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MACROCOMM GROUP CREDIT CONTROL AND DEBT COLLECTION POLICY

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CREDIT CONTROL AND DEBT COLLECTION POLICY

1 INTRODUCTION

This purpose of this policy is to set out the Macrocomm Group's credit control and debt collection policy that is applicable across Macrocomm Group incorporating subsidiaries: Fleet Analytics and Smart IoT Solutions.

2 OBJECTIVES OF THE POLICY

The objectives of this policy are to:

- 1. define a framework within Macrocomm Group ("Macrocomm") can develop an effective procedure to bill Customers and collect payments (income) due;
- 2. ensure that all monies due and payable to the Macrocomm are collected in full;
- 3. enable the implementation of this policy
- 4. effectively and efficiently deal with defaulters in accordance with the terms and conditions of this policy;
- 5. promote a culture of payment and instil a sense of responsibility towards the payment of accounts and reduction of debt defaulters

3 PRINCIPLES

- 1. The administrative integrity of Macrocomm must be maintained at all times
- 2. All Customers must complete a Customer application form, requesting to take out a 36-month contract for a device or for devices, and/or access to the Fleet Analytics Platform.
- 3. All Customer application forms include the Terms of Conditions, the POPIA and Privacy Polices.
- 4. Billing is to be accurate, timeous and understandable
- 5. The Customer is entitled to reasonable access to invoices and statements
- 6. The Customer is entitled to an efficient, effective and reasonable response to queries, and should suffer no disadvantage during the processing of a reasonable query regarding their account and/or an invoice or statement.
- 7. Enforcement of payment must be prompt, consistent and effective.
- 8. Customer debt must arise out of a legal framework and must be legally collectable.

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- 9. Debtors may be referred to third party debt collection agencies and may be placed on the National Credit Bureau.
- 10. The Financial Manager shall on a regular basis report to the Macrocomm Executive on the progress made in implementing the policy.
- 11. Macrocomm shall not provide any services to any Customer with arrear accounts except as provided for in policy, nor will any refunds or credits be made to any debtor who is in arrears with their Macrocomm account.

4 DEFINITIONS

Term	Definition
account	means a notification by means of an invoice or statement of account to a debtor or Customer who is liable for payments of any amount to Macrocomm regarding any Services
agreement	means a contractual relationship between Macrocomm and a Customer that arises as a result of a written application for services.
arrears	means any amount that is due, owing and payable by a Customer in respect of the Services provided to such Customer that has not been paid on or before the due date reflected on an account rendered in respect thereof;
arrangement	means a written agreement or acknowledgement of debt in terms of which a Macrocomm agrees to the payment over a period of time of a debt that is outstanding;
billing	refers to the process of charging for Services provided by issuing accounts:
credit control	refers to the action/s required to manage credit extended to customers including suspension, re-instatement, cancellation, and follow-up procedures and data integrity.
credit control and debt collection	is the function relating to the effective collection of any monies due and payable to Macrocomm;
customer debt	refers to the non-payment or late payment by Customers regarding their account and includes any amounts considered as irrecoverable;
customer	means a person with whom Macrocomm has concluded or is deemed to have concluded an agreement for the provision of a Services;
continuous service	means the supply for consideration of a Macrocomm Service with the intent that as long as the agreement to supply the Service remains, Macrocomm will make the Service

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	continuously available to be used by the Customer from time to time as determined by the Customer,
defaulter	means a Customer who is in arrears;
due date	means the date on which an amount payable in respect of an account becomes due, owing and payable by a Customer, which date shall not be more than 30 days after the date on which the account has been sent to the Customer concerned;
debt collection	refers to the debt recovery process and includes sanctions(suspension and/or cancellation) to be applied in the event of non-payment of accounts;
debt collection action	will be instituted promptly, consistently, and effectively without exception and with the intention of proceeding until the debt is collected;
Financial Manager	means the Macrocomm employee responsible for the collection of monies owed to the Macrocomm and/ or any other staff member to whom he/she has delegated duties and responsibilities in terms of this policy; NOTE: it remains the FM's responsibility, he may delegate it.
prescribed debt	Means debt that becomes extinguished by prescription in terms of the Prescription Act68 of 1969;
principle debt	means a debt that is owed to Macrocomm in respect of Services;
letter of demand	means a notice sent prior to the legal process commencing and includes notices sent as part of the monthly statement;
legal status	means that the Customer is in arrears for 60 days, their services have been cancelled and their account has been handed over to a debt collector.
notice of suspension letter	means a notice sent to the Customer advising them that all the services will be suspended unless full payment is received.
notice of cancellation letter	means a notice sent to the Customer advising them that all services will be cancelled unless full payment is received
payment	refers to any form of redemption acceptable to Macrocomm from time to time towards the balance owing on an account;
person and/or Customer	means any person, whether natural or juristic, and includes but is not limited to a company or close corporation incorporated under any law, a body of persons whether incorporated or not a statutory body, public utility body, voluntary association or trust:

pre-legal

trust;

arrears for 45 days.

means any Customer who has not paid their account and is in

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service

means a service rendered by the Macrocomm Group such as a device, access to SaaS Analytics Platform, data or other

5 Credit Control and Debt Collection Timeline

The following timeline shows the 60-day period in which a customer moves from being in arrears to being in legal within Macrocomm.

