

PROVIDENCE FLEET PURSUIT TRADING TERMS

1. Payment and Invoicing

- 1.1. All invoices for new accounts and new product/s orders are required to be paid upfront and in full prior to provisioning and delivery. The contract commencement date will be from the signed agreement date. Signing this document forms a legal binding contract and payment must be received within 7 days.
- 1.2. All invoices for monthly services are due within 7 days of invoice date unless otherwise stated on invoice.
- 1.3. Upon signing this agreement the client accepts to be invoiced and pay Providence Fleet Pursuit in full for the goods and services to be provided as per trading terms. Clients will be invoiced for the goods including the first month's service fee and will be charged monthly in advance for SIM data & software platform access. After first invoice all subsequent monthly service charges will be deemed from date of this signed agreement.
- 1.4. Clients forfeit the ownership of any goods purchased, if no payment is received.

2. Payment Methods Accepted

- 2.1. EFT - payment can be made direct via Electronic Funds Transfer.
- 2.2. BPAY - payment can be made via BPAY through our Pay Advantage accounting system. Payments made using Visa or MasterCard will incur a charge of 2.5% of the amount being paid. This charge will be included on your next invoice.
- 2.3. DD - payment can be arranged via Direct Debit using our Pay Advantage accounting system and a fee of \$0.85 per debit plus \$3.30 for any dishonoured payment will be incurred.
- 2.4. Clients will be notified in due course of any changes or amendments to these aforementioned charges.
- 2.5. The aforementioned charges do not reflect any charges that your finance institution may charge.

3. Overdue Invoice Payment and Penalties Fees

- 3.1. Late/penalty fee of \$30 (excluding GST) or 10%, whichever greater, may be applied to overdue or outstanding invoices which remain unpaid 7 days after the due date.
- 3.2. Service charges that remain outstanding or overdue beyond 30 days of the original invoice date will be suspended and a \$20 (excluding GST) per device reactivation fee will apply to reinstate services.

4. Delay of goods deliveries or service activation

- 4.1. Standardly once products have been ordered delivery should be received between ten and fifteen business days from the order date.
- 4.2. Product and Service activation delays - should there be any delays beyond 2 weeks from promised delivery and service activation the monthly service fee will be waived for that month.

5. Cancellation or Service

- 5.1. If a monthly service payment is not received or payment method is declined after due date (see clause 2),

Providence Fleet Pursuit reserves the right to suspend or terminate access to the On-Line Software Platform services. In order to have the service reinstated, the client agrees to pay an additional \$20 (excluding GST) per device and outstanding balance at the time. (see clause 2.2.)

- 5.2. A minimum 12 month contract period is required for Services, upon expiry clients will not be charged any penalty fee for Service should they decide to cancel services. Services may be discontinued at any time after this period by the client providing 30 days' notice has been given to Providence Fleet Pursuit. This minimum term period may be altered by mutual agreement prior signing and noted accordingly on their signed agreement.
- 5.3. Where a client seeks early release from their 12/24/36 month contract period (where applicable), a fee of not less than 70% of remaining charges is required to be paid to secure release of contracted agreement obligation. This refers to upfront purchases only.
- 5.4. Leased options - clients are obligated and bound by the separate terms and conditions of the Leasing Agent Agreement.

6. Warranty of Goods

- 6.1. All goods are covered by a full 12 month manufacturer's warranty.

7. Cancellation of Orders

- 7.1. Orders may be cancelled provided 14 days written notice is provided to Providence Fleet Pursuit. If order is cancelled outside this time a 20% (plus GST) charge will be incurred.

8. Acknowledge

- 8.1. By signing this "Providence Fleet Pursuit Purchase and Service Agreement" I acknowledge that I have read and agree to the terms and conditions.
- 8.2. Providence Fleet Pursuit reserves the right to change, alter or amend these trading terms in writing at any time.

9. Liability

- 9.1. The Client agrees to use, operate and possess the device/s and The Company's Website at the Client's risk
- 9.2. The Client shall indemnify and keep indemnified Fleet Pursuit from and against any actions, proceedings, suits, demands, liabilities, losses, damages, costs, penalties and all expenses legal or otherwise of whatsoever kind and nature which may be caused and/or arise directly or indirectly as a result of the use and/or operation of the device/s and/or the information provided on the Fleet Pursuit's website and/or the interpretation of same by the Client.

10. Increase in Monthly Fee

- 10.1. In the event the Agreement continues past the Initial Term for a fixed period Agreement and at any time in the case of a periodic Agreement, the Company may increase the monthly fee payable by the Client by giving to the Client three (3) months written notice of any such increase.
- 10.2. At the expiration of the three (3) month notice period the Client shall pay the increased monthly fee to the Company in accordance with this Agreement.

