

IntelliTrac GPS Fleet Management

Date

SBT (Small Business GPS Tracker) 36 Month Contract Agreement

11 Scholar Drive Bundoora Vic 3083 Phone (03) 9467 6188 Fax (03) 9466 7188 ABN 31-238-398-354

| | | | | | | | | | | |
|--|--|------|--------|--|---|-------------|--|--|--|--|
| Applicant Details Please write clearly in CAPITAL LETTERS Complete this form & fax to (03) 9466 7188 We will contact you to arrange shipping & installation. | Company Name | | | | | | | | | |
| | Business Trading Name | | | | | | | | | |
| | Address | | | | | | | | | |
| | Suburb | | | | State | | Postcode | | | |
| | Phone | | | Fax | | ABN | | | | |
| | Purchase Requested By | | | | Position | | | | | |
| | Email Address | | | | Purchase Order# | | | | | |
| Direct Phone | | | Mobile | | Home Phone | | | | | |
| Accounting Details Conditions:- IntelliTrac will issue Electronically Emailed Invoicing | Accounts Payable Contact | | | | Phone | | | | | |
| | Billing Email Address | | | | | | | | | |
| | Billing Address | | | | | | | | | |
| | Suburb | | | | State | | Postcode | | | |
| Trade References | Company Name | | | Phone | | Fax | Monthly Spend \$ | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| SBT Tracking Details Please complete details for each vehicle (max 5 per account) | Name of Vehicle | Make | Model | Year | Rego | Driver Name | Office Use Only (UnitID) | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| SBT Installation Fees | No of Vehicles Requiring Tracking | | | | User Name Password Details Preferred Username Preferred Password | | | | | |
| | Installation Cost Per Vehicle | | \$ 90 | +GST | | | | | | |
| | Cost of Installation (payable in advance) | | \$ | +GST | | | | | | |
| SBT Monthly Fee Details | SBT Fee Per Vehicle/Month | | \$ 70 | Credit Card Payment Details A 2% Surcharge will be added for all credit card Direct Debits. You Must Complete this section | | | | | | |
| | Total SBT Fee | | \$ | | | | | | | |
| | GST 10% | \$ | | | | | | | | |
| | Monthly Fee Due in advance | | \$ | | | | | | | |
| 1. You are agreeing to enter into an agreement with IntelliTrac, whereby IntelliTrac will supply you GPS tracking devices for your Vehicles or Assets for a minimum period of 36 months and you will pay IntelliTrac 36 monthly payments of \$70 plus GST for each device plus a once off installation fee of \$90 plus GST for each device. 2. Title for goods does not pass from IntelliTrac to you until the full and final payment of 36 installments plus installation is received by IntelliTrac. The Total amount being \$2871 plus any credit card fees and bank charges. 3. You will pay IntelliTrac by either means of a Credit Card or Bank Account Monthly direct debit, debited on the first day of each month. The first month will be a pro rata fee for the remaining portion of the month. 4. This agreement starts on the day of signing this agreement and ends after a period of 36 months. It is in your best interest to make your vehicles available for installation as soon as possible. 5. IntelliTrac will provide a list of recommended installers. It is your decision which installer you choose and you must co ordinate installation with the installer directly. 6. IntelliTrac offers a 12 month manufacturer's warranty. It does not cover device tampering, device malfunction due to software glitches or problems within the vehicle. The warranty does not include installation which should be claimed directly against the installer. The warranty is a back to base warranty so you must co-ordinate and pay for any service calls, removal, return and reinstallation of the GPS device with your chosen installer. 7. The 36 monthly charges are payable even if you do not use the tracking device, the web based software or if the device is faulty or has been tampered with. It is your responsibility to ensure that the device is working at all times, and notify IntelliTrac if you believe the device is faulty in order to minimize any down time. 8. If you decide that you no longer need the GPS Tracking System, you are still liable and need to pay IntelliTrac the full contract price of \$2871 for each device. 9. You give permission to IntelliTrac to conduct any necessary credit checks to approve or decline your application for this 36 Month SBT agreement. 10. You will become personally liable for any outstanding amounts and any necessary legal costs for the recovery of monies due under this agreement if your company or business entity listed in this application becomes insolvent, is subject to bankruptcy, or ceases trading. I Agree to the above terms and conditions Name _____ Date _____ | | | | | | | Direct Debit Payment Details A \$50 fee is applicable for any dishonoured payments. You Must Complete this section | | Bank Account Name Bank BSB Account Number I hereby allow 1 initial deduction from the above bank account and a further 35 equal monthly deductions as listed above commencing from the date of signing this agreement. Signature | |
| | | | | | | | Preferred Direct Debit Method | | Credit Card <input type="checkbox"/> Bank Account <input type="checkbox"/> | |
| | | | | | | | Attachments Required for this Application | | <ul style="list-style-type: none"> • Clear Enlarged Photocopy of Applicants Current Drivers Licence Front and Rear <input type="checkbox"/> • Formal Company Purchase Order <input type="checkbox"/> • Clear Enlarged Photocopy of Applicants Credit Card Front and Rear <input type="checkbox"/> | |

