.6 In case of any of the emergency call buttons being pressed, the company undertakes to act to the best of its ability reasonably in order to locate the vehicle subject to the restrictions and terms specified in this agreement. If the vehicle is located, the company undertakes to contact the agencies specified in clauses 16.1 - 16.3, as relevant, and to inform them of the approximate position of the vehicle as located. Circumstances might exist beyond Ituran's control in which Ituran cannot contact any of these agencies, inter alia because this depends on the serviceability of the Bezeq telephone lines and the response of these agencies to the call. In these circumstances Ituran undertakes to devote reasonable efforts in order to surmount the difficulty and to contact the said agencies. However, it will not be liable for a situation of inability to contact these agencies for reasons beyond Ituran's control.
- 16.7 The customer undertakes to bring the contents of this clause to the knowledge of every driver of the vehicle.

## 17. The Customer's Obligations and Declarations

- 17.1 The customer agrees that through the Ituran system it is possible to locate the vehicle in which the system was installed if notification is received of theft thereof or if an alarm signal is broadcast from the Ituran device and in any other case indicated in the agreement.
- 17.2 The customer undertakes to use the Ituran device and the service only pursuant to the provisions of this agreement and in order to receive the service pursuant to this agreement and he undertakes not to use the service for an illegal object or in order to prejudice in any manner whatsoever the right of privacy of a third party and/or in order to cause any damage to Ituran and/or to a third party.
- 17.3 The customer undertakes to maintain the serviceability of the Ituran device installed in the vehicle, and undertakes not to remove or dismantle and not to try to remove or dismantle the Ituran device from the vehicle, or to handle it in any way whatsoever. The customer also undertakes that should the device be removed from the vehicle, notwithstanding the foregoing, the customer or the subscriber will notify Ituran thereof immediately on learning thereof, and they will not make any use of the device or anything else, and they will absolutely not install it in any vehicle.
- 17.4 The customer undertakes to notify Ituran in writing of any case in which the vehicle leaves

his possession and the possession of the subscriber in such a way that neither he nor the subscriber has control over the vehicle, for instance in case of accident, sale or rental. Since theft of the vehicle can occur in circumstances in which the Ituran system will not be activated as specified above, the customer undertakes to inform Ituran when the vehicle leaves his possession and the subscriber's possession also in case of theft or suspected theft, and this verbally when he learns thereof and as specified in clause 12.1 of this agreement.

- 17.5 In case of sale of the vehicle without the Ituran device being transferred to another vehicle owned by the customer as stipulated in clause 22 below, the vehicle owner undertakes to inform Ituran in writing no later than on the date of transfer of ownership and possession of the vehicle to the new owner about the removal of the vehicle from his possession and to inform the vehicle's new owner of the existence of the Ituran system in the vehicle. When the vehicle leaves the customer's ownership this contract will terminate immediately, and all the company's liabilities will expire immediately, except for a right that appeared before expiry of the agreement and subject to the other provisions of this agreement. It is clarified that in such a case the company will not have any liability towards the new vehicle owner.
- 17.6 The customer undertakes to notify Ituran of any damage or breakdown caused to the device, on learning of the occurrence thereof, and to bring the vehicle to Ituran, to a qualified installer, to the service laboratories, or to another place indicated by Ituran for repair or replacement of the device installed in the vehicle. It is clarified that delivery of a notification as aforesaid is essential for the proper running of the system and for provision of the service pursuant to this agreement. Should the customer fail to inform Ituran within 36 hours from the time of learning thereof, of any damage or breakdown of the device or of a failure to operate due to another cause, and/or should he fail to bring the vehicle for repair or replacement of the device within 48 hours from the time of learning thereof, Ituran will not bear any liability and/or obligation for provision of the service, if it could not be provided because of the damage or breakdown of the device.
- 17.7 At Ituran's request the customer will bring the vehicle (or will have the subscriber bring the vehicle) to Ituran, to a qualified installer, to a service laboratory, or to another place as so instructed by Ituran, in order to replace the device, to repair it, to improve it, or to modify things within it, and this within 72 hours from the time of receiving the notification, if this is essential for provision of the service, or within 21 days in the case of a modification and/or improvement that is not essential for provision of the service. It is clarified that if the customer does not bring the vehicle for repair or replacement of the device as stipulated above, Ituran will not bear any liability and/or obligation for provision of the service, if it could not be provided because of damage or breakdown in the device.
- 17.8 For the proper routine running of the Ituran system, a system serviceability check will be carried out once a year. The customer will coordinate the date of carrying out the check with an Ituran qualified installer and will bring the vehicle for the annual check. It is clarified that the serviceability check as aforesaid is essential for the proper operation of the system and for the provision of the service pursuant to this agreement.

