

ExclusiveFleet[™]
powered by greensharecar

Incorporating QuickFleet

Master Member User Agreement
(V4.2)



Table of Contents

Table of Contents	2
Part 1 – Definitions and Interpretation.....	6
1.1 In these Terms and Conditions	6
1.2 General	8
1.3 Document or agreement	9
1.4 Accounting terms.....	9
1.5 Delivery Receipt/Quote/Order/Acceptance and any ExclusiveFleet Schedule	9
Part 2 - Exclusivefleet Master Member User Agreement Provisions	9
2 AGREEMENT, QUOTES AND TERMS.....	9
2.1 GSC to Supply Vehicles	9
2.2 Drivers to comply with GSC Member User Agreement	9
2.3 Fuel Cost	9
2.4 Quote	9
2.5 Variation of Quote	9
2.6 Making a new ExclusiveFleet Agreement	9
2.7 Term.....	10
3 DELIVERY.....	10
4 HIRE.....	10
4.1 Contract Usage	10
5 USE OF THE VEHICLE	10
5.1 Property of GSC.....	10
5.2 Particular action required to protect title	10
5.3 Quiet Enjoyment	10
5.4 Location of the Vehicle	10
5.5 Compliance with laws	10
5.6 Use	10
5.7 Maintenance.....	10
5.7.1 Arranged by GSC.....	10
5.7.2 Arranged by the member	11
5.8 Alterations	11
5.9 Corporate Advertising.....	11
6 REGISTRATION	11
6.1 Member to provide garage address for Vehicles registered outside of Victoria	11
6.2 Member not to Change Details.....	11
7 INSURANCE	11
7.1 Policies to be taken out	11
7.1.1 Insurance Excess Reduction	11
7.2 Authority.....	11
7.3 Insurance provisions	11
7.4 Member to Report any Vehicle Damage	11
8 DAMAGE OR LOSS.....	12
8.1 Member must assist GSC to Restore Damaged Vehicle	12
8.2 Total loss of Vehicle	12
8.3 Member's obligations following a total loss of Vehicle	12
8.4 Consequential Arrangements	12
8.5 Insurance Proceeds not received.....	12
8.6 Risks	12
9 REPUDIATION.....	12
9.1 Fundamental obligations	12
9.2 Obligations following repudiation	13
9.3 Reinstatement	13
10 EXPIRY OF EXCLUSIVEFLEET AGREEMENT.....	13

10.1	Expiry of ExclusiveFleet Agreement.....	13
10.2	Member's obligations on expiry	13
10.3	Holding over.....	13
10.4	Purchase of Vehicle by Member	14
10.5	Actual Usage	14
11	MITIGATION OF LOSS.....	14
11.1	Disposal/Market Value	14
11.2	Reimbursement to Member	14
11.3	GSC's position	14
Part 3 – Service and Maintenance Provisions		14
12	MAINTENANCE.....	14
12.1	Routine maintenance (Only scheduled maintenance)	14
12.2	Full maintenance	14
12.3	Abuse of Vehicle	15
12.4	Maintenance not covered.....	15
13	TYRES	15
14	GSC TO RENEW REGISTRATION	15
14.1	GSC to register Vehicle	15
14.2	Notices	15
14.3	Authority to open mail.....	15
14.4	Infringement notice management.....	15
14.5	FuelCard.....	16
14.6	Purchases using the FuelCard	16
14.7	Purchase disputes	16
15	EMERGENCY SERVICES / ROAD ASSIST	16
15.1	Roadside assistance	16
15.2	Collision management	16
16	VEHICLE LOCATIONS	16
16.1	Vehicle Parking Provided	16
17	REPORTING	16
17.1	Vehicle reports.....	16
17.2	FBT Reporting.....	17
18	E-TAG	17
18.1	E-tag.....	17
18.2	E-tag Tolls and Purchases	17
18.3	E-Tag Tolls and Purchase disputes	17
18.4	E-tag reports	17
19	RELIEF VEHICLE	17
20	TEMPORARY EXCLUSIVEFLEET	18
21	GSC FINANCIER	18
22	ADDITIONAL SERVICES	18
23	GENERAL	18
23.1	Directions.....	18
24	MEMBER'S FINANCIAL OBLIGATIONS FOR SERVICES.....	18
24.1	Payment categories	18
24.2	Collision obligations.....	18
24.3	Reimbursement for additional Costs	18
24.4	Recharge arrangements.....	18
25	TERMINATION	18
Part 4 – General Provisions.....		19
26	SUPPLY VEHICLES TO MEMBER.....	19
27	SPARE VEHICLE KEY.....	19
28	ADDITIONAL PARTIES.....	19
29	EXAMINATION	19
29.1	Dealers and Others are not GSC's Agent	19
29.2	Examination	19
30	MEMBER'S OBLIGATIONS	19
30.1	ExclusiveFleet Agreement.....	19
30.2	Provision of information	19

30.3	Information	19
30.4	Maintenance of Service Records	19
30.5	Authorised Persons	19
31	WARRANTIES	20
31.1	General	20
31.2	Acknowledgments	20
31.3	Warranties	20
31.4	Warranties not to apply	20
31.5	Limitation	20
32	PAYMENTS AND TAXES	20
32.1	Periodic invoice	20
32.2	Taxes	20
32.3	GST	20
32.4	Interest on overdue amounts	21
32.5	Manner of payment	21
32.6	Unconditional obligations	21
32.7	Additional payments	21
32.8	Application of Payments	22
32.9	Time is of the Essence	22
33	INDEMNITY AND COSTS	22
33.1	Indemnity	22
33.2	About the indemnities	22
33.3	Increased costs	22
33.4	Transaction Parties must pay all costs	22
33.5	Commission	22
33.6	Fees and charges	23
34	NOTICES	23
34.1	General	23
34.2	Method of service	23
34.3	Service	23
34.4	Service after hours	23
34.5	Process service	23
34.6	Failure to notify	23
35	GSC's RIGHTS	23
35.1	Capacity	23
35.2	Rectification	23
35.3	Inspection and seizure	23
35.4	GSC's rights and their exercise	24
35.5	Certificates	24
35.6	Severance	24
35.7	Approval and consent	24
35.8	Power of attorney	24
35.9	Authority to complete	24
36	CONFIDENTIALITY	24
37	DEALINGS, PPSA AND VARIATIONS	24
37.1	No dealing	24
37.2	Repair and maintenance	25
37.3	PPSA assistance	25
37.4	Agreement	25
37.5	Variation	25
37.6	How to vary a Transaction Document	25
37.7	GSC may vary an ExclusiveFleet Agreement	25
37.8	PPSA waivers	25
38	GUARANTEE AND INDEMNITY	25
38.1	Guarantee	25
38.2	Indemnity	25
38.3	The Guarantor's obligations are unconditional	25
38.4	If GSC holds other security	26
38.5	If the Member becomes Insolvent or dies	26

38.6	If GSC has to refund any money	26
38.7	New Guarantors.....	26
39	TRUST PROVISIONS	26
40	VOLUNTARY CESSATION	26
40.1	Cessation of new ExclusiveFleet Agreements.....	26
40.2	Procedure following cessation.....	26
41	DISPUTE RESOLUTION.....	26
41.1	Notice of Dispute	26
41.2	Conference.....	27
41.3	Expert Mediation	27
42	GOVERNING LAW AND JURISDICTION	27
42.1	Assignment Rights under This Agreement.....	27
43	COUNTERPARTS / OVERRIDE / LOW BATTERY AND DEAD BATTERIES.....	27
43.1	Override	27
43.2	Low battery and Dead Batteries	27
43.3	Special Conditions and General Conditions	27
44	Special Conditions (If any).....	27

SCHEDULES

Schedule A (Member details).....	29
Schedule B (Authorised signatories)	29
Schedule C (Delivery receipt/quote/order/acceptance)	30
Schedule D (Delivery settlement advice)	32
Schedule E (Guarantee and Indemnity)	34
Schedule F (ExclusiveFleet® management report)	36
Schedule G (Revision Quotation - Service Agreement)	38
Schedule H (QuickFleet Rental and Service Agreement)	42
Schedule I (GSC Member User Agreement).....	51

About GreenShareCar exclusivefleet® technology

exclusivefleet® provides fully supplied Vehicles to member corporations or other entities using GreenShareCar's proprietary car sharing technology that enables fleet managers to save money, reduce risk and promote sustainability by leveraging the same technology that powers GreenShareCar's consumer fleet. The exclusivefleet® program empowers member fleet administrators to determine the quantity, types and locations of Vehicles, which are then equipped with GreenShareCar's in-vehicle technology, wirelessly linking them to a dedicated server. Utilizing exclusivefleet® technology makes reserving and driving a pooled Vehicle a seamless process for our members and their employees.

Aim of exclusivefleet®

The member named and shown on the Schedule A has requested GreenShareCar "GSC" to provide Vehicles as described in the Schedule C and/or any additional Vehicles the member may order from time to time after the member has authorised GSC to supply additional Vehicles by completing a Delivery Receipt/Quote/Order/Acceptance form similar or in accordance to Schedule C.

Part 1 – Definitions and Interpretation

1.1 In these Terms and Conditions

"GreenShareCar", "GSC",

"We", "Us" or "Our"

Means JP Just Properties International Pty Ltd (ABN 32 827 412 339) incorporated in Victoria with a registered address of 150 Sydney Road, Coburg, Victoria, Australia 3058 trading as **GreenShareCar®**.

"You" or "Your"

Means the member or an applicant who has signed these terms and conditions or accepted these terms and conditions on the GreenShareCar website to become a GreenShareCar member or a member who has signed this agreement.