FLEET PURSUIT SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made between Providence Fleet Pursuit ("Fleet Pursuit") and the Client ("Client") and sets out the terms and conditions on which Fleet Pursuit agrees to provide the Client with the Fleet Pursuit Services.

1. Definitions

In this Agreement, unless the contrary intention appears:

"**Agreement**" includes this Services Agreement, the Application Form and the Service Fees.

"**Application**" means the Order Form completed by the Client pursuant to which the Client has requested from Fleet Pursuit for the use of the Fleet Pursuit Services.

"**Charges**" means the amounts payable by the Client to Fleet Pursuit for the provision of the Fleet Pursuit Services as specified in the Service Fees.

"**Content**" means the content of the website providing the Fleet Pursuit Services, including but not limited to vehicle tracking history, reports, locations etc.

"**Client**" means the customer and/or client specified in the Order Form.

"**Deposit**" means the deposit (if any) paid pursuant to the Service Fees.

"**Fleet Pursuit Services**" includes any additional Fleet Pursuit service levels that may be introduced in the future and:

- (a) provides local GPRS data, local Voice Communication airtime and local SMS data (all data volume only apply to vehicle terminal usage);
- (b) provides the web service of vehicle tracking, history replay, landmark setting, report checking, profile management, confirming the location of the vehicle by phone, and any new services as may be provided by Fleet Pursuit from time to time.

"**Providence Fleet Pursuit**" means Fleet Pursuit.

"**Service Fees**" means a separate leaflet listing Fleet Pursuit's Service Fees.

1.2 In this Agreement, unless the context otherwise requires:-

- (a) references to clauses are to clauses of this Agreement;
- (b) words denoting one gender shall include all other genders;
- (c) words denoting the singular shall include the plural and vice versa; and
- (d) the word "person" includes a company.

2. Application for the Fleet Pursuit Services

2.1 Upon application of the Fleet Pursuit Services, the Client agrees to be bound by this Agreement throughout the application process and use of the Fleet Pursuit Services.

2.2 Fleet Pursuit shall not be bound to accept the Client's application and may reject the Client's application if:

- (a) the Client fails to submit proof of identity and address;
- (b) the Client fails to satisfy the requisite creditability check;
- (c) the Client fails to pay the stipulated service fee and/or deposit in full.

2.3 In some special occasions, a temporary Fleet Pursuit Monitoring Service may be provided to the Client pending Fleet Pursuit's acceptance of the Client's application for the Fleet Pursuit Services. Notwithstanding the foregoing, any service provided to the Client in the interim period shall not constitute an acceptance of the Client's application and Fleet Pursuit shall be entitled at its sole discretion, to discontinue such temporary Fleet Pursuit Services at any time.

2.4 The Client is required, at the first time they retain the Fleet Pursuit Services, to use the Fleet Pursuit Service for a fixed term of not less than 12 months, unless stipulated otherwise (the "Minimum Term") and all the service fee in relation thereto shall not be refunded in any event. During the fixed term of service, no adjustment of price shall be allowed.

2.5 Apart from the Fleet Pursuit Services, the Client may apply for Value Added Services ("VAS") made available by Fleet Pursuit from time to time. The application shall be made by the Client in person, through telephone or email depending on the application procedure specified for each particular VAS. This Agreement shall apply to the Client's use of all VAS unless there are separate terms and conditions applicable for such VAS; in which case the Client shall abide by such other terms and conditions applicable to that particular VAS. Fleet Pursuit shall be entitled at its sole discretion, to reject the Client's application for any VAS.

3. Charges and Deposits

3.1 The Client expressly acknowledges that he has been provided with a copy of the Service Fees and understands the charging mechanism of the Fleet Pursuit Service Fees before subscribing for the services.

3.2 The Client acknowledges and agrees that unless he has subscribed a fixed term service with Fleet Pursuit, such as the circumstance mention in clause 2.4, the Service fee may be adjusted by Fleet Pursuit at any time by giving 30 days' notice to the Client. If the Client does not agree to the adjustment, the Client shall be entitled to terminate the provision of the Fleet Pursuit Services. Unless otherwise expressly provided in the Service Fees, Fleet Pursuit does not warrant that the Service Fees will not be adjusted.