17.9 The customer undertakes to notify, and to ensure that the subscriber notifies every authorized driver of the vehicle that an Ituran device is installed in the vehicle and to stress to him that through the system the vehicle can be located as specified in this agreement, and including by notification of the subscriber or authorized user of theft, in case of transmitting of an alarm signal from the Ituran device, or in case of pressing of the emergency call button.
--

17.10 The customer undertakes to take reasonable steps in order to ensure compliance with the provisions of this clause and all its sub-clauses also by the subscriber.
---

18. Payments

- 18.1 The customer undertakes to pay the service fee on the dates and at the rates stated in the appendix to this agreement (contract form - customer details) with the addition of due VAT. The service fee will be updated periodically according to the company's price list,

subject to the contents of clause 18.3 below.

18.2 The payment will be made by standing order through an authorization to debit the account, to be signed by the customer concurrently with the signing of this document, or through credit cards or in any other way agreed between the company and the customer.

18.3 The company may increase the service fee and any other payment because of factors beyond its control (for instance change in the costs of provision of the service) once every six months (in the middle and at the end of the calendar year), by prior notice of 30 days, and the customer undertakes to adjust his payments accordingly. Likewise, after two years from the date of commencement of the contract pursuant to this agreement, the company may increase the service fee and any other payment once a year at the end of each calendar year at its discretion and subject to a legal obligation of the company in this matter by any law, and this by prior notice of 30 days, and the customer undertakes to adjust his payments accordingly.

18.4 Any amount not paid by the customer on time will bear interest at the maximum interest rate collected in Bank Hapoalim on deviation from approved credit in a loan account, from the day on which the payment should have been made and until the actual payment.

19. Information and Details of the Customer

The customer declares that the details given to Ituran, entered in the appendix to this agreement (contract form - customer details), regarding the vehicle, the customer, the subscriber, and the authorized users (hereinafter: "the information") are complete and exact. The customer will inform Ituran in writing and as soon as possible of any case of modification of the information. The modification will be binding on Ituran only if it actually reached it as specified in clause 33.3 below or if Ituran agreed to accept updated details verbally or by written notification not delivered by the ways stipulated in clause 33.3 below, and the customer releases Ituran from any damage that occurs because he failed to update or failed to deliver correct details.

20. Actions of External Agencies

In any case in which pursuant to the terms of this agreement Ituran undertakes to contact the police or a medical, technical, security or other agency (these agencies or anyone thereof, hereinafter: "external agencies"), its obligation applies only to the data delivered to it by the customer and the subscriber. The company informs the customer that the external agencies have no special undertaking towards him or towards Ituran and it does not make any presentation in relation to the ability or inability of the external agencies to find the vehicle, to reach it or to carry out any activity concerning it or the drivers or the passengers in it.

In any case Ituran is not and will not be liable towards the customer for any action or omission of the external agencies or any damage caused except for damages caused by Ituran's fault and subject to the other provisions of this agreement.
---

21. Safeguarding of Information

Ituran undertakes to act so that any confidential and/or private information in its possession at any time concerning the customer, the vehicle, the subscriber, the drivers and the authorized users (hereinafter in this clause: "the information") does not come to the knowledge of people or agencies outside the company, except for agencies to which the customer agreed in this contract that information should be delivered (including, in the appropriate circumstances, the police and the insurance company), and except if the company is legally required to deliver such information and also except in the case of information which is in the public domain. The company is not liable for cases of unlawful obtaining of information, except in the case of negligence by Ituran.