"Actual Usage"

Means, on the day when a Vehicle is returned to GSC, the number of kilometres shown on the odometer, less the number of kilometres (if any) specified as at the date of its ExclusiveFleet Master Member User Agreement as shown in the Schedule or the number of hours shown on the hour meter for the Vehicle.

"Adjusted Contract Usage"

Means the annual distance allowance, if or when adjusted on request by the Member by submitting a copy of Schedule G and approved by GSC and the member (GSC to advise member of any changes as per the Schedule F).

"Agreement"

means the document entitled Exclusivefleet Master Member User Agreement between GSC, the Member and the Guarantor which includes details of the parties to this Agreement and any variations to this Agreement, and includes the GSC Member User Agreement in Schedule I.

"Attorney"

Means any attorney appointed under this Agreement.

"Authorised Person"

Means each person named as an Authorised Person in the Schedule A and Schedule B.

"Authorised Service Centre"

Means any such dealer and service outlet as may be nominated by GSC at any time.

"Booking Period"

Means the time that the member has pre-reserved for use of a Vehicle.

"Business Day"

Means any day on which GSC is open for business in the State.

"Casualty Amount"

Means the Termination Amount for a Vehicle which has suffered an event described in clauses 8.2(a), (b) or (c).

"Commencement Date"

Means, for an ExclusiveFleet Master Member User Agreement and a Vehicle, the earlier of the date on which that Vehicle is first registered with the relevant State transport authority and the date on which GSC funds the purchase of that Vehicle.

"Contract Usage"

Means the number of kilometres specified in Schedule C, item 11 and item 12.

"Daily Hire"

Means the amount determined by dividing the Hire under that Exclusivefleet Master Member User Agreement by the number of days in the hire period for that Exclusivefleet Master Member User Agreement as set out in this agreement in Schedule C.

"Damage Log Book"

Means the form which must be completed by all members before commencing travel and records any damage found, or caused by them, to the Vehicle.

"Delivery Receipt/Quote/
Order/Acceptance"

Means when the member, under the ExclusiveFleet Master Member User Agreement as shown in Schedule A, orders additional Vehicles from GSC by submitting a completed copy of Schedule C or other completed form substantially in accordance with Schedule C.

"Delivery Settlement Advice"

Means notification from GSC to the member that a Vehicle has been dispatched to the member under the ExclusiveFleet Master Member User Agreement.

"Driver"

Means a member who has been given permission by the member shown in Table A to drive a GreenShareCar.

"Excess Charge"

Means the amount for each kilometre or hour specified in the ExclusiveFleet Schedule C, item 20.

"ExclusiveFleet"

Means where a member has requested us to provide Vehicle(s) in a location nominated by the member and the member has agreed to pay us a minimum fee for each Vehicle on a regular monthly basis for a set term under this agreement.

“ExclusiveFleet Management Report”	Means a report issued by GSC to the member when Vehicles are added or removed from the members’ ExclusiveFleet. The report shows total Vehicles deployed by State, GSC Vehicle ID, registration number, type of Vehicle and the monthly fee payable to GSC, taking into account any fuel price adjustments. (Refer to Schedule F for sample of the report).
“ExclusiveFleet® Master Member User Agreement”	Means an ExclusiveFleet, a GSC ExclusiveFleet, an Operating ExclusiveFleet, a Term hire or a Service Agreement.
“ExclusiveFleet Period”	Means, for a Vehicle, the period commencing on its Commencement Date and ending on the last day of the contract term specified in its ExclusiveFleet Schedule C.
“ExclusiveFleet Schedule”	Means a completed form substantially in accordance with Schedule B or C or another completed form prepared by GSC from time to time.
“Fair Wear and Tear”	Means such deterioration in the repair, working order and appearance of a Vehicle as is reasonably consistent with the Member's obligations to use and maintain the Vehicle in accordance with the GSC Member User Agreement and the ExclusiveFleet Master Member User Agreement. It does not include any deterioration which GSC deems, in its absolute discretion, to be outside normal Fair Wear and Tear.
“Finance Provider”	Means any licensed money lender with an Australian Credit License, who has or will provide finance to GSC to purchase Vehicles for the exclusive use of the member shown in Schedule A, or a bank or other financial institution named as Financier in an ExclusiveFleet Schedule C which has entered into a contract with GSC to finance the members Vehicle purchase and all its accessories.
“FuelCard”	Means a credit fuel card provided by GreenShareCar which is used to refill the Vehicle with fuel from selected service stations.
“Guaranteed Money”	Means all moneys and damages that are owed to GSC (actually or contingently) by the Member under each Transaction Document, now or in the future, or cease to be owed under any Insolvency law for any reason.
“Guarantor”	Means each party named in the Schedule E as the Guarantor and each person who executes a Guarantee.
“GSC ExclusiveFleet”	Means an ExclusiveFleet of a Vehicle arising from GSC's acceptance of an offer made under this Agreement to enter into an ExclusiveFleet agreement with a member.
“GSC Member User Agreement”	Means the most current updated version of the GSC Member User Agreement available on the GSC reservation portal and/or GSC website.
“Insolvency” or “Insolvent”	Includes receivership, compromise, arrangement, amalgamation, scheme, administration, reconstruction, winding up, dissolution, assignment for the benefit of creditors, arrangement or compromise with creditors, actual or threatened cessation or suspension of business or payments or disposal of assets, bankruptcy or death.
“Kilometre Usage”	Means the number of kilometres that the GSC technology has determined a Vehicle has travelled.
“Loss”	Means any cost, expense, payment, charge, loss, damage, liability, claim, action, proceeding, penalty, fine, judgment, order or other action. It includes legal costs on a full indemnity basis. It also includes any amount incurred by GSC in administration costs.
“Market Value”	Means the amount which GSC estimates would be the net proceeds of sale by GSC for that Vehicle, after deducting all applicable costs and Taxes incurred or which would be incurred by GSC in connection with obtaining that estimated sale value.
“Member”	Means a person or company who has been accepted by GreenShareCar as a member and has been issued with a SmartCard and has signed or accepts the GSC Member User Agreement on the GreenShareCar website, or a member shown in Schedule A who has signed this agreement, or any driver who is authorized by the Company or the Member to use and drive the Vehicle.
“New Guarantor”	Means a completed deed substantially in accordance with Schedule E.
“Payment Date”	Means each date specified in the ExclusiveFleet Master Member User Agreement, Schedule C.
“PPSA”	Means the Personal Property Securities Act 2009 (Cth).
“Payment Made by GSC”	Means any payments made by GSC or made by a third party on behalf of GSC.
“QuickFleet”	QuickFleet® provides managed services to vehicles belonging to member (Refer to "Schedule H")
“Recharge”	Means when a member arranges a third party service provider, which must be approved by GSC, and that provider bills/invoices GSC directly and GSC bills/invoices the member for the amount billed to GSC plus the greater of \$10 or 10% of the amount billed as a GSC administration fee.
“Reimbursement Amount”	Means the amount necessary to reimburse GSC for the actual costs which it has incurred for toll payments, and/or damage costs to the Vehicle not covered by the GSC insurer.
“Reserved Parking Space”	Means the reserved space in which the Vehicle must be parked when not in use by a member.
“Schedule”	Means any Schedule in this ExclusiveFleet Master Member User Agreement: Schedule A means the Member details Schedule B means the authorised signatories Schedule C means the delivery receipt/quote/order/acceptance Schedule D means the delivery settlement advice Schedule E means the Guarantee and indemnity

Schedule F means the exclusivefleet® management report

Schedule G means the Revision Quotation - Service Agreement

Schedule H means the QuickFleet Rental and Service Agreement

Schedule I means the most current updated version of the GSC Member User Agreement available on the GSC reservation portal and/or GSC website.

“Security Interest” Includes any mortgage, pledge, lien or charge or any security or preferential interest or arrangement of any kind. It also includes:

- (a) Anything which gives a creditor priority to other creditors with respect to any asset;
- (b) Retention of title other than in the ordinary course of day-to-day trading and a deposit of money by way of security;
- (c) Any security interest within the meaning of section 12 of the PPSA.

“SmartCard” Means the member card that the member receives to access a Vehicle for the booking period.

“Standard Hire Rate” Means the advertised rate applicable for a particular Vehicle and rate plan chosen by the member, effective as from the date this agreement was last updated. Our “Basic Plan” is our standard hire rate. Other plans may be higher or lower rates.

“State” Means, for a Vehicle, the State or Territory where the Vehicle is registered.

“Tax” Means any tax (including any tax in the nature of a goods and services tax), rate, levy, impost or duty (other than a tax on the net income of GSC) and any interest, penalty, fine or expense relating to any of them.

“Termination Amount” Means, for a Vehicle under the Exclusivefleet Master Member User Agreement on a day, the aggregate of:

- (a) For an Exclusivefleet Master Member User Agreement, the amount calculated for the Vehicle by GSC which, on that day, equals the sum of the monthly component of each installment of Hire that, as GSC determines, relates to that Vehicle and is due for payment under its Exclusivefleet Master Member User Agreement after that day; and
- (b) for an Exclusivefleet Master Member User Agreement, the Market Value of that Vehicle as it would have been at the expiry of the term under the Exclusivefleet Master Member User Agreement had the Member not repudiated that the hire of the Exclusivefleet Master Member User Agreement.

“Terms and Conditions” Means these terms and conditions or as amended by notice and on the GreenShareCar website.

“Transaction Party” Means the Member or any Guarantor.

“Transaction Document” Means any document or Schedule, guarantee or any future document or Schedules which are entered into by the parties as a result of this agreement.

“Trust” Means every instrument (whether made before or after the date of this Agreement) under which a Transaction Party is a trustee (whether alone or with any other person, and whether GSC has, or does not have, notice of the Trust).