3.3 If the Client fails to make payment of any deposit(s) as required by Fleet Pursuit to secure the due performance of the Client's obligations under this Agreement, Fleet Pursuit shall be entitled to suspend, discontinue or terminate the Client's subscription to any or all of the Fleet Pursuit Services. Fleet Pursuit shall at their sole discretion have the ability to apply an appropriate cancellation fee. See Clauses 2 and 4 of the Providence Fleet Pursuit Trading Terms.

3.4 Fleet Pursuit is also entitled to apply an excess usage fee if the Client requires additional services, or increased access to the Fleet Pursuit system above normal service requirements. The Client acknowledges that Fleet Pursuit has sole discretion as what is deemed to be excess usage of the Fleet Pursuit Service.

3.5 Fleet Pursuit shall refund the balance of the deposits paid by the Client after deducting all outstanding sums and an amount for loss or damage (if any) suffered by Fleet Pursuit.

4. Commencement and Duration

4.1 This Agreement shall commence on and with effect from the date that Fleet Pursuit accept the Application Form and start to provide the Fleet Pursuit Services ("Service Commencement Date") and shall continue in force for 24 months between Fleet Pursuit and the Client (the "Minimum Term"). This minimum term period may be altered by mutual agreement prior signing and noted accordingly.

4.2 The Client can extend the fixed term service before the expiration of the "Minimum Term" by written notice. If Fleet Pursuit has not received the written notice requesting extension of term or termination of this Agreement, Fleet Pursuit will keep providing the services and charging the services fee by month and the Client may terminate the provision of the Fleet Pursuit Services at any time upon giving 30 days' written notice to Fleet Pursuit provided that the Client shall pay all charges as invoiced.

5. Provision of the Services

5.1 In consideration of the payment of the Charges, Fleet Pursuit shall provide the Fleet Pursuit Services from the Service Commencement Date.

5.2 Fleet Pursuit hereby grants the Client the right to access the Service Portal. The Client will be strictly and solely responsible for any misuse of the Service Portal (which includes, but shall not be limited to, the hacking of and/or direct or indirect damages to the Service Portal) and shall keep Fleet Pursuit indemnified on the terms of Clause 11.

6. Client's Obligations and Warranties

6.1 The Client warrants that all the statements and information contained in or supplied in connection with the Application Form are true and accurate in all respects and any copy documents supplied in connection therewith are true copies of the originals and Fleet Pursuit hereby provides the Fleet Pursuit Services in reliance thereon.

6.2 The Client acknowledges that:- the electronic maps used in the provisions of the Fleet Pursuit Services may not always be accurate due to construction of new roads, road closures, or similar circumstances, and other conditions are constantly changing and may cause inaccuracies in such electronic maps; because of the Fleet Pursuit Services might not be able to generate a correct position of a vehicle, create a correct route or display correct information; the intellectual property rights in the Fleet Pursuit Services and the Content, including but not limited to the intellectual property rights of electronic maps, moving images, music, data and information, belong to Fleet Pursuit, its third party service providers and/or licensors and nothing in this Agreement shall create or transfer any intellectual property rights to the Client. The Fleet Pursuit Services are intended for the Client's personal use only. The Client shall not resell or distribute the Fleet Pursuit Services in whatever form to any third party. The Client shall not assign, transfer or sub-license any all or any of its rights and obligations under this Agreement.

7. Billing and Payment

7.1 Different service plans will have different billing arrangements and the bills shall start from the Service Commencement Date. The Client shall refer to the Service Fees for details. The Client shall make full payment of all bills on or before their stipulated due dates. Failure to do so shall entitle Fleet Pursuit to suspend, discontinue or terminate the Client's subscription to any or all of the Fleet Pursuit Services as per Providence Fleet Pursuit Trading Terms.

7.2 Except in the event of manifest error on the part of Fleet Pursuit, all payments made to Fleet Pursuit shall not be refunded to the Client in any event.

7.3 Payment made by post, by electronic means or through the Internet shall be at the risk of the Client. The Client's obligation to pay shall not be discharged until actual payment has been received by Fleet Pursuit.

7.4 Fees payable by the Client to Fleet Pursuit shall be calculated by reference to data recorded or logged by Fleet Pursuit and not by reference to any data recorded or logged by the Client. Records held and logging procedures adopted by Fleet Pursuit will be conclusive evidence of the actual usage of the Fleet Pursuit Services by the Client and the charges payable by the Client.

7.5 In the event of termination of services by the Client, Fleet Pursuit reserves the right to charge the Client in the last bill for service charges for a full month or the entire bill cycle irrespective of the date of termination and without pro-rata adjustment. The Client shall settle the amount as invoiced in full.