22. Transfer of the Device from One Vehicle to Another

22.1 The customer may ask the company to transfer the Ituran device against payment for the dismantling and the installation, as it will be periodically, to another vehicle in his ownership (hereinafter in this clause: "the new vehicle") and he will be entitled to continue to receive the service pursuant to this agreement for the new vehicle.

22.2 The company will approve transfer of the device to the new vehicle only if the following

conditions are met:

22.2.1 The customer delivered to the company the details of the new vehicle as he delivered them for the current vehicle.

22.2.2 All the owners of the new vehicle signed an agreement in the wording of this agreement.

22.2.3 Transfer of the device to the other vehicle was carried out by a qualified installer.

22.3 It is absolutely forbidden to transfer an Ituran device to a vehicle not owned by the customer, or to another vehicle for which the said conditions have not been met.

23. Restrictions on Provision of Service:

**No undertaking for results** - Ituran stresses to the customer that the functioning of the Ituran system depends on many factors that are beyond Ituran's control. These factors include, inter alia, technical limitations of coverage and operation and matters relating to the activity of different agencies that are beyond the company's control, such as Bezeq (transmission of **telephone notifications and the serviceability** of the telephone lines) and the police, whose proper activity can be essential for complete operation of the Ituran system. Because of these and other factors the company does not undertake that the service will lead to the desired result for the customer, for which he enters into this agreement, and this subject to the provisions of clause 24 below. In particular the company does not undertake that the device or system will work in every place or at all times or that it will be possible to locate the vehicle in every situation as required, whether in case of alarm, or in case of location, or in case of the pressing of any call button installed in the vehicle.

24.

24.0.1 It is hereby clarified that the company will act reasonably and with due diligence to locate the vehicle after it is stolen, subject to the restrictions and terms specified in this agreement.

24.0.2 It is hereby clarified that the contract between the company and the customer is in no way a contract for insurance and does not constitute an insurance contract, and the company is not the insurer of the vehicle, anything in the vehicle, its owner or its drivers in any manner whatsoever. It is also clarified that the contract between the company and the customer is not in any way a contract for guarding and does not constitute a guarding contract, and the company does not guard the vehicle and/or the contents thereof and it does not have any liability for cases of simple break-in into the vehicle, theft of the contents thereof and/or parts and/or components thereof and/or vandalizing and causing damage, etc.

24.0.3 It is hereby clarified that the company will act reasonably and with due diligence to inform any agency of any notification that it undertook to make pursuant to this agreement.

24.0.4 The company's undertaking pursuant to this agreement is limited only to taking the actions specified in the description of the service above.

24.1 Accidental Operation - The company informs the customer that the device or system might go off accidentally and cause activation of the Ituran system as if an alarm status has occurred. In such a case a report is liable to be made to the police on theft of the vehicle, and the subscriber, his family, or any other person authorized by him to use the vehicle, might be arrested, detained and even imprisoned by the police or other agencies competent to enforce the law, and other damages might be caused. The company will not have any liability because of any damage of any kind caused to the customer or another person as aforesaid in relation to false activation of the Ituran device or system, and this unless it was caused as a result of an act or a negligent omission of Ituran. It is clarified that the content of this sub-clause in no way changes the burden of proof imposed in the circumstances of such a case by any law.

24.2 Limitations of Coverage - The company informs the customer that full coverage does not exist of the entire area of the State of Israel at all times by the Ituran system. Such



coverage depends on many factors beyond the company's control, including weather conditions, the type of ground and its topographical structure, the different contours, buildings, communication installations and intentional or unintentional communication disturbances. There might also be difficulties in locating a vehicle in enclosed places such as garages, covered parking lots and tunnels and there might also be interference to broadcasts deriving from the electronic and electric systems of the vehicle. Because of these and other factors outside the company's control, the company does not undertake that the Ituran system's coverage will be continuous and in all parts of Israel and there are liable to be interruptions or disruptions in the service. If a map of the areas of the system's coverage was presented to him, the customer understands that this map describes only the nature of the approximate coverage on the basis of studies and general data that did not take into account disturbances or disruptions caused by the factors specified above and therefore that coverage map is binding on the company only subject to the foregoing.