“Underwritten Vehicles” Means where a member has asked us to provide Vehicle(s) for the exclusive use of the member or its staff or any other person the member may authorise us to allow driving those Vehicles and the cost, as quoted by GSC, is paid to GSC on a monthly basis for the term agreed.

“User Manual” Means the document setting out detailed descriptions of how the GreenShareCar service works, posted on the GreenShareCar Website and included in the in-car folder in our Vehicles. If there is a conflict between the “User Manual” and these terms and conditions the terms and conditions in the “Member User Agreement” will always prevail.

“Vehicle” Means, in relation to any Exclusivefleet Master Member User Agreement, each motor Vehicle or other good as described in its ExclusiveFleet Schedules and/or specifically identified in the Delivery Receipt/Quote/Order/Acceptance including any permitted parts and accessories fitted to the Vehicle and other attached items, Service Records and any replacement, substitute or relief Vehicle or good acquired with the proceeds of any insurance, indemnity, compensation or other arrangement.

“Vehicle Technology” Means the computer and all its accessories including the smart card reader and GPS tracking device.

1.2 General

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural and the converse;
- (b) A gender includes all genders;
- (c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
- (e) A reference to a clause, annexure or Schedule is a reference to a clause of, or annexure or Schedule to, this Agreement;
- (f) A reference to a party to a Transaction Document or another agreement or document includes the party's successors and permitted substitutes or assigns;
- (g) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and/or a regulation or statutory instrument issued under it;
- (h) A reference to writing includes communications using GSC Fleet Online, electronic mail, facsimile transmission and any means of reproducing words in a tangible and permanently visible form;
- (i) A reference to conduct includes an omission, statement or undertaking, whether or not in writing;

- (j) The meaning of terms is not limited by specific examples introduced by "including" or "for example" or similar expressions;
- (k) References to time are to time in the State;
- (l) A reference to a right or obligation of any two or more Members or Guarantors confers that right, or imposes that obligation, as the case may be, jointly and severally;
- (m) If there are two or more Members or Guarantors, a reference to:
 - (i) "The Member" means "each Member" or "any Member" or "either Member" (as appropriate);
 - (ii) "The Guarantor" means "each Guarantor" or "any Guarantor" or "either Guarantor" (as appropriate).
- (n) A reference to "dollars" or "\$" is to Australian currency;
- (o) All obligations are taken to be required to be performed duly and punctually.

1.3 Document or agreement

A reference to:

- (a) An agreement includes a Security Interest, guarantee, indemnity or other third party assurance, undertaking, deed, agreement or legally enforceable arrangement whether or not in writing;
- (b) A document includes an agreement (as so defined) in writing or a certificate, notice, instrument or document.
A reference to a specific agreement or document (including an annexure or a Schedule to this Agreement) includes it as amended, varied, novated, supplemented or replaced at any time, except to the extent prohibited by a Transaction Document.

1.4 Accounting terms

Accounting terms, at any time, are to be interpreted according to accounting principles and practices applying by law or otherwise generally accepted in Australia at that time, consistently applied.

1.5 Delivery Receipt/Quote/Order/Acceptance and any ExclusiveFleet Schedule

Any Quote or any ExclusiveFleet Schedule may each be in original or electronic form. They may also be prepared on the same document.

Part 2 - Exclusivefleet Master Member User Agreement Provisions

2 AGREEMENT, QUOTES AND TERMS

2.1 GSC to Supply Vehicles

The GreenShareCar member described in the Schedule A herein has requested GreenShareCar (GSC) to supply Vehicles as described in the Schedule B to the member on the following terms and conditions:

2.2 Drivers to comply with GSC Member User Agreement

All Vehicles supplied by GSC to the member under the GSC exclusivefleet® Master Member User Agreement shall be used by the member in accordance with the GSC Member User Agreement, Schedule I, or the latest version of the GSC Member User Agreement is published on our website: www.greensharecar.com.au.

2.3 Fuel Cost

The monthly payment to GSC as shown in Schedule C includes fuel which is purchased with the GSC FuelCard located inside each GSC Vehicle; the monthly payment to GSC includes all fuel purchases by the member and paid by GSC. The fuel cost has been calculated as at the date of this agreement, if the average fuel cost for the entire members fleet under the GSC ExclusiveFleet Master Member User Agreement averages above the figure shown in Schedule C, item 21, GSC reserves the right to pass on to the member the average increase in fuel costs.

2.4 Quote

If the Member wants to enter into an Exclusivefleet Master Member User Agreement with GSC, the Member may request GSC to provide a Quote for the proposed ExclusiveFleet Agreement. GSC may then prepare a Quote setting out (as applicable):

- (a) The nature of the proposed ExclusiveFleet Agreement;
- (b) Particulars of the proposed Vehicle;
- (c) The proposed Services that are to apply;
- (d) The variable terms for the proposed Service Agreement;
- (e) Such other matters as may be appropriate to regulate the ExclusiveFleet Agreement.

2.5 Variation of Quote

A Quote does not constitute an offer by GSC to the Member at any time before GSC accepts an offer under clause 2.4. GSC may vary or revoke a Quote.

2.6 Making a new ExclusiveFleet Agreement

- (a) If the Member wants to enter into an Exclusivefleet Master Member User Agreement with GSC, the Member must give GSC an ExclusiveFleet Schedule C signed by an Authorised Person. GSC consents to the Member signing, by an Authorised Person, marking an electronic duplicate of the ExclusiveFleet Schedule C.
- (b) The Member must specify the details of the order for each Vehicle in the Schedule C.
- (c) The delivery of a signed ExclusiveFleet Schedule C will constitute an irrevocable offer by the Member to enter into the Exclusivefleet Master Member User Agreement specified in that ExclusiveFleet Schedule C with GSC. GSC may accept or decline that offer in its absolute discretion without giving any reason and may make any acceptance dependent on the Member satisfying stated conditions.
- (d) GSC accepts an offer under clause 2.4 by:

- (i) In the case of a GSC ExclusiveFleet for a Vehicle, ordering the Vehicle. That acceptance is effective without a notice to the Member;
 - (ii) In the case of a Service Agreement for the provision of Services in connection with an Exclusivefleet Master Member User Agreement or to a Member separately, providing a Service.
- (e) An Exclusivefleet Master Member User Agreement comprises this Agreement and each related Transaction Document.

2.7 Term

An Exclusivefleet Master Member User Agreement begins on the Commencement Date and ends on the last day of the ExclusiveFleet Period.

3 DELIVERY

- (a) GSC will deliver the Vehicle(s) to the member under the ExclusiveFleet as per Schedule C or such other place specified by GSC or the member, within 7 Business Days of the Commencement Date. The member must promptly provide GSC with a Delivery Receipt/Quote/Order/Acceptance as per Schedule C.
- (b) The Member authorises a person which it nominates in the ExclusiveFleet Schedule C as a driver to sign the Delivery Receipt for the Vehicle on behalf of the Member.
- (c) If the Member fails to take delivery of the Vehicle in accordance with clause 3(a), GSC may treat that failure as the Member's repudiation of the Exclusivefleet Master Member User Agreement for that Vehicle and immediately terminate that Exclusivefleet Master Member User Agreement by notice to the Member. If this happens, the Member must pay GSC, as liquidated damages for loss of bargain or loss of chance, an amount equal to GSC's loss of profit on the transaction constituted by that Exclusivefleet Master Member User Agreement plus any Loss incurred by GSC in connection with that termination.
- (d) GSC is not liable for any failure or delay by the Member in obtaining delivery of the Vehicle unless such failure or delay is caused by GSC's wilful and unreasonable refusal to permit the Vehicle to be delivered or to pay the supplier for the Vehicle.

4 HIRE

The Member must pay the Hire to GSC on each Payment Date.

4.1 Contract Usage

GSC calculates the Hire for all GSC ExclusiveFleet Vehicles on the basis that the Vehicle will travel no more than the Contract Usage. At regular intervals during the ExclusiveFleet Period, GSC may review the number of kilometres travelled and/or hours used by a Vehicle. If the number of kilometres travelled and/or hours used at that time is greater than the amount stated in the Schedule C at that time, GSC may:

- (a) Revise the Contract Usage and the revised Contract Usage, as per Schedule F, will apply for the balance of the ExclusiveFleet Period; and
- (b) Recalculate the Hire to reflect the revised allowance and the revised Hire will apply for the balance of the ExclusiveFleet Period.

5 USE OF THE VEHICLE

5.1 Property of GSC

- (a) The Vehicle will always be the property of GSC. The Member only has a right to use it.
- (b) The Member must take all steps which GSC asks of it to take to protect the interest of GSC in the Vehicle. When ownership of the Vehicle is relevant, the Member must make clear to other people that GSC owns the Vehicle.

5.2 Particular action required to protect title

Without limiting clause 5.1, the Member must:

- (a) Not install anything on or in the Vehicle (including a part or accessory) which is inconsistent with the rights of GSC;
- (b) Immediately inform GSC of any seizure or attempted seizure of a Vehicle; and
- (c) Not do or allow anything likely to jeopardise the rights of GSC in a Vehicle.

5.3 Quiet Enjoyment

GSC may not interfere with the Member's possession or use of a Vehicle unless a Transaction Document allows it.

5.4 Location of the Vehicle

The Member must keep the Vehicle:

- (a) Under its control and not permanently part with possession; and
- (b) Secure against theft or damage while it is not in use.

The Member must not permanently remove the Vehicle from the State without notifying GSC in advance.

5.5 Compliance with laws

The Member must comply with all laws including registration and licensing requirements relating to the Vehicle or its use. GSC will provide the registration renewal labels to the member and the member undertakes to remove the expired registration label from the Vehicle and replace it with the new one.