IntelliTrac Fleet Management SBT Agreement

BETWEEN IntelliTrac and the 'Customer' as identified on page 1 of this Agreement.

1. Interpretation. In the interpretation of the terms:-

- "Agreement" means this agreement for the provision of GPS In Vehicle Units for the purposes of Fleet Management , Software Application Services and GPRS Bundled Communications.
- "Customer" means the Incorporated Company, Business Entity and/or Person/s defined in page 1 of this application under Applicant Details.
- "ASP " means the Internet Software Application used for the purposes of GPS Fleet Management;
- "IntelliTrac Data Centre" means IntelliTrac's Computer Infrastructure is used for hosting of its ASP service.
- "SBT" means Small Business GPS Tracking System
- "GPS" means Global Positioning System
- "Asset" means any vehicle, motorcycle, plant & equipment in which IntelliTrac products are installed;
- "IntelliTrac" means, IntelliTrac Pty. Ltd. ABN 31-238-398-354 of 11 Scholar Drive Bundoora Victoria 3083 Australia.
- "IntelliTrac Product/s" means GPS AVL (Automatic Vehicle Location) products.
- "IntelliTrac Coverage Area" means the coverage area as defined by the communications service provider being Telstra, Optus or Vodafone at the sole discretion of IntelliTrac;
- "GPRS Service Provider" means the communications service provider being Telstra, Optus or Vodafone and may vary from time to time.
- "GPRS Services" means communications services required for the IntelliTrac Products to Transmit information to the IntelliTrac Data Centre.
- "GPRS Bundled Communications" means where IntelliTrac sources and directly pays the GPRS Service Provider on your behalf for any GPRS Services incurred for the supply of SBT ASP Service, hence facilitating the provision of one monthly account to The Customer by IntelliTrac for both ASP Services and GPRS Services.
- "Third Party Equipment" means any equipment supplied by a third party to be installed in the Asset which may interfere with the correct operation of the IntelliTrac Products
- "User Manual" means A guide or booklet being hardcopy or softcopy available from IntelliTrac and the IntelliTrac Web Site which may be amended from time to time, detailing the correct use of the IntelliTrac Products and ASP Services.

2. Installation and Use of IntelliTrac Products

- 2.1 The Customer must use the IntelliTrac Products and ASP services strictly in accordance any applicable laws relating to The Privacy Act and in accordance with The User Manual and will ensure that all other persons operating the products are familiar with the applicable laws relating to The Privacy Act and The User Manual and the operation of the products in particular the requirements in the case of an inadvertent or mistaken action creating excessive tracking requests.
- 2.2 IntelliTrac approved installers will install the IntelliTrac Products. The customer must not attempt or allow any third party to remove, modify or tamper with the IntelliTrac Products or ASP Software Platforms without IntelliTrac's prior written consent. IntelliTrac will in no way be liable for any damage caused to the Customer's Asset or surrounds in the course of installing the IntelliTrac Products. The Customer's rights for such damage lie against the installer and the customer indemnifies IntelliTrac in relation thereto.
- 2.3 The Customer must quote their ASP User Logons and Passwords or Identification details to the relevant IntelliTrac agent or representative when requested. The Customer must not disclose their ASP User Logons and Passwords or Identification details to any other person or record or leave the ASP User Logons and Passwords or Identification details in such a place as to make the ASP User Logons and Passwords or Identification details easily accessible to unauthorised persons. ASP User Logons and Passwords or Identification details are to be completed on the IntelliTrac Fleet Management ASP Agreement Form.