#### 24.3 Limited Liability

24.3.1 The company will not have contractual and/or torts liability for any damage, loss, expense or defect caused to the customer, the vehicle, a passenger or other user of the vehicle, to the subscriber or to any third party in relation to the service and/or in relation to or as a result of the company's inability to locate the vehicle in any case in which it is asked or must do so, or the company's inability to track, respond or act in any manner whatsoever in an emergency situation, unless this was caused as a result of negligence and/or carrying out of a civil tort and/or breach of a contractual liability by Ituran and/or its employees, and all subject to the maximum liability as specified in clause 24.3.4 below and the other provisions of this agreement. It is clarified that the said exemption from liability will not apply in the case of a malicious act by Ituran or anybody acting on its behalf.

24.3.2 As regards a subscriber who is not the customer, it is clarified that he can receive services from the company pursuant to its undertakings towards the customer. However, the subscriber is not a party to the agreement, is not entitled to demand from the company enforcement of any obligation, and the company is not liable or responsible towards him with any kind of liability or responsibility deriving from this agreement or from activities relating thereto; this in no way exempts the company from liabilities applying to it by any law.

24.3.3 The parties agree that the payments to be made by the customer pursuant to this agreement were established without any relation to the value of the vehicle or the amount of the damage that might be caused to the customer, to a subscriber, to a driver of the vehicle or to others in cases in which they wish to use the Ituran system.

24.3.4 It is expressly agreed that the company's contractual and/or torts liability for any damage, loss or expenditure caused to the customer, the vehicle, a passenger or another user of the vehicle, to the subscriber or to any third party, either directly or indirectly, as the result of an act or omission of Ituran, its directors, its employees or any other person or agency acting on its behalf or for it, including a breach of an undertaking or obligation of the company and/or negligence by the company and/or commission of a civil tort by the company (including in the various cases cited in the clauses of this agreement but excluding an action of the company or anyone acting on its behalf committed maliciously), will be limited to the amount of the monthly subscription fee actually paid to the company by the customer in the month prior to occurrence of the case for which the customer submitted to Ituran a request or claim for payment on account of the said damage, multiplied by 100 (hereinafter: "the maximum liability") and the maximum liability will cover any entire number of claims and any number of causes of claim relating to a given occurrence and/or anything deriving therefrom and/or relating thereto.

#### 25. Period of the Service and Conclusion Thereof

The period of service will commence after the signing by the customer of this agreement and after carrying out the electronic connection procedure, and it will continue until termination or expiry of this agreement pursuant to clauses 26 and/or 27 and/or 28 and/or 30 and/or 31 of this agreement and/or by any law.

26. Expiry of this Agreement

Without prejudice to the provisions in any other place in this agreement, the agreement will be terminated immediately, with no need of any notification, upon the occurrence of one of the following events:

26.1 The customer uses the Ituran device illegally or makes any use of the service for a purpose that is illegal. If the company learns of illegal use as aforesaid which caused expiry of the agreement, it will so notify the customer. However, it is clarified that delivery of a notification as aforesaid is not a condition for expiry of the agreement.

26.2 The vehicle is sold to another, subject to and pursuant to the provision of clause 17.5 above.

27. Immediate Suspension of Service by Ituran - Further to and without prejudice to Ituran's rights and reliefs pursuant to the agreement and by any law, upon the occurrence of one or more of the following cases, provision of service by Ituran will be suspended immediately upon occurrence of the case and Ituran will have no liability for provision of the service upon occurrence of one of the following cases:

27.1 The subscriber or the authorized user uses the Ituran device illegally or makes any use of the service for an illegal purpose and this in circumstances in which the very provision of service does not coincide with the law.