5.6 Use

The Member must make sure that the Vehicle is used:

- (a) For the purpose for which it is designed and in accordance with the manufacturer's instructions and recommendations; and
- (b) Safely and without risk to the health or property of any person.

5.7 Maintenance

5.7.1 Arranged by GSC

- (a) Subject to clauses 12.1, 12.2 or 12.3 the Member must keep the Vehicle in good repair and working order (Fair Wear and Tear excepted).

- (b) GSC will arrange all Vehicles to be serviced by an Authorised Service Centre for periodic inspection, maintenance as per the Vehicle manufacturer's recommendations and in accordance with the manufacturer's service booklet.
- (c) GSC will arrange to have the Vehicle collected and returned to the member by an authorised service centre representative from the nominated Vehicles location as shown in Schedule C or other location as agreed with the member from time.
- (d) This service will only be provided by GSC in all major State capital cities.

5.7.2 Arranged by the member

Subject to clauses 12.1,12.2 or 12.3 the Member must keep the Vehicle in good repair and working order (Fair Wear and Tear excepted), and deliver the Vehicle to an Authorised Service Centre for periodic inspection, maintenance and repairs at the times specified, and in accordance with, the manufacturer's service booklet.

5.8 Alterations

The Member must not, without GSC's consent:

- (a) Make any alteration or addition to, or interfere with, the Vehicle;
- (b) Without limiting clause 5.8(a), interfere in any way with or disconnect the Vehicle's odometer, hour meter or GSC on-board computer; or
- (c) Install anything on or in the Vehicle (including a part or accessory).

If GSC consents, the Member must ensure that only an Authorised Service Centre makes any such alteration, addition or installation. Everything added to or installed on, or in, the Vehicle will be part of the Vehicle and GSC's property. This includes all parts and accessories. The Member must immediately report to GSC any damage or defect in the odometer, hour meter or GSC on-board computer and promptly arrange for it to be rectified.

5.9 Corporate Advertising

The Member may apply to GSC to attach on the Vehicle any corporate advertising signs, lettering, logos and/or insignias. The Member must remove them without damage to the Vehicle at the end of the ExclusiveFleet Period. All Corporate logos or other advertising to be placed on Vehicles must be approved by GSC and any such logo or other slogan of the Vehicle must state the following words in the GSC corporate font and colours "Powered by GreenShareCar".

6 REGISTRATION

6.1 Member to provide garage address for Vehicles registered outside of Victoria

Where a Vehicle is registrable, the Member must, during the ExclusiveFleet Period (and subject to clause 14.1):

- (a) Arrange for an inspection of the Vehicle where such inspection is required by the transport authority in the State;
- (b) Register the Vehicle in the Member's name or such other name requested by GSC and with an office of the Member as the registered address; GSC will cover each Vehicle with compulsory third party insurance and full comprehensive insurance for each Vehicle under the Exclusivefleet Master Member User Agreement.

6.2 Member not to Change Details

- (a) The Member must not, without GSC's consent, change the registration number of the Vehicle.
- (b) If GSC gives its consent under clause 6.2(a), the Member must inform GSC promptly upon a change in the registration number of the Vehicle.

7 INSURANCE

7.1 Policies to be taken out

GSC must take out the following insurances:

- (a) Total loss, theft or destruction of, or damage to, the Vehicle for its full replacement value;
- (b) All other risks which GSC believes must be covered by law.

7.1.1 Insurance Excess Reduction

Where the Member selects optional insurance on the GSC online reservation portal GSC will charge the member all insurance excess reduction monies at the end of each month.

7.2 Authority

The Member irrevocably authorises GSC:

- (a) To receive all money payable in relation to the insurance excess reduction referred to in clause 7.1.1 or payable by any other person in respect of an insurable event under that clause. For this purpose (in addition to clause 35.8) the Member appoints GSC as its attorney to make, recover and/or compromise in its name any claim under that insurance or against any person; and
- (b) To appropriate any of that money at GSC's option towards repair and/or restoration of the Vehicle or towards any money payable by the Member under the Exclusivefleet Master Member User Agreement for that Vehicle.

7.3 Insurance provisions

GSC must:

- (a) Take out each insurance with a reputable insurance company;
- (b) Pay on time all premiums, calls, contributions or other sums of money necessary to maintain all such insurances;
- (c) GSC will note any finance lender in the insurance policy;
- (d) GSC, on written demand by the member, will provide all insurance information to the member, including evidence of the policy, certificate of currency, proof of payment of the premium and details of any related insurance.

7.4 Member to Report any Vehicle Damage

The Member must report any Vehicle damage immediately and complete a damage report or accident report in the format approved by

GSC. GSC will charge the member all costs to have the Vehicle inspected by GSC staff or contractors, such costs will include but not limited to the following:

- (a) Cost of traveling to inspect the Vehicle;
- (b) GSC administration costs; and
- (c) Third party costs incurred by GSC.

The Member must pay all costs incurred by GSC associated with the inspection and/or retrieval of the Vehicle on demand.

8 DAMAGE OR LOSS

8.1 Member must assist GSC to Restore Damaged Vehicle

If the Vehicle is damaged (but not to the extent that an insurer or GSC decides that its repair is impractical or uneconomic), the Member must assist GSC to restore it as far as possible to the same condition that it was in before the damage occurred.

If any damaged Vehicle is unusable for any period of time the member is still obligated to make the monthly payments to GSC.

The member can make a written request to GSC:

- (a) To provide a temporary Vehicle while the damaged Vehicle is not able to be driven or is being repaired;
- (b) GSC is not obligated to make a replacement Vehicle available;
- (c) If GSC has a suitable Vehicle which meets the members' requirements GSC will supply the Vehicle to the member;
- (d) The costs associated with a replacement Vehicle will be charged to the member at the same rate or a higher rate depending on the type of Vehicle plus any GSC administration costs, third party costs or transport costs.

8.2 Total loss of Vehicle

The Member must immediately notify GSC if the Vehicle is:

- (a) Lost;
- (b) Stolen; or
- (c) Destroyed or damaged to such an extent that an insurer or GSC decides that its repair is impractical or uneconomic.

Any loss suffered by GSC as a result of a total loss will be payable by the member as follows:

- (i) Loss of income from the Vehicle;
- (ii) The difference between what GSC's insurer pays GSC or its finance provider and the actual cost of replacing the same Vehicle.

8.3 Member's obligations following a total loss of Vehicle

If an event described in clauses 8.2(a), (b) or (c) occurs, the Member must:

- (a) Lodge the necessary insurance forms, provided to the member by GSC, and the member undertakes to complete the insurance claim form as soon as possible after the event;
- (b) Upon request from GSC the member will provide GSC with a copy of those forms within five Business Days of any accident; and
- (c) On the next Payment Date, pay to GSC:
 - (i) The loss amount for the affected Vehicle less any amount which GSC has received (before that Payment Date) from an insurer or any other person as a result of the event; and
 - (ii) Any other amount which the member owes under the Exclusivefleet Master Member User Agreement for the affected Vehicle.

8.4 Consequential Arrangements

The Exclusivefleet Master Member User Agreement for the affected Vehicle terminates on the day on which the Member complies with clause 8.3. GSC's obligation to provide services in relation to the affected Vehicle ceases when an event described in clauses 8.2(a), (b) or (c) occurs. GSC will then notify the Member of the revised Hire and service charges (plus Taxes) which are payable on the Vehicles not affected.

8.5 Insurance Proceeds not received

Where GSC does not receive insurance proceeds within twenty Business Days of the event described in clauses 8.2(a), (b) or (c) occurring, the Member must pay the Casualty Amount to GSC on demand.

8.6 Risks

The Member assumes all risks and liabilities for the Vehicle and its use, maintenance, repair and storage, except routine manufacturers recommended servicing which will be conducted by GSC only in metropolitan areas of Australian state capital cities.

9 REPUDIATION

9.1 Fundamental obligations

- (a) In addition to clause 3(c), these are the fundamental obligations of an Exclusivefleet Master Member User Agreement:
 - (i) The Member must pay each amount which it owes under the Exclusivefleet Master Member User Agreement on time (or where no due date for payment is specified, within 7 days of notice from GSC requiring payment) and as required by the ExclusiveFleet Agreement.
 - (ii) The Member must comply with its obligations under this agreement.
 - (iii) A Transaction Party must not become Insolvent.
 - (iv) Except where the Member is a listed public company, there must not be a sale, transfer or other disposition of any of the shares in the capital of the Member which has the effect of altering the effective control of the Member without GSC's prior consent.
 - (v) The Member's financial position must not, in the reasonable opinion of GSC, become unsatisfactory.
 - (vi) The Member's ability to maintain its obligations under each Transaction Document must not, in the reasonable opinion of GSC, become jeopardised or threatened.

- (vii) The Member must not cause or permit any event or circumstance to arise which would entitle GSC to terminate any other agreement or arrangement which it has entered into with the Member.
- (b) If a fundamental obligation of an ExclusiveFleet Agreement is not complied with and, if the non-compliance can be remedied, it is not remedied within 10 Business Days of notice from GSC requiring its remedy, then on the expiry of that 10 Business Day period the Member will be taken to have repudiated that Exclusivefleet Master Member User Agreement and each other Transaction Document. Despite anything else which the Member and GSC may have agreed, the Member will also be taken to have repudiated every other agreement between the Member and GSC relating to the Exclusivefleet Master Member User Agreement. GSC may then accept any of those repudiations by giving the Member a notice terminating any relevant agreement.
- (c) GSC's obligation to provide Services for each applicable Vehicle ceases when it gives the Member a notice of termination.