3. ASP Services

- 3.1 In return for a Monthly Fee, IntelliTrac will provide the IntelliTrac Products and ASP services as requested by The Customer, commencing on the date notified to the Customer by IntelliTrac.
- 3.2 Without limiting clause 6.1 where the ASP Fee is not paid within (14) fourteen days of the due date outlined on the IntelliTrac tax invoice, IntelliTrac will have no further obligation or responsibility to provide the ASP Services, and the Customer is obliged to pay the remaining portion of the 24 Month Agreement within 14 days.
- 3.3 All payments relating to this agreement by The Customer to IntelliTrac are to be via Direct Debit of the Customer's Nominated Bank Account or Credit Card. If the direct debit via one means fails, IntelliTrac has the right to debit the second means listed in this agreement. At its discretion, IntelliTrac may direct debit the full remaining portion of the contract at any time.
- 3.4 The Customer acknowledges that all Software and Mapping Data remains the property of IntelliTrac and the Customer has rights to the use of the ASP Software when ASP fees are paid in full and up to date.

4. Risk

- 4.1 The Customer expressly acknowledges that due to circumstances often beyond the control of IntelliTrac, including (but not limited to) software viruses, power failure, electrical or topological interference, equipment malfunction, tampering by unauthorised persons and the actions and omissions by suppliers of telephone services, Police or Emergency Services or security patrol services, the IntelliTrac Products and ASP Services may not operate as designed. The Customer also acknowledges that IntelliTrac is not responsible for damages to the IntelliTrac Products and ASP Services or their failure to perform, as a result of any asset, accident ,vandalism or other consequence.
- 4.2 The Customer therefore understands and agrees that IntelliTrac will not be responsible for any performance, or failure, of the ASP Services and/or IntelliTrac Products, and any resulting loss of business or profits or other loss or damage whether due to the circumstances envisaged in clause 4.1 or otherwise.
- 4.3 The Customer acknowledges that IntelliTrac is not responsible for malfunction of or failure to function by any Third Party Equipment or any damages caused as a result of such failure or malfunction.
- 4.4 The Customer Acknowledges that regardless of the quality of data obtained by The IntelliTrac Products, ASP Services or GPRS Service provider, the customer is liable to pay any agreed charges regardless of operation or use, until a written notice of Termination or Suspension of Services is received from The Customer. (Subject to Clause 6.1)
- 4.5 The Customer Acknowledges that where the GPRS Bundled Communications exceed the agreed monthly allocation, IntelliTrac may charge The Customer any excess usage fees.

5. Change of Ownership

- 5.1 The Customer must notify IntelliTrac where the Customer's Asset is assigned, sold or leased to a third party. Failure to do so will make the customer liable for any remaining term in this 24 month agreement plus any deemed administration costs.

6. Termination

- 6.1 IntelliTrac may at any time by written notice terminate this Agreement. The Customer may terminate this agreement after the initial contract term by giving at least 90 days written notice to terminate this Agreement. Where the customer is in default or The Customer terminates this Agreement, no entitlement to a refund of ASP fees will be payable. The customer must pay any outstanding fees and charges as detailed in the agreement for the remaining portion of the Contract Term immediately. Where IntelliTrac terminates this agreement the customer must pay any outstanding fees and/or access charges as detailed in the agreement for the remaining portion of the Contract Term immediately

7. Basis of Order

- 7.1 An Order by the Customer will only be binding if it is issued on the IntelliTrac GPS Fleet Management SBT (Small Business GPS Tracker) 24 Month Contract Agreement signed by the Customer. IntelliTrac retains the right at all times to accept or refuse an Order.
- 7.2 IntelliTrac will arrange delivery and installation of the IntelliTrac Products as soon as is practically possible following acceptance of the order.