27.2 The device is transferred or delivered in any way whatsoever to a third party, by the customer and/or with his knowledge, without prior authorization in writing from Ituran.

27.3 Repairs, modifications or additions were carried out on the device not by Ituran or anyone authorized therefor by Ituran in advance, because of the acts carried out by the customer or carried out with his knowledge so that the actual provision of service is technically impossible.

27.4 The device is removed or dismantled from the vehicle and provided that the removal or dismantling thereof was with the knowledge of the customer and/or the subscriber and/or the authorized drivers of the vehicle.

Should the company learn of the occurrence of one of the said incidents which caused immediate suspension of the service, it will so notify the customer. However, it is clarified that notification as aforesaid is not a condition for suspension of the service. It is also clarified that in the circumstances cited in clauses 27.1 - 27.4 above, it will be possible to renew provision of the service provided that the cause and/or the obstacle to provision of the service by Ituran was removed and/or rectified and notice in writing thereof was delivered to Ituran together with a request for renewal of the service, and this without prejudice to any remedy acquired for Ituran pursuant to this agreement and/or by law, including cancellation of the agreement.

28. Suspension of Service Initiated by Ituran - In addition to and without prejudice to Ituran's rights and reliefs pursuant to the agreement and by any law, upon the occurrence of one or more of the following cases, Ituran may at its discretion suspend the period of the service by prior notification of 14 days, in each of the following cases:

28.1 The customer fails to pay on time or fully the service fee or any other payment that he must make pursuant to the agreement, except if the customer remedies the breach and pays the entire debt before the elapsing of the aforementioned 14 days of prior notice.

28.2 The customer fails to observe any of the terms of this agreement specified in clause 35 below, except if the customer remedies the breach before the elapsing of the aforementioned 14 days of prior notice.

28.3 The customer is declared bankrupt or a temporary or permanent receiver is appointed for him or a temporary or permanent liquidator, or a bond is presented against him for execution on a large portion of his assets or a motion is filed to appoint a temporary or

permanent trustee for him or execution proceedings are taken against most of his assets, unless the order was canceled within 14 days.

- 28.4 The subscriber or authorized user uses the Ituran device illegally or makes any use of the service for an illegal purpose.
  - 28.5 Repairs, modifications or additions were carried out on the device not by Ituran or anyone authorized therefor by Ituran in advance, unless this was remedied before the elapsing of the aforementioned 14 days' prior notice.
  - 28.6 Operation of the service or its licensing are canceled, suspended or restricted by law.  
It is clarified that sending a prior notice as aforesaid above in this clause 28 in no way obviates the need to notify cancellation of the agreement by law.
29. The customer is asked to inform, in writing, the insurance company through which the vehicle is insured, on expiry of the agreement pursuant to clause 26 above and/or suspension of service pursuant to clause 27 or clause 28 above, and this within seven days from the date of expiry of the agreement and/or suspension of the service, respectively, and without prejudice to the company's right to inform the insurance company thereof on its own initiative.
  30. Notwithstanding the foregoing, Ituran may notify the customer at any time of suspension of provision of the service pursuant to this agreement, and this on reasonable grounds. In such a case this agreement will terminate after 30 days from the date of receipt of the notification by the customer and the customer will not have any claim of any kind whatsoever against Ituran on account thereof.
  31. Permanent Suspension of Service of the Customer
    - 31.1 The customer may notify Ituran at any time, in writing, of suspension of the service (hereinafter: "notification of suspension of service") and in such a case the service will be suspended immediately. It is clarified that the service fee will be paid by the customer until the date of receipt of the notification in writing of suspension of the service.
    - 31.2 The customer is asked to inform the subscriber and the authorized user of the fact that he delivered notification of suspension of service.
    - 31.3 The customer may notify Ituran, at any time after delivery of notification of suspension of service, of his wish to enter into a new agreement with the company, and in such a case the customer will be obliged to pay a reconnection fee according to the company price rates that will be in force at the date of reconnection of the service. An installation fee for installation of the Ituran device in the vehicle will be collected only if the device is actually installed and will not be collected if the device is still installed in the vehicle and is serviceable.
    - 31.4 Ituran may notify the insurance company in which the vehicle which is the subject of the notification of suspension of service is insured, of carrying out the suspension of the service and the date thereof, including if is asked to do so by the insurance company. A copy of the notification to the insurance company will be sent to the customer. The customer certifies that he will have no claim on account of delivery of the information as aforesaid by Ituran to the insurance company.
    - 31.5 To dispel any doubt it is hereby clarified that if provision of the service is suspended on the customer's initiative and/or because of a breach of his obligations in this agreement and/or on any legal grounds, and subsequently, for any reason whatsoever, the customer wishes to renew the service, the customer must enter into a new agreement with Ituran and pay it the full service fee including the installation fee, as will be prevalent in Ituran at that time. An installation fee for installation of the Ituran device in the vehicle will be collected only if the device is actually installed and will not be collected if the device is still installed in the vehicle and is serviceable. Ituran does not undertake to enter into a new agreement with the customer and may modify the terms of the agreement or the service, all at Ituran's exclusive discretion.
    - 31.6 Cancellation of the agreement by Ituran for any reason whatsoever will not prejudice its right to receive the service fee or other payments owed by the customer pursuant to this agreement or by any law for the period until the date of suspension of the service.