9.2 Obligations following repudiation

If GSC gives the Member a notice under clause 9.1(b), GSC will calculate the number of kilometres shown in its management software for the Vehicle as at the date of that notice and the Member will be required to:

- (a) return the Vehicle in good repair and working order (Fair Wear and Tear excepted) to the place that GSC nominates;
- (b) sign and hand over, with the Vehicle, all certificates and documents necessary to transfer the registration or licence of the Vehicle to the person that GSC nominates;
- (c) if applicable, pay to GSC the amount which GSC certifies is necessary to restore the Vehicle to good repair and working order (Fair Wear and Tear excepted);
- (d) if applicable, pay to GSC the Excess Charge for each kilometre or hour by which the Actual Usage exceeds the Contract Usage;
- (e) pay to GSC as liquidated damages for loss of bargain, or for loss of chance, the Termination Amount;
- (f) under the ExclusiveFleet, pay GSC as liquidated damages for loss of bargain, loss of chance, or any deficiency that arises, which will include the Market Value of the Vehicle as at the date of the notice, should the Vehicle be less than the Termination Amount; and
- (g) pay to GSC all costs and other amounts which GSC may need to pay to third parties as a result of the repudiation, which includes monies owing to its financiers to supply the Vehicle to the member. If the notice which GSC gives the Member also applies to an agreement other than a Transaction Document, the Member must also do whatever it is required to do under that agreement, or which GSC is entitled to require it to do, as a consequence of the Member's repudiation of it.

9.3 Reinstatement

After it accepts the Member's repudiation of an Exclusivefleet Master Member User Agreement and each other Transaction Document, GSC may, in its absolute discretion, still permit the Member to reinstate that Exclusivefleet Master Member User Agreement and each other Transaction Document. If GSC permits the Member to reinstate an Exclusivefleet Master Member User Agreement or a Transaction Document the Member would have to immediately:

- (a) pay each overdue amount under that Exclusivefleet Master Member User Agreement or Transaction Document (calculated as if the Member had not repudiated that Exclusivefleet Master Member User Agreement or Transaction Document); and
 - (b) remedy any other fundamental obligation which it has not complied with.
- GSC may impose other conditions.

10 EXPIRY OF EXCLUSIVEFLEET AGREEMENT

10.1 Expiry of ExclusiveFleet Agreement

GSC will contact the Member before the expiry of any Vehicle under a Schedule in the Exclusivefleet Master Member User Agreement (except an Exclusivefleet Master Member User Agreement which is a Term Hire) and obtain information about whether the Member wishes, on expiry of that ExclusiveFleet Agreement, to:

- (a) return the Vehicle;
- (b) enter into a new Exclusivefleet Master Member User Agreement or another agreement for that particular Vehicle for a further term; or
- (c) enter into another agreement for any particular Vehicle.

10.2 Member's obligations on expiry

On the last day of an ExclusiveFleet Period, the Member must:

- (a) return the Vehicle in good repair and working order (Fair Wear and Tear excepted) to the place that GSC nominates; and
- (b) sign and hand over, with the Vehicle, all certificates and documents necessary as required by GSC and hand the Vehicle to the person that GSC nominates.

Upon notification by GSC, the Member must then pay to GSC:

- (c) if applicable, the amount which GSC certifies is necessary to restore the Vehicle to good repair and working order (Fair Wear and Tear excepted);
- (d) Excess Charge for each kilometre or hour by which the Actual Usage exceeds the Contract Usage; and/or
- (e) any other amount which it still owes under that ExclusiveFleet Agreement, including any amount which it owes under this agreement.

10.3 Holding over

If the Member does not return the Vehicle on the last day of an ExclusiveFleet Period for a GSC ExclusiveFleet:

- (a) GSC may, in its absolute discretion, extend the ExclusiveFleet Period on a daily basis;
- (b) the Member must pay Hire to GSC, on demand, for each day until the Member returns the Vehicle to GSC, in an amount for each day equal to the Daily Hire; and
- (c) GSC may, at any time in its absolute discretion, demand that the Vehicle be immediately returned to it.

10.4 Purchase of Vehicle by Member

If the Member has complied with all its obligations under this agreement, the member may request in writing to GSC at least 3 months prior to the last Payment Date on any Vehicle, to transfer the Vehicle to an entity nominated by the member so to purchase that Vehicle by paying the following amounts to GSC when notified and approved by GSC:

- (a) The Excess Charge for each kilometre or hour by which the Actual Usage exceeds the Contract Usage.
- (b) Any other amount which is still owed by GSC to its finance provider.
- (c) An administration fee payable to GSC equivalent to 5% of the value of the Vehicle.
- (d) Cost of removing on-board computer from the Vehicle and shipping to GSC.

Upon all conditions in this clause being met by the Member and the on-board computer being returned to GSC, GSC will transfer ownership of the Vehicle to the Member when it receives those amounts.

10.5 Actual Usage

- (a) If, at any time, the odometer or GSC technology fails to function, GSC will calculate the Actual Usage on the basis of the daily average of kilometres travelled by the Vehicle in respect of the period between the two services of the Vehicle immediately preceding the day on which GSC gives the Member a notice under clause 9.1(b) or the last day of the ExclusiveFleet Period.
- (b) If it is impossible or impracticable for GSC to sell, or reassign to an ExclusiveFleet Master Member User Agreement, a Vehicle within 60 days after its return to GSC, GSC will determine the Market Value of the Vehicle as at the day it was returned to GSC.

11 MITIGATION OF LOSS

11.1 Disposal/Market Value

- (a) As soon as practicable after the Member complies with its obligations under clause 9.2 for a Vehicle under an ExclusiveFleet, or the Member returns a Vehicle under an ExclusiveFleet to GSC under clause 10.2(a), GSC must:
 - (i) offer the Vehicle for sale at a public auction; or
 - (ii) attempt to re-hire the Vehicle.
- (b) If it is impossible or impracticable for GSC to sell or re-hire a Vehicle within 60 days after its return to GSC, GSC will determine the Market Value of the Vehicle as at the day it was returned to GSC and the member must pay the amount determined by GSC.

11.2 Reimbursement to Member

Where, for a Vehicle under this ExclusiveFleet, the Member has complied with its obligations under clause 9.2, GSC will reimburse to the Member the net amount which it receives under clause 11.1(a) (after deducting all applicable costs and Taxes incurred by GSC in connection with its need to sell or reassign to another ExclusiveFleet Master Member User Agreement the Vehicle) or an amount equal to the determined Market Value under clause 11.1(b) up to its Termination Amount.

11.3 GSC's position

GSC is not liable, in negligence or otherwise, for any failure or delay in mitigating its loss including in selling, re-hiring, determining the Market Value or recovering possession of a Vehicle, or because it does not obtain the best available amount by doing one of these things.

Part 3 – Service and Maintenance Provisions

12 MAINTENANCE

12.1 Routine maintenance (Only scheduled maintenance)

GSC will schedule routine maintenance as a Service if specified in an ExclusiveFleet Schedule, subject to clauses 12.3 and 12.4. GSC will pay for all normal preventative maintenance services required to be carried out during the ExclusiveFleet Period (in accordance with the manufacturer's handbook) by an Authorised Service Centre. However, GSC will not pay for:

- (a) the repair of damage caused by continuing to drive a Vehicle after a fault has occurred which the driver should have been aware of;
- (b) ordinary wear and tear which does not affect the safety or use of the Vehicle;
- (c) the repair of damage caused by contaminated fuel or fuel which is not specified in the manufacturer's handbook as appropriate for the Vehicle;
- (d) the maintenance or repair of non-factory fitted parts or accessories (including any electrical, computer, entertainment, navigation or communication system in the Vehicle, truck bodies, refrigeration units, Power Take Off Units, cranes, etc.) and repairs other than as specified in the manufacturer's handbook;
- (e) the replacement of batteries;
- (f) the maintenance or repair of such other items as GSC and the Member may agree should be excluded;
- (g) accidental damage or a defect or fault in the Vehicle present before the commencement of the ExclusiveFleet Agreement; and/or
- (h) Windscreens, windows or glass.

12.2 Full maintenance

GSC will schedule routine maintenance as a Service if specified in an ExclusiveFleet Schedule, subject to clauses 12.3 and 12.4. GSC will pay for all normal preventative maintenance services (in accordance with the manufacturer's handbook) by an Authorised Service Centre required to be carried out during the ExclusiveFleet Period together with corrective repairs, maintenance and service (including major breakdown repair) of the Vehicle necessary to maintain, so far as practicable, the Vehicle in good repair and working order (Fair Wear and Tear excepted), including repairs, maintenance and service to:

- (a) motor;
- (b) transmission;

- (c) drive line;
- (d) braking system, including reline and overhaul of components;
- (e) cooling system, including hoses, radiators, belts and vents;
- (f) any factory or, when the Vehicle is delivered, dealer fitted electrical, computer, entertainment, navigation or communication system including wires, fuses, globes, switches and batteries;
- (g) exhaust system;
- (h) oil and water leaks, including gaskets, welsh plugs and fans;
- (i) air-conditioning and heater components including re-gas;
- (j) suspension components; and/or
- (k) fuel systems.

12.3 Abuse of Vehicle

GSC is not obliged or required to pay for any costs incurred in relation to any inspection, maintenance or repair carried out on a Vehicle:

- (a) which, in the reasonable opinion of GSC or the Authorised Service Centre, is caused by the misuse, abuse or neglect of the Vehicle or driving in a manner or in conditions not considered by GSC to be normal;
 - (b) which is not carried out by an Authorised Service Centre;
 - (c) which arises because the Member does not have the Vehicle inspected, maintained or repaired at the times recommended in the manufacturer's handbook; and/or
 - (d) where the Vehicle has travelled in excess of the Adjusted Contract Usage at the time the inspection, maintenance or repair is carried out.
- The Member must reimburse GSC on demand for the proportion of any payment made by GSC for inspection, maintenance or repairs which, in GSC's opinion, were made (except for Fair Wear and Tear) because of a circumstance described in clauses 12.3(a), (b), (c) or (d).