8. Prices and Payments

- 8.1 The prices payable for the IntelliTrac Products and ASP Services are quoted in this Agreement.
- 8.2 Where the Customer pays for IntelliTrac Products ASP Services and or installation thereof by continuing credit card instalment payments or a Direct Debit Authority, the Customer acknowledges that IntelliTrac is authorised to deduct all due payments on the dates on which they are required to be made.
- 8.3 Where the Customer makes payments to IntelliTrac by way of credit card instalments or Direct Debit Instalments, the Customer must immediately notify IntelliTrac of the loss or theft or expiry of the particular credit card or Nominated Bank Account. The Customer must notify in writing of replacement credit card or Nominated Bank Account details as soon as practically possible so that continuing credit card payments are not terminated.
- 8.4 Where a Customer wishes to stop any credit card instalment payments or Direct Debit Payments to IntelliTrac (after the initial contract period), the Customer must notify IntelliTrac in writing of such decision. Subject to clause 6.1
- 8.5 Payment of all IntelliTrac Products and ASP Services is due according to the terms and conditions as specified in this Agreement.
- 8.6 Should the Customer default in any scheduled payment of this Agreement, all monies due under the terms of this agreement will be due and payable immediately.

9. Warranty

- 9.1 IntelliTrac warrants that the products supplied in this agreement are free from defects and defaults and fit for the purpose for which they are intended as of the date of installation.
- 9.2 This warranty continues in force for a period of (12)Twelve months from the date of installation of the products in the Asset. If an authorised installer removes and refits the products during the warranty period in a new Asset then the warranty period will continue to run and the date of installation will be the date of installation in the first Asset nominated by the customer.
- 9.3 Subject to clause 9.4 IntelliTrac will repair or replace, at its absolute discretion, any defective IntelliTrac products or component parts during the warranty period at its own expense less removal, reinstallation and shipping costs back to the IntelliTrac Service Centre in Melbourne Australia.
- 9.4 The IntelliTrac Warranty immediately becomes void if the Customer fails to comply with the User Manual operating instructions and information or the customer or any person not authorised by IntelliTrac attempts to service, repair, assemble, disassemble, tamper with or remove the IntelliTrac products (or components thereof) or ; the Customers Asset has been involved in an accident or materially damaged and/or the IntelliTrac products have not subsequently been tested or approved by a IntelliTrac authorised person.
- 9.6 The warranty offered by IntelliTrac is a back to base warranty and the Customer is liable to pay any device removal, shipping and re-installation costs

By Signing this agreement the Customer acknowledges that he or she has read, understood and agrees to be bound by these obligations.

Please Sign.....

Name.....

Position.....

Company Name.....

Date.....

Accepted by IntelliTrac Sales Person_____

Signed_____

Date_____

Direct Debit Request Service Agreement

Definitions

account means the account held at *your financial institution* from which *we* are authorised to arrange for funds to be debited.

agreement means this Direct Debit Request Service Agreement between *you* and *us*.

banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

debit day means the day that payment by *you* to *us* is due.

debit payment means a particular transaction where a debit is made.

direct debit request means the Direct Debit Request between *us* and *you* (and includes any form PD_C approved for use in the *transitional period*)

Transitional Period means the period commencing on the industry implementation date for Direct Debit Requests (31 March 2000) and concluding calendar months from that date.

us or *we* means IntelliTrac Pty. Ltd. trading as IntelliTrac (the Debit User) *you* have authorised by signing a *direct debit request*.

you means the customer who signed the *direct debit request*.

your financial institution is the financial institution where *you* hold the *account* that *you* have authorised *us* to arrange to debit.

1. Debiting your account

1.1 By signing a *direct debit request*, *you* have authorised *us* to arrange for funds to be debited from *your account*. *You* should refer to the *direct debit request* and this *agreement* for the terms of the arrangement between *us* and *you*.