Pre Legal	Legal
• Day 22-45	• Day 46 >

ARREARS	PRE-LEGAL	LEGAL
30 th of the Month		30 th of the Month
Issue Customer invoices		Issue Customer invoices
 15th of the Month Check Bank Account for Payment No Payment Received Send Email Requesting Payment of Account 	 22nd of the Month Send Notice of Suspension 	 15th of the Month Check Bank Account for Payment No Payment Received Advise Operations Manager Send Notice of Cancellation Letter
Check on 21st (7 days later) if payment received No Payment Received Update Debtor's analysis and forward to Subsidiary Operational Manager to Collect Debt	Check on 28 th Day (7 days later for payment) No Payment Received Suspend Services	Check on 22 nd (8 days later) for payment No Payment Received Cancel Services Handover to Legal for Debt Collection

6 DUTIES AND FUNCTIONS

6.1 Duties, Functions and Responsibilities of the Financial Manager

It is acknowledged that the Financial Manager may delegate some of his duties/functions to his team, for example the Finance Administrator or the Group Accountant. However, even though these are delegated, he still remains responsible to ensure these are fulfilled.

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- 1. To provide a monthly debtor analysis for Macrocomm Group and the subsidiaries incorporated in this policy.
- 2. To provide for a bad debt provision, in line with the payment record of Macrocomm's debtor's book.
- 3. To send monthly invoices and statements to Customers requesting payment
- 4. To send a payment reminder email with a contact us letter, if no payment is received by the 15th of the month.
- 5. To notify the subsidiary operational manager and the respective salesperson of payments received and of non-payments on the 15th of the month.
- 6. To work with the respective salesperson who must ensure that the Customer is notified and reminded of the arrears on their account.
- 7. To check the bank account 7 (seven) working days later (i.e. 21st of the month) for payment, if no payment has been received then to hand Customer over to the Subsidiary Operations manager to contact the Customer and request payment.
- 8. To update pastel and record all payments received from Customer on the financial system.
- 9. To set an improvement target for debt collection, in line with acceptable accounting ratios.
- 10. To approve a reporting framework for credit control and debt collection.
- 11. To approve an attorney that will act for Macrocomm Group in all legal matters relating to debt collection.
- 12. To provide a monthly report noting the amount owing for all legal status Customers for debt collection.
- 13. To provide the minimum amount owing for which debt collection will be effected and the immediate amounts that will be written off.
- 14. To provide the time period for which it is viable to pursue bad debt recovery prior to write-off.
- 15. To blacklist all legal Customers at the Credit Bureau(s).

6.2 Duties, Functions and Responsibilities of the Subsidiary Operational Manager

- 1. To ensure that the targets for debt collection are met.
- 2. The normal credit control procedures shall apply to any arrear account of a Customer.
- 3. Manage the debtor's analysis book.
- 4. To work with the respective salesperson who must ensure that the Customer is notified and reminded of the arrears on their account

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- 5. Suspend services (soft lock) until the Customer has paid up arrear amounts is no payment has been received within the first 21 days after the Customer was sent his invoice.
- 6. Send the Customer a notice of suspension letter and request payment of the arrears amount. The Financial Manager to be copied on this email.
- 7. The Operations Manager to follow up with the Financial Manager to check the bank account 8 days after the notice of suspension was to the Customer.
- 8. If the Customer has still not paid to suspend all services to the Customer (a soft lock). These services include for Fleet Analytics: Telematics Management and Analytics Platforms and the device SIM Card, as well as their Stolen Vehicle Recovery value-add service. For other services by other subsidiaries, it will be the SIM Card in the device.
- 9. To check the debtor's analysis report each month to see which Customers have paid their account and which have not.
- 10. If an account has been in arrears for 45 days, and is suspended, a notice of cancellation letter must be sent to the Customer.
- 11. To confirm with the Financial Manager if payment has been received after 45 days from the Customer.
- 12. If the Customer has not effected any payment after 45 days, nor made any contact with Macrocomm to discuss a payment plan then the services must be cancelled: access fully revoked and the removal of the Customer profile, the SIM Card in the device to be cancelled with Vodacom and any value added service (e.g. the SVR Value Add with Afrisist) to be cancelled in writing for this Customer.
- 13. The Operations Manager to work with the Financial Manager to initiate the debt collection process if the Customer is in arrears regardless of the amount owing.