12.4 Maintenance not covered

The obligations of GSC under clauses 12.1 or 12.2 do not include or extend to, and the Member is responsible for:

- (a) any damage caused by accident, fire, storm, tempest, theft, malicious destruction or damage and such other insurable risks as GSC may reasonably stipulate;
- (b) any defects, damage or want of repair covered by a third party warranty or resulting from or occurring during any breach by the Member of its obligations;
- (c) tyre replacement (except as set out in clause 13);
- (d) all fuel charges (except as set out in clause 14.6);
- (e) the regular wash and polish of the Vehicle unless included in the ExclusiveFleet Schedule C for the particular Vehicle;
- (f) arranging for the transportation or towing of the Vehicle, when it has become unfit for use, to an Authorised Service Centre. This clause 12.4(f) does not affect the Member's entitlement to roadside assistance in accordance with clauses 15.1 or 15.2; and/or
- (g) the maintenance or repair of non-factory or non-dealer fitted parts or accessories (including any cranes, hoists or any other ancillary items) for a Vehicle specified in its ExclusiveFleet Schedule as Fully Maintained Cab Chassis Only.

13 TYRES

Where the Member selects replacement tyres as a Service for a Vehicle in an ExclusiveFleet Schedule, GSC will, during the ExclusiveFleet Period, pay for replacement tyres (in the same specification and quality as originally fitted to the Vehicle unless the same specification and quality is no longer available in which case the replacement tyre will be of a comparable specification and quality) for that Vehicle (up to the number specified in the ExclusiveFleet Schedule for that Vehicle) which have been determined by the Authorised Service Centre to be reasonably necessary.

14 GSC TO RENEW REGISTRATION

14.1 GSC to register Vehicle

GSC will pay and administer all registration renewals and comprehensive insurance renewals on all Vehicles under an ExclusiveFleet Schedule C. GSC will, during the ExclusiveFleet Period, renew the Vehicle's registration (in GSC's name or such other name GSC may elect). GSC will post the registrations labels to the address nominated by the member on the ExclusiveFleet Schedule A and renew the compulsory third party insurance for the Vehicle up to, in each case, the number of renewals specified in the ExclusiveFleet Schedule.

- (i) The member undertakes to remove any expired registration label on the Vehicle and replace it with the new registration label before the expiry date of the registration; and
- (ii) The Member must take any steps in connection with registration or compulsory third party insurance as GSC requests, including arranging for an inspection of the Vehicle as may be required by a State transport authority.

14.2 Notices

GSC will send to the Member any notices sent to its office as soon as practicable after receipt. GSC is not liable for any Loss caused by GSC's delay in forwarding a notice to the Member, except where such Loss is caused by a willful act or omission or negligence of GSC.

14.3 Authority to open mail

The Member authorises GSC to open all mail which GSC may receive in the name of the Member (or such other name requested by GSC) by virtue of GSC's office appearing as the registered address including mail relating to registration, compulsory third party insurance and infringement notices.

14.4 Infringement notice management

GSC will during the ExclusiveFleet Period forward parking, speeding and red light camera fines to the Member Administrator. GSC will identify and

nominate the likely driver responsible for the infringement to the Member. If the driver does not pay the fine and a judgment for the fine is received by GSC, then GSC at its option may direct the Member to make payment direct to the issuing authority of the infringement notice or GSC may pay the fine to ensure that the Member's Vehicle is not deregistered and charge the fine back to the Member plus a GSC administration fee and other costs as per the GSC Member User Agreement. The Member acknowledges that it is an offence to, and must not, supply incorrect or misleading information to the traffic authorities.

14.5 FuelCard

Where the Member selects a FuelCard as a Service for a Vehicle in an ExclusiveFleet Schedule the following provisions apply during the ExclusiveFleet Period:

- (a) GSC will give the Member a FuelCard for the Vehicle, which must at all times be inserted and kept in the Vehicles computer slot provided for the FuelCard.
- (b) As between the Member and GSC, the FuelCard is GSC's property. The Member must return any mutilated or disused FuelCard to GSC. The Member must also tell GSC as soon as it becomes aware of the loss, theft or any possible unauthorised use of the FuelCard and GSC will post a new replacement FuelCard to the Member.
- (c) The FuelCard may only be used for the Vehicle specified by GSC. The FuelCard may not, without GSC's prior consent, be used for any other Vehicle.
- (d) The FuelCard may only be used within the period of validity indicated on it. GSC will give the Member a replacement FuelCard for any expired FuelCard.
- (e) GSC may cancel the FuelCard at any time without giving the Member notice if in the opinion of GSC such cancellation was necessary.
- (f) The Member may at any time return the FuelCard to GSC.
- (g) The Member must return the FuelCard to GSC when the relevant Exclusivefleet Master Member User Agreement expires or terminates.
- (h) The Member remains liable for all FuelCard transactions until GSC notifies the Member that the FuelCard was returned to GSC or GSC has confirmed to the Member that the FuelCard has been cancelled.

14.6 Purchases using the FuelCard

- (a) When the Member purchases petroleum products using a FuelCard, it will receive a voucher from the supplier. The Member must declare the odometer reading on the Vehicle at the time of purchase and confirm that the details contained on the voucher are accurate.
- (b) The FuelCard provider will process and report each purchase electronically (or manually using a voucher system) to GSC. GSC will pay for each purchase made by the Member using a FuelCard. The Member acknowledges that GSC makes a taxable supply of petroleum products to it each time that it purchases them using a FuelCard.
- (c) If fuel is included in the Member ExclusiveFleet Schedule, GSC will pay for all fuel purchases.
- (d) The Member may only use the FuelCard provided by GSC to purchase fuel for the Vehicle specified by GSC.

14.7 Purchase disputes

- (a) GSC will not consider any dispute about a purchase of petroleum products using a FuelCard unless the Member tells GSC, before the next Payment Date, that it disputes the details of a purchase.
- (b) If the Member tells GSC that it disputes a purchase, GSC will investigate the purchase and inform the Member of the outcome. Where GSC discovers that a purchase has been incorrectly debited or credited, GSC will adjust the account balance for the relevant Vehicle in the Exclusivefleet Master Member User Agreement accordingly.

15 EMERGENCY SERVICES / ROAD ASSIST

15.1 Roadside assistance

Where the Member selects GSC roadside assistance as a Service for a Vehicle in an ExclusiveFleet Schedule, GSC will, during the ExclusiveFleet Period, pay for the service to a third party on those Vehicles where the service has been included in the ExclusiveFleet Schedule and pass the cost on to the Member plus a reasonable administration fee.

15.2 Collision management

GSC will manage collisions where the Vehicle is damaged as a result and where another Vehicle was involved with the member's Vehicle (either collision management or collision & claims management) as a Service for a Vehicle in an ExclusiveFleet Schedule. GSC will, during the ExclusiveFleet Period, arrange for the Vehicle to be repaired.

16 VEHICLE LOCATIONS

The member will advise GSC if any of the Vehicles are moved from the locations as set out in the Schedule C.

16.1 Vehicle Parking Provided

Vehicle parking is to be provided by the member at all locations. The member is responsible for all rent, taxes, licence fees or any other payments which may be payable on bays occupied by GSC Vehicles. On demand, the Member must provide a licence agreement to GSC.

17 REPORTING

17.1 Vehicle reports

Where the Member selects reporting as a Service for a Vehicle in an ExclusiveFleet Schedule, GSC will, during the ExclusiveFleet Period, give the Member those reports for that Vehicle selected by the Member in the ExclusiveFleet Schedule.

The reports which the Member may obtain include:

- (a) inventory;
- (b) fleet activity;
- (c) Vehicles nearing expiry;

- (d) Vehicles on order;
- (e) kilometre usage;
- (f) Vehicle Services due and overdue;
- (g) Vehicle expenditure; and
- (h) Vehicle transfer.

17.2 FBT Reporting

GSC will not provide to the Member any FBT reports on any Vehicle under an ExclusiveFleet Schedule. If the Member uses the GSC Vehicles for business purposes and allows its employees to hire the Vehicles under an ExclusiveFleet Agreement in their own private GSC membership account there is no need for FBT reporting by the Member. GSC will not be responsible for any consequences of an employee using a Vehicle under an ExclusiveFleet Agreement for personal use.

18 E-TAG

18.1 E-tag

Where the Member selects an E-tag as a Service for a Vehicle in an ExclusiveFleet Schedule the following provisions apply during the ExclusiveFleet Period:

- (a) GSC will give the Member an E-tag for the Vehicle.
- (b) As between the Member and GSC, the E-tag is GSC's property. The Member must return any damaged or disused E-tag to GSC. The Member must also tell GSC as soon as it becomes aware of the loss, theft or any possible unauthorised use of the E-tag. GSC will give the Member a replacement E-tag.
- (c) The Member must ensure that the E-tag is fitted correctly to, and not removed from, the Vehicle until the end of the ExclusiveFleet, or component failure, when it must be returned back to GSC.
- (d) An E-tag may only be used for that Vehicle in any State or Territory. An E-tag may not, without GSC's prior consent, be used for any other Vehicle.
- (e) GSC may cancel the E-tag at any time if in the opinion of GSC the E-tag is being misused or GSC suspects fraud.
- (f) The Member may at any time return the E-tag to GSC.
- (g) The Member must return the E-tag to GSC when the relevant Exclusivefleet Master Member User Agreement expires or terminates.
- (h) The Member remains liable for all E-tag transactions until GSC notifies the Member that the returned E-tag has been cancelled. The Member must return the E-tag to GSC within 30 days of notice of termination. GSC will surrender the E-tag to the E-tag provider, and will credit to the Member's account any amount received on surrender.
- (i) E-Tags are to remain in the Vehicle when returned to GSC at the end of an ExclusiveFleet term, at which time GSC will cancel the E-tag.