1.2 *We* will only arrange for funds to be debited from *your account* as authorised in the *direct debit request*.

Or

We will only arrange for funds to be debited from *your account* if *we* have sent to the address nominated by *you* in the *direct debit request*, a billing advice which specifies the amount payable by *you* to *us* and when it is due.

1.3 If the *debit day* falls on a day that is not a *banking day*, *we* may direct *your financial institution* to debit *your account* on the following *banking day*.
If *you* are unsure about which day *your account* has or will be debited *you* should ask *your financial institution*.

2. Changes by us

2.1 *We* may vary any details of this *agreement* or a *direct debit request* at any time by giving *you* at least fourteen (14) days' written notice.

- 3. Changes by you**
- 3.1 Subject to 3.2 and 3.3, *you* may change the arrangements under a *direct debit request* by contacting *us* on 1300 767492.
- 3.2 If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least Thirty (30) days before the next *debit day*. This notice should be given to *us* in the first instance.
- 3.3 *You* may also cancel *your* authority for *us* to debit *your* account at any time by giving *us* thirty days (30) days notice in writing before the next *debit day*. This notice should be given to *us* in the first instance.
- 4. Your obligations**
- 4.1 It is *your* responsibility to ensure that there are sufficient clear funds available in *your* account to allow a *debit payment* to be made in accordance with the *direct debit request*.
- 4.2 If there are insufficient clear funds in *your account* to meet a *debit payment*:
- (a) *you* may be charged a fee and/or interest by *your financial institution*;
 - (b) *you* may also incur fees or charges imposed or incurred by *us*; and
 - (c) *you* must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that *we* can process the *debit payment*.
- 4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct
- 4.4 If IntelliTrac Pty. Ltd. trading as IntelliTrac is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay IntelliTrac Pty. Ltd. trading as IntelliTrac on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
- 5 Dispute**
- 5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on 1300 767492 and confirm that notice in writing with *us* as soon as possible so that *we* can resolve *your* query more quickly.
- 5.2 If *we* conclude as a result of our investigations that *your* account has been incorrectly debited *we* will respond to *your* query by arranging for *your financial institution* to adjust *your* account (including interest and charges) accordingly. *We* will also notify *you* in writing of the amount by which *your account* has been adjusted.
- 5.3 If *we* conclude as a result of our investigations that *your account* has not been incorrectly debited *we* will respond to *your* query by providing *you* with reasons and any evidence for this finding.
- 5.4 Any queries *you* may have about an error made in debiting *your account* should be directed to *us* in the first instance so that *we* can attempt to resolve the matter between *us* and *you*. If *we* cannot resolve the matter *you* can still refer it to *your financial institution* which will obtain details from *you* of the disputed transaction and may lodge a claim on *your* behalf.

| | |
|---------------------------|---|
| 6. Accounts | <i>You should check:</i> |
| | <ul style="list-style-type: none"> (a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions. (b) <i>your</i> account details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and (c) with <i>your financial institution</i> before completing the <i>direct debit request</i> if <i>you</i> have any queries about how to complete the <i>direct debit request</i>. |
| 7. Confidentiality | <p>7.1 <i>We</i> will keep any information (including <i>your account</i> details) in <i>your direct debit request</i> confidential. <i>We</i> will make reasonable efforts to keep any such information that <i>we</i> have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 <i>We</i> will only disclose information that <i>we</i> have about <i>you</i>:</p> <ul style="list-style-type: none"> (a) to the extent specifically required by law; or (b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim). |
| 8. Notice | <p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should write to IntelliTrac Pty. Ltd. trading as IntelliTrac 11 Scholar Drive Bundoora Victoria Australia</p> <p>8.2 <i>We</i> will notify <i>you</i> by sending a notice in the ordinary post to the address <i>you</i> have given <i>us</i> in the <i>direct debit request</i>.</p> <p>8.3 Any notice will be deemed to have been received on the third <i>banking</i> day after posting.</p> |