32. General Provisions

- 32.1 This agreement cancels any previous contract, agreement, undertaking or presentation, made verbally, either expressly or implicitly, including verbal presentations made to the customer before entering into this agreement as regards the matters regulated in this agreement and as regards the service. The contents of this sub-clause in no way prejudice the rights of the parties by any law.
- 32.2 Amendment of this agreement will be valid only if drawn up in writing and signed by the parties, except for matters that are usually arranged verbally and that do not concern substantive matters and/or substantive obligations in this agreement.
- 32.3 The rights of one of the parties vis-à-vis the other will not be prejudiced because of granting an extension, and failure to respond and/or failure to take an action and/or to use a right will not be considered a waiver.
- 32.4 Ituran may transfer all or some of its rights and obligations pursuant to the agreement on reasonable grounds, as it sees fit and without receiving the customer's consent thereto, if the assignee assumes all its obligations towards the customer pursuant to this agreement, and provided that Ituran will be liable jointly and severally with the assignee for compliance with its obligations by virtue of this agreement for a period of 12 months from the date of transfer of the rights.
- 32.5 It is hereby agreed that the jurisdiction regarding this agreement and anything deriving therefrom will be exclusive to the competent courts in the State of Israel alone and pursuant to Israeli law only.

33. Addresses and Notifications

- 33.1 The customer's address and Ituran's address are as indicated in the appendix to the agreement (contract form - customer details).
- 33.2 The customer certifies that he recognizes the special importance of his telephone numbers being up-to-date, as well as the other details that he gave to Ituran, and he understands that failure to update them as soon as possible and no later than 24 hours from the time at which he learns of the change that requires updating, will remove from the company the liability for any damage caused on account thereof.
- 33.3 Notification sent by registered mail will be considered as notification that was received within four business days from the date of dispatch in a post office in Israel and provided that the notifier has in his possession a certificate of dispatch by registered mail. A notification delivered by a messenger will be considered a notification that was received within 24 hours from the time of actual delivery thereof.

34. Other Contracts

The customer hereby declares that it was clarified to him that Ituran might enter into other agreements with other persons or agencies for provision of the service covered by this agreement or part thereof, and he certifies that he does not have and will not have any claims should all or some of the provisions of those agreements differ from the provisions of this agreement. The contents of this provision in no way detract from Ituran's liability towards the customer and the customer's rights pursuant to the provisions of this agreement.

35. **The company wishes to emphasize to the customer his obligations specified in clauses 4.3, 5, 10.2, 10.3, 11, 12.5, 14, 16.4, 16.7, 17, 18.1, 19, 22.3, 33.2 in this agreement.**

We agree to the foregoing.

Name of Customer: \_\_\_\_\_

Ituran Tracking and Control Ltd.

Signature: x