6.3 Customer Care

- 1. All Customers will have direct access to the subsidiary operational manager to discuss any complaints or concerns they may have.
- 2. Macrocomm will establish a sound Customer management system that aims to create a positive and reciprocal relationship between the company and its Customers
- 3. Macrocomm will take reasonable steps to ensure that all Customers are informed of the costs involved for the Service(s) they have applied for and the payment process.
- 4. Where the usage of Services are measured, take reasonable steps to ensure that such usage is easily accessible and provide accurate reports.

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- 5. Ensure that all Services are connected and active to allow for effective monitoring.
- 6. Ensure that Customers liable for payments receive regular and accurate accounts and indicate the amounts due each month.
- 7. Provide accessible mechanisms for those persons to query or verify their accounts and Service reports.
- 8. Provide alternative payment mechanisms such as debit orders, stop-orders and electronic payments (e.g. EFTS).

7 TERMINATION OF SERVICES

- 1. It is the responsibility of the Customer to notify Macrocomm in writing if they which to cancel their contract be it term or month-to-month.
- 2. Failure to comply with the provision of paragraph 10.1 below renders the Customer liable for all costs related to their term contract or month-to-month subscription.
- 3. A Customer may terminate a term contract agreement after 12 months, and a month-to-month contract in writing giving 30 day's notice.
- 4. Macrocomm may terminate services if no payment is received after 60 days of non-payment for all services provided.
- 5. A Customer shall remain liable for all arrears and applicable charges that are payable for all services rendered prior to the termination of an agreement.

8 RECOVERY OF ADDITIONS COSTS

The Macrocomm may, in addition to any charge, or payment of any kind referred to in this policy, recover from a Customer any reasonable costs incurred by it in this policy, including but not limited to all legal costs, including attorney and client costs incurred in the recovery of arrears which shall be debited against such Customer as arrears in his account.

9 PAYMENT FOR ALL MANAGEMENT AND ANALYTIC PLATFORM, VALUE ADDED AND DEVICE SERVICES PROVIDED

A Customer shall be responsible for the payment of their accounts for all services rendered to him/her from the commencement date of the agreement until the account has been paid in full. Macrocomm shall be entitled to recover all payments due to it from the Customer concerned.

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9.1 Full and Final Settlement of an Amount

Where an account is not settled in full, any lesser amount tendered to and accepted by the Macrocomm shall not constitute a full and final settlement of such an account despite the fact that the payment was tendered in full and final settlement unless the Financial Manager expressly accepts such payment in writing as being in full and final settlement of the amount reflected on the relevant account.

9.2 Pay Points and Payment Methods

A Customer must pay his account either as agreed by means of debit order, stop order or electronic payments (e.g. EFT).

10 ACCOUNTS AND BILLING

- 1. Macrocomm shall provide every Customer liable to pay for Services purchased with balance of term and/or a monthly account in respect of every service for which that Customer is liable and all services rendered in respect of agreement signed.
- 2. Failure by Macrocomm to render an account does not relieve the Customer of the obligation to pay any amount due and payable. The onus shall be on the Customer to obtain a copy of the account before the due date.
- 3. Payments shall be deemed to be late unless received on or before the due date by Macrocomm. Electronic payments and debit order / stop order payments must be received by the close of business on the due date.

11 DISPUTES, QUERIES AND COMPAINTS

Dispute refers to when a Customer questions his account rendered by Macrocomm. A Customer may lodge a query or a complaint in respect of any amount that is due and payable by him before or on the due date for payment specified in the account concerned or as soon as reasonable possible thereafter.

The lodging of a dispute by a customer shall not relieve the aggrieved person of the responsibility to settle his or her account.

In the event that there is a query/dispute:

- 1. The customer must continue servicing the account on services that that are not affected by the query.
- 2. The customer must continue to pay the reasonable estimate of the queried service at the lodging of the dispute/ query and should continue to pay such reasonable amount until the query is concluded and then pay the actual billed amount for the

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service thereafter or be granted a refund if after the outcome it is determined the customer dispute is valid and correct.

11.1 Procedures to be Followed:

In order for a dispute to be registered with Macrocomm, the following procedures must be followed:

11.1.1 By The Customer

- 1. The Customer must submit the dispute in writing to the Operational Manager of the subsidiary or the Financial Manager before or on the due date for payment specified in the account concerned or as soon as reasonably possible thereafter.
- 2. No dispute will be registered verbally whether in person or over the telephone.
- 3. The Customer must furnish his full personal particulars including in the correspondence referred to above.
- 4. The onus will be on the Customer to ensure that he receives a written acknowledgement of receipt from Macrocomm.