18.2 E-tag Tolls and Purchases

The E-tag provider will process and report each toll transaction electronically to GSC.

GSC will pay for each toll transaction made by the Member using an E-tag. The Member acknowledges that GSC makes a taxable supply to it each time that the Vehicle passes through a toll.

18.3 E-Tag Tolls and Purchase disputes

- (a) If an E-tag is faulty, the Member must promptly notify GSC and GSC will cancel the E-tag and give the Member a replacement E-tag.
- (b) GSC will not consider any dispute about a toll transaction using an E-tag unless the Member tells GSC before the next Payment Date that it disputes the details of a transaction.
- (c) If the Member tells GSC that it disputes a transaction, GSC will investigate the transaction and inform the Member of the outcome. Where GSC discovers that a transaction has been incorrectly debited or credited, GSC will adjust the account balance for the relevant Exclusivefleet Master Member User Agreement accordingly.

18.4 E-tag reports

Where the Member selects E-tag as a Service for a Vehicle in an ExclusiveFleet Schedule, GSC will provide E-tag reports for the Vehicle reflecting:

- (a) usage by time and date, connected to each driver;
- (b) driver usage;
- (c) list of all Vehicle toll transactions, sorted by Member cost centre and driver details;
- (d) exception report for trips without E-tag; and
- (e) exception report for excess expenditure.

GSC will provide the Member a description of each of these reports. The Member acknowledges that GSC, in providing any of these reports, relies on information provided by third parties and agrees that GSC is not liable in any way for any error or omission in a report where that error or omission is as a result of the third party information.

19 RELIEF VEHICLE

Where the Member selects relief Vehicle as a Service for a Vehicle in an ExclusiveFleet Schedule and the Vehicle is in GSC's opinion unfit for use for a specified period as agreed between GSC and the Member, GSC will (using its best endeavours) arrange for the Member to use a relief Vehicle during the agreed period. GSC will select a Vehicle and supply the Member a relief Vehicle from its fleet, provided GSC and the Member have agreed on:

- (i) Daily Hire of the Vehicle; and
- (ii) delivery costs incurred by GSC.

The use of a relief Vehicle is conditional on the Member continuing to comply with all of the terms and conditions of the ExclusiveFleet Master Member User Agreement for the Vehicle and the relief Vehicle.

20 TEMPORARY EXCLUSIVEFLEET

If a Member requires additional Vehicles at any time, the member can hire Vehicles from GSC's retail fleet. The Member is responsible for collecting and returning any and all Vehicles hired from GSC's retail fleet. All Vehicles must be returned, by the member, to their original location at the end of all bookings.

21 GSC FINANCIER

GSC may, at its option, purchase the Member's Vehicles from a third party financier. The member hereby acknowledges that GSC may:

- (a) make payments to a third party Financier or a managed Vehicle fleet manager;
- (b) have an obligation to pay a third party provider, being a financier or a managed Vehicle fleet manager, any other amounts under the ExclusiveFleet Master Member User Agreement, including but not limited to:
 - (i) any excess usage charge;
 - (ii) the residual value of the Vehicle;
 - (iii) any casualty, present or termination amount or value; and
 - (iv) any amount under an indemnity for any loss suffered by the Financier or any other entity as a result of the net sale, re-leasing or re-hiring proceeds of the Vehicle received by the Financier, or the ascertained value of the Vehicle, after expiry or termination of the ExclusiveFleet Master Member User Agreement, being less than the residual value.

22 ADDITIONAL SERVICES

Where the Member selects any additional Services for a Vehicle in an ExclusiveFleet Schedule, then GSC will provide those additional Services on the terms and conditions to be agreed upon in writing between GSC and the member.

23 GENERAL

23.1 Directions

The Member must, in connection with any Service, comply with any direction which GSC gives to it.

24 MEMBER'S FINANCIAL OBLIGATIONS FOR SERVICES

24.1 Payment categories

The charge for each Service falls within one of the following payment categories as specified in the relevant ExclusiveFleet Schedule:

- (a) *Fixed Cost* - a fixed cost set by GSC before the Commencement Date and payable by installments on each Payment Date.
- (b) *Budgeted* - a budgeted cost set by GSC before the Commencement Date and payable by installments on each Payment Date.
- (c) *Recharge* - the actual amount paid or payable by GSC to an Authorised Service Centre or third party Service provider on the Member's behalf (specified in an invoice from GSC to the Member).

If a payment category for a Service is not shown in the Service and management provisions of an ExclusiveFleet Schedule, the payment category for that Service is taken to be a Fixed Cost.

24.2 Collision obligations

- (a) The Member must pay to GSC, in respect of any collision by the Member, the insurance excess amount shown in the Member User Agreement, as amended from time to time, available on the GSC website according to each driver's experience and Driver's License status immediately after an accident has occurred, regardless of who is at fault.
- (b) If the member is found not to be at fault by GSC or the insurer, the excess amount paid by the member to GSC or the insurer will be refunded to the member by GSC within 14 days of the date GSC or the insurer has notified GSC.

24.3 Reimbursement for additional Costs

The Member acknowledges that the fixed monthly installment specified in an ExclusiveFleet Schedule is only an estimate. GSC may, at any time, in its absolute discretion review any Service for which a Budgeted Cost installment is payable and ask the Member to pay to or reimburse it an amount which GSC certifies is equal to the difference between GSC's actual payments for that Service up to that time and GSC's estimated payments for that Service up to that time. The Member must pay the requested amount to GSC within 7 days of the request.

24.4 Recharge arrangements

Where the Member selects Recharge Cost as the payment category for a Service, GSC will, during the ExclusiveFleet Period:

- (a) arrange for the Service provider to invoice GSC directly in relation to the provision of the Service utilised by the Member;
- (b) verify the invoice raised by the Service provider;
- (c) where it is found to be in order, pay or provide for payment of the invoice; and
- (d) issue an invoice to the Member in accordance with clause 24.4(b) for the total amount paid or payable by GSC on the Member's behalf.

25 TERMINATION

GSC's obligation to provide any Service for a Vehicle under an ExclusiveFleet Master Member User Agreement ceases:

- (a) on the last day of its ExclusiveFleet Period, even if the Member does not return that Vehicle on that day; or
- (b) when the ExclusiveFleet Master Member User Agreement for that Vehicle ends or terminates.

Part 4 – General Provisions

26 SUPPLY VEHICLES TO MEMBER

At its own discretion, GSC can supply Vehicles to a new member under this Exclusive Fleet Agreement that are under 3 years old from the date of first registration, until such time as the new Vehicles can be made available.

27 SPARE VEHICLE KEY

If a Vehicle's battery is flat or dead, GSC technology will not gain access into the Vehicle. GSC will supply one key for each Vehicle as a spare key in a location or with a person nominated in the Schedule A or B. Keys are required if the Vehicle's battery dies and entry is required into the Vehicle in order to jump start or replace or swap a dead battery.

28 ADDITIONAL PARTIES

- (a) A related corporation or affiliated entity of the party named in the Schedule B as the Member may, at the request of that party, and with GSC's approval, transact business with GSC under this Agreement on the same terms and conditions as that party.
- (b) If the party named in the Schedule B as the Member wants a related corporation or affiliated entity to transact business with GSC under this Agreement on the same terms and conditions as that party, it must sign, and procure that the related corporation or affiliated entity signs, a new ExclusiveFleet Master Member User Agreement on the same terms and conditions as set out in this agreement.

29 EXAMINATION

29.1 Dealers and Others are not GSC's Agent

The Member acknowledges and agrees that the manufacturer, dealer, Authorised Service Centre or other supplier of the Vehicle or any Service to the Member is not and will not be the agent of GSC for any purpose whatsoever.

29.2 Examination

- (a) The Member acknowledges that:
 - (i) it has not told GSC or anyone else about the particular purpose for which it requires the Vehicle; and
 - (ii) it has not relied on GSC's skill or judgment in deciding to enter into any Transaction Document.
- (b) The Member alone is responsible, so far as the law permits, for examining and being satisfied with the Vehicle and before the Member accepts any Vehicle, the Member acknowledges that:
 - (i) the Vehicle complies with its description;
 - (ii) the Service has been rendered with due care and skill and any materials supplied in connection with that Service are reasonably fit for the Member's purposes;
 - (iii) the condition, fitness, quality and suitability of the Vehicle and each Service meets the Member's purposes; and
 - (iv) the manufacturer's, dealer's, Authorised Service Centre's or supplier's entitlements to intellectual property rights, guarantees and warranties are valid.
- (c) The Member acknowledges that neither GSC nor anyone on its behalf has given any warranty or made any representation to the Member as to the condition, fitness, quality or suitability of the Vehicle.

30 MEMBER'S OBLIGATIONS

30.1 ExclusiveFleet Agreement

The Member must comply with all of its obligations under each ExclusiveFleet Agreement.

30.2 Provision of information

GSC will notify the Member if it is unable to produce a document under a Transaction Document because it does not have sufficient information to do so and give the Member details of the outstanding information required in order to prepare that document. The Member must use its best endeavours to supply that outstanding information to GSC promptly.