7.6 Any disputes regarding an invoice must be raised within 7 days of the date of the invoice notwithstanding, where relevant, any terms to the contrary in any cardholder agreement with the bank.

7.7 No credit or refund is available in respect of any time when any Service is 'down' or suspended.

7.8 If the Client's access to the Fleet Pursuit Services is suspended or terminated before payment of overdue invoice is made and the Client wants to re-activate the Fleet Pursuit

Services, Fleet Pursuit shall charge an appropriate handling fee applicable at that time. See Providence Fleet Pursuit Trading Terms.

7.9 In case of termination of the Client's Fleet Pursuit Services due to overdue payment, Fleet Pursuit shall transfer any amount that is owing to or due from the Client, including any applicable cancellation fee, under any of that Client's accounts, if that Client has more than one account with Fleet Pursuit, so as to settle any outstanding amount due to Fleet Pursuit under any of that Client's accounts whether they have been terminated or suspended.

8. Change of Service Plan

8.1 Any change in service plan by the Client is subject to the prior consent of Fleet Pursuit. Fleet Pursuit may impose additional conditions for such change of service plan. The Client acknowledges and agrees that certain of his remaining benefits under his current service plan cannot be carried forward to the new service plan.

8.2 The Client shall ascertain the details in relation to the change of service plan from Fleet Pursuit in advance.

9. Suspension and Termination

9.1 Any suspension of the Fleet Pursuit Services by the Client is subject to the prior consent of Fleet Pursuit. Fleet Pursuit may impose additional conditions and charges, including a cancellation fee in relation to such suspension.

9.2 Fleet Pursuit may deactivate any of the Fleet Pursuit Services, with or without notice to the Client, to carry out system, maintenance, upgrading, testing and/or repairs; take any steps or omit to take any steps, with or without notice to the Client, for any reason Fleet Pursuit deems relevant to the management or the operation of any of the Fleet Pursuit Services and Fleet Pursuit's business, that may expand, reduce, modify, suspend, limit, make inaccessible or adversely affect any of the Fleet Pursuit Services, or any Content.

9.3 Fleet Pursuit may, upon discovery of suspected or inchoate, fraudulent, deceptive, unlawful or improper use of the Fleet Pursuit Services by any party, suspend any or all of the Fleet Pursuit Services to prevent such conduct from taking place.

9.4 Save and except where the Client is under a fixed term agreement for the Fleet Pursuit Services, the Client may terminate the provision of the Fleet Pursuit Services at any time upon giving 30 days' written notice to Fleet Pursuit provided that the Client shall pay all charges as invoiced.

9.5 Fleet Pursuit may terminate the provision of the Fleet Pursuit Services forthwith in the following circumstances: any amount due to Fleet Pursuit has been outstanding for more than 30 days; or the Client has committed a breach of any of this Agreement or the terms and conditions for a VAS (if any).

9.6 Termination hereunder shall not affect Fleet Pursuit's right of action against the Client for any antecedent breach or liability incurred prior to the date of termination.

9.7 Upon termination of the Agreement the Client is immediately liable to pay Fleet Pursuit without need for any prior demand, both by way of liquidated damages arising from the Client and for the early termination of this Agreement, the balance of all amounts which would have been paid pursuant to this Agreement if the Agreement had not been terminated as a result of a default event.

9.8 In the event the Client defaults or outstanding monies are owed to Fleet Pursuit, the Client will be held liable for all associated costs incurred by Fleet Pursuit in order to recover the monies owed, including legal, accounting and debt recovery company services engaged in order to facilitate in the recovery of the outstanding monies owed.

10. Disclaimer

10.1 Save and except for the warranties expressly provided under this Agreement, Fleet Pursuit provides no warranty (express or implied) as to the fitness for a particular purpose, quality, merchantability and durability of the Fleet Pursuit Services provided to the Client.

10.2 Fleet Pursuit makes no warranty as to the quality and availability of any of the services, its network and Client service. Fleet Pursuit accepts no responsibility and the Client shall not hold Fleet Pursuit liable for any failure, interruption, delay, suspension or error on the part of Fleet Pursuit including without limitation, in relation to the Fleet Pursuit Services, the Content, its network, Client service and after-sale service.

10.3 Fleet Pursuit will use its best commercial endeavours to provide the services to the Client without abnormal interruption.

11. Indemnity

11.1 The Client agrees to indemnify Fleet Pursuit against any action, liability, cost, claim, loss, damage, proceeding, and/or expense suffered or incurred by Fleet Pursuit arising from or which is related to the Client's use of any of the Fleet Pursuit Services; and any breach or non-observance by the Client of any of this Agreement or the terms and conditions (if any) applicable to any VAS subscribed to by the Client.