11.1.2 By Macrocomm

On receipt of the dispute, the following actions are to be taken:

- 1. The Operational Manager and/or Financial Manager must register the query or complaint and provide the Customer with a reference number.
 - 2. The Operational Manager will keep custody of this register and conduct a daily or weekly check or follow-up on all disputes as yet unresolved.
 - 3. The following information should be entered into the register:
 - Customer 's Account Number.
 - o Customer's name.
 - Customer's address.
 - Full particulars of the dispute.
 - o Name of the Macrocomm Representative to whom the dispute was emailed.
 - Actions that have been/were taken to resolve the dispute.
 - Signature of the Macrocomm Representative.
 - A written acknowledgement of receipt of the dispute must be provided to the Customer.
 - 4. Macrocomm should not institute enforcement proceedings against the Customer for an amount or an account entry that is in dispute until it has

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resolved the dispute. This includes any suspension or cancellation of services.

- 5. All investigations regarding disputed amounts must be concluded by Financial Manager within 21(twenty-one) calendar days from receipt thereof.
- 6. The Customer shall be advised in writing of the findings.

12 ARREARS

A Customer must pay all and any monies owed to Macrocomm within the period or before the due date that is indicated on the invoice of his account.

If a Customer fails to pay the amount/s due and payable on or before the final date for payment, the unpaid amount is deemed to be an arrears amount then a notice of suspension letter may be emailed to the Customer after 21 days if no payment is received.

The notice to suspension notice must contain the following statements:

- The amount in arrears and any interest payable;
- The Customer may conclude an agreement with Macrocomm for payment of the arrear amount in instalments within 5 (five) days of the date of such notice.
- If no payment is received and no such agreement is entered into within the stated period, services to the Customer will be suspended and that legal action may be instituted against such Customer for the recovery of any amounts owing in accordance with the policy contained herein.

12.1 Pre-Legal

The notice of cancellation must contain the following statements:

- The amount in arrears and any interest payable.
- The Customer may conclude an agreement with Macrocomm for payment of the arrear amount in instalments within 5 (five) days of the date of such notice.
- That, if no payments is received and no such agreement is entered into within the stated period, services to the Customer will be cancelled and that legal action may be instituted against such Customer for the recovery of any amounts owing in accordance with the policy contained herein.
- That the Customer's name may be listed with a credit bureau or any other equivalent body as defaulter.
- That the account may be handed over to a debt collector for collection.

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13 RESTORATION OF SERVICES

After a Customer settles arrear (providing the Customer is not deemed a legal account) amounts owing to Macrocomm following continuance of service, the discontinued service will be restored within 7(seven) working days according to the type of service the Customer elected in terms of the agreement for the provision of services.

14 LISTING OF DEBTOR WITH CREDIT BUREAU

Where an account rendered to a Customer remains outstanding for more than 90 (ninety) days:

- The defaulting Customer's name may, at the discretion of Macrocomm, be listed with a credit bureau of any other equivalent body as defaulter, provided that the agreement for the provision of services provide; therefore, and
- May be handed over to a debt collector or an attorney for collection.

15 NOTICES AND DOCUMENTATION

Any notice other document served on a Customer by Macrocomm in terms of any other legislation is regarded as having been served the notice to him personally or to his duly authorised agent: y email or registered mail:

- to a postal/physical address for legal purposes as nominated by the Customer;
 or
- to an email address given by the Customer in his application of services, where no postal/physical address has been nominated for legal purposes, or
- by sending it by pre-paid registered or certified post addresses to his last known address.

16 IRRECOVERABLE DEBT

16.1 Debt will be regarded as irrecoverable if:

- All reasonable notifications and cost-effective measures to recover a specific outstanding amount have been exhausted, or
- If the amount to be recovered is too small to warrant further endeavours to collect it, or
- The cost to recover the debt does not warrant further action.
- The amount outstanding is the residue after payment of a dividend in the Rand from an insolvent estate, or
- A deceased estate has no liquid assets to cover the outstanding amount, or

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- It has been proven that the debt has prescribed, or
- The Customer is untraceable or cannot be identified so as to proceed with further action, or
- It is impossible to prove the debt outstanding, or
- the outstanding amount is due to an administrative error by Macrocomm.

16.2 Authorisation

- When accounts in arrears are deemed to be recoverable in all instances, all requests to write off debt must be presented as individual items to the Financial Manager.
- In respect of other debt, schedules indicating the Customer account number, the Customer's name, the physical address in respect of which the debt was raised, as well as the steps taken to recover a debt and a reason to write off the amount, must be compiled and submitted to the Financial Manager for consideration with a view to writing off such debt as irrecoverable.
- The Financial Manager must compile a consolidated report of all debt writeoff requests to the Macrocomm Board for their approval.
- Notwithstanding the above, Macrocomm will be under no obligation to write off any particular debt and will always have the sole discretion to do so.