12. Limitation of Liability

12.1 To the extent permitted by law, Fleet Pursuit's aggregate liability to the Client shall in any event not exceed the total fees paid by the Client to Fleet Pursuit for the immediately preceding 12 months prior to any incident giving rise to such liability.

12.2 Fleet Pursuit expressly disclaims all responsibilities and liabilities for or arising from: the use of the Fleet Pursuit Services and the Content by the Client; any damage to or loss of data suffered by the Client arising from its use of any of the Fleet Pursuit Services and the Content; any claim based in contract, tort, or otherwise for any loss of revenue (whether direct or indirect), loss of profits or any consequential loss whether of an economic nature or not; any claim relating to any Fleet Pursuit Services and the Content supplied, provided,

sold or made available by Fleet Pursuit (or any failure or delay to so supply, provide, sell or make available); any disruption or suspension of the Fleet Pursuit Services or any part thereof which is attributable to an event or circumstance beyond Fleet Pursuit's reasonable control.

12.3 In the event that the provision of the services is undertaken by Fleet Pursuit's contractors, sub-contractors, service providers or agents (collectively referred to as "Independent Service Providers"), Fleet Pursuit disclaims for itself all responsibilities or liabilities arising from the acts, default, neglect, omissions and mistakes committed by the Independent Service Providers.

12.4 Without limitation to any other provision in this Agreement, Fleet Pursuit expressly disclaims and excludes any liability whatsoever arising directly or indirectly from Fleet Pursuit exercising any of its rights under this Agreement.

13. Provision of Information

13.1 If Fleet Pursuit requests personal data from the Client that constitutes Personal Data (meaning Personal Data as defined under the Privacy Act), account information including data set out in the Services Agreement and any other Client information obtained from the Client or from another source), the Client may decline to provide the Personal Data but in that event Fleet Pursuit may decline to provide any of the services to the Client.

13.2 The Client agrees that Fleet Pursuit may use the Personal Data for any and all of the following purposes: the provision of the Fleet Pursuit Services to the Client (including the transfer of such Personal Data to third parties as necessary for the provision of any of the Fleet Pursuit Services and/or the transfer of such Personal Data to Affiliates (meaning any other entity which directly or indirectly controls Fleet Pursuit, is controlled by Fleet Pursuit, or is under common control with Fleet Pursuit) as necessary for the provision of Fleet Pursuit Services by Fleet Pursuit); matching (as defined under the Privacy Act) the Personal Data with other data collected for other purposes and from other sources including third parties in relation to the provision of the Fleet Pursuit Services; marketing of services by Fleet Pursuit in relation to the Fleet Pursuit Services; business planning and improving of goods and/or services in relation to the provision of the Fleet Pursuit Services; processing of any benefits arising out of or in connection with any of the Fleet Pursuit Services; analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of any of the Fleet Pursuit Services; processing of any payment instructions, direct debit facilities and/or credit facilities in relation to the provision of the Fleet Pursuit Services or requested by the Client; enabling the daily operation of the Client's accounts with Fleet Pursuit and/or the collection of amounts outstanding from the Client; keeping the Client informed of the Fleet Pursuit Services; disclosure as required or permitted by law; and any other purposes as may be agreed to by the parties.

13.3 The Client shall, as soon as practicable, notify Fleet Pursuit of any changes of address or any other particulars provided to Fleet Pursuit which may affect the provision of any of the Fleet Pursuit Services to the Client. On Fleet Pursuit's request, the Client shall provide Fleet Pursuit with information relating to the Client and his use of the services reasonably required by Fleet Pursuit: to assist Fleet Pursuit in complying with Fleet Pursuit's obligations under any applicable law; to report to any government agency regarding compliance with those obligations; and to assess whether or not the Client has complied, is complying and will be able to continue to comply with all of its obligations under this Agreement.

14. General

14.1 Fleet Pursuit reserves the right to unilaterally amend any or all of this Agreement by posting the details of such amendments on its website of www.fleetpursuit.com.au; such amendments to take effect immediately upon such posting.

14.2 This Agreement shall supersede all representations and promises, whether oral or written made by Fleet Pursuit's staff or agents.

14.3 Fleet Pursuit shall have the absolute discretion to assign or sub-contract the whole or any part of its rights and obligations hereunder to any other party or parties.

14.4 This Agreement shall be construed in accordance with the laws of Australia and New Zealand and the parties hereby submit to the non-exclusive jurisdiction of the Australian and New Zealand courts.