30.3 Information

At GSC's request, the Member must promptly provide to GSC any information or document which GSC reasonably asks for concerning a Transaction Document, a Service, an ExclusiveFleet Agreement, a Vehicle, an insurance or the Member's financial position. The Member must on request provide to GSC its annual accounts and balance sheet (audited if required by law) or, if the Member is a natural person, an accurate statement of assets and liabilities.

30.4 Maintenance of Service Records

It is a responsibility of the member to make sure that all Service Records relating to the Vehicle are maintained in accordance with the manufacturer's instructions and recommendations.

30.5 Authorised Persons

- (a) The Member authorises each Authorised Person to execute and deliver Transaction Documents to GSC in accordance with this Agreement. The Member acknowledges that any Transaction Document executed and delivered by an Authorised Person will be valid and binding on it.
- (b) The Member may appoint or revoke an Authorised Person by providing notice of that appointment or revocation to GSC. Where the Member is appointing an Authorised Person, it must also provide the specimen signature of that person. The appointment or revocation takes effect when GSC receives the notice.

31 WARRANTIES

31.1 General

Each Transaction Party represents and warrants that:

- (a) its obligations under each Transaction Document are valid and binding and are enforceable against it in accordance with its terms; and
- (b) except as stated in a Transaction Document, it does not enter into that Transaction Document as trustee of any Trust.

If a Transaction Party is a corporation, it also represents and warrants that:

- (i) it is duly incorporated and existing under the laws of the jurisdiction of its incorporation;
- (ii) it has full power to enter into and perform its obligations under each Transaction Document to which it is a party; and
- (iii) it has taken all corporate action on its part necessary for the authorisation, execution and performance of each Transaction Document to which it is a party.

Each Transaction Party gives these representations and warranties on the date of each Transaction Document.

31.2 Acknowledgments

Each Transaction Party acknowledges that:

- (a) GSC has not provided any advice to it in relation to any Transaction Document, including any legal, accounting or taxation advice. The Transaction Party has either obtained its own advice in relation to that Transaction Document or has elected not to obtain any such advice before it signed that Transaction Document; and
- (b) except as expressly set out in that Transaction Document or duly signed by or on behalf of GSC:
 - (i) it has not entered into any Transaction Document in reliance on or as a result of any statement or conduct of any kind by or on behalf of GSC (including any advice, warranty, representation or undertaking); and
 - (ii) neither GSC nor anyone on its behalf is obliged to do anything (including disclose anything or give advice).

31.3 Warranties

- (a) The Member must obtain from the manufacturer, dealer, Authorised Service Centre or other supplier of the Vehicle, and/or any Service, all warranties that it needs in relation to that item.
- (b) So that the Member can make warranty claims, GSC transfers to the Member, so far as the law permits, the benefit of any warranty which it may have for the Vehicle or any Service. This transfer ends when the relevant ExclusiveFleet Master Member User Agreement for the Vehicle or Service expires or terminates.

31.4 Warranties not to apply

So far as the law permits, all conditions, guarantees and warranties on GSC's part, other than the conditions, guarantees and warranties stated in a Transaction Document, which might apply or be implied in relation to that Transaction Document, a Vehicle or a Service (whether by statute or otherwise) are excluded.

31.5 Limitation

To the extent that any applicable or implied condition, guarantee or warranty on GSC's part cannot be excluded, GSC's liability for a breach of any such condition, guarantee or warranty is limited (so far as the law permits) at GSC's discretion, in the case of the Vehicle, to the replacement of the Vehicle or the supply of an equivalent Vehicle, payment of the cost of replacing the Vehicle or acquiring an equivalent Vehicle or the repair of the Vehicle or payment of the cost of having the Vehicle repaired and, in the case of a Service, to the supplying of the Service again or payment of the cost of having the Service supplied again.

32 PAYMENTS AND TAXES

32.1 Periodic invoice

Before each Payment Date, GSC will give the Member a Tax Invoice for each ExclusiveFleet Master Member User Agreement specifying:

- (a) identification details for the ExclusiveFleet Agreement;
- (b) the Hire or reimbursement amount to GSC under the ExclusiveFleet Agreement;
- (c) the installment for Fixed Costs and Budgeted Costs;
- (d) the amount of any Recharge Costs;
- (e) details of any related Taxes;
- (f) the Payment Date;
- (g) the total amount due on that Payment Date; and
- (h) such other information as GSC considers appropriate.

32.2 Taxes

The Member must pay and if paid by GSC reimburse to GSC any Tax which is payable in relation to any Transaction Document or any document or transaction contemplated by them.

32.3 GST

- (a) In this clause 32.3:
 - (i) acquisition, adjustment event, consideration, goods, GST, GST law, input tax credit, service, supply, taxable supply and tax invoice each has the meaning which it is defined to have in the ***A New Tax System (Goods and Services Tax) Act 1999***; and
 - (ii) GSC includes any GST group to which GSC may from time to time be a member under GST law and the representative member of that group under GST law.
- (b) Unless otherwise stated, an amount payable by a Transaction Party for any supply made under or in connection with any Transaction

Document is exclusive of GST. If any payment by a Transaction Party under or in connection with a Transaction Document is consideration in whole or in part for a taxable supply by GSC, the Transaction Party must, when it makes the payment, pay to GSC an additional amount equal to that payment (or part) multiplied by the rate of GST prevailing at the time the supply is made. GSC on receiving that additional amount from the Transaction Party must provide the Transaction Party with a tax invoice for the supply.

- (c) If at any time an adjustment event arises in respect of any supply made by GSC under a Transaction Document, a corresponding adjustment must be made between GSC and the relevant Transaction Party in respect of any amount paid by the Transaction Party to GSC under clause 32.3(b) and payments to give effect to the adjustment must be made.
- (d) Where a Transaction Party is required under a Transaction Document to pay, reimburse or indemnify GSC for an amount, the Transaction Party must pay the relevant amount (plus any applicable additional amount in accordance with clause 32.3(b)). GSC will calculate that relevant amount after determining the amount of any input tax credit it is entitled to claim in respect of that relevant amount.
- (e) If GSC or a Transaction Party makes an acquisition under a Transaction Document as an authorized agent for the other from a third party, that acquisition will be an arrangement for the purposes of Subdivision 153B of the A New Tax System (Goods and Services Tax) Act 1999 and the provisions of that Subdivision will apply. GSC and the Transaction Party will make genuine and continuing efforts to facilitate the application of that Subdivision to any such acquisition.

The Member acknowledges for example that, where it selects any of the following Services for a Vehicle in an ExclusiveFleet Schedule C, GSC will acquire that Service as the Member's agent and the provisions of that subdivision will apply:

- (i) compulsory third party insurance;
- (ii) other roadside assistance;
- (iii) comprehensive insurance;
- (iv) E-tag;
- (v) Exclusivefleet Master Member User Agreement; and
- (vi) any additional Service.

32.4 Interest on overdue amounts

- (a) A Transaction Party must pay interest on the daily balance of any amount which it does not pay on time, and on any amount which GSC debits to its account in accordance with any Transaction Document, for the period it remains unpaid. Interest is payable on demand.
- (b) The interest rate which the Transaction Party must pay on each daily balance is the rate 2% above the cost (as certified by GSC) to GSC of funding that daily balance calculated on the basis of a 365 day year.
- (c) GSC may capitalise, at times determined by GSC or, if it does not make a determination, then on the first day of each month, any interest which is not paid when due for payment. The Transaction Party must pay interest on capitalised interest at the rate and in the manner referred to in clauses 32.4(a) and (b).
- (d) The Transaction Party's obligation to pay an outstanding amount to GSC on the day it becomes due for payment is not affected by clauses 32.4(a) and (c).

32.5 Manner of payment

The Member must make payments under each Transaction Document to GSC by direct debit, debit card or credit card. Whenever the Member makes a payment, the Member must quote the account number provided in the GSC Member User Agreement which can be viewed online in the GSC website.

If a payment is due on a day that is not a Business Day, it must be made on the next Business Day following that day.

All invoices from GreenShareCar will be dated the first (1st) of the month. All payments to GreenShareCar shall be made on the fifteenth (15th) of the month. If a Vehicle is received by the member on any day other than the 1st of the month it will be pro-rated and included in the amount for the following month.

32.6 Unconditional obligations

- (a) A payment made by the Member under a Transaction Document is not refundable in whole or in part.
- (b) The Member's obligation to pay an amount due under a Transaction Document is absolute and unconditional. The Member must not for any reason withhold, or make a deduction from, any amount payable under a Transaction Document, for any reason, including but not limited to:
 - (i) any Vehicle being lost, stolen, destroyed or damaged;
 - (ii) the Member claims to have a set-off, counterclaim, defence or other right against GSC or anyone else;
 - (iii) the Member does not receive, or does not receive before a due date for a payment, an invoice or statement for a payment under a Transaction Document;
 - (iv) the Member is not satisfied with a Service either before or after it accepts it; and/or
 - (v) the Member chooses to terminate a Service before its Exclusivefleet Master Member User Agreement expires.
- (c) GSC may set-off any money which is due from it to a Transaction Party (under any Transaction Document or otherwise) against any money due for payment by that Transaction Party to GSC under any Transaction Document or any other agreement between that Transaction Party and GSC.

32.7 Additional payments

If a Transaction Party is obliged to withhold, or make a deduction in respect of, Tax from a payment under a Transaction Document:

- (a) it must promptly pay the amount deducted to the appropriate government agency;
- (b) within 30 days of the end of the month in which the deduction is made, it must give GSC a copy of the documents evidencing the payment; and

- (c) on the due date it must pay GSC an additional amount necessary (as determined by GSC) to ensure that GSC receives a net amount (after allowance for any further deduction and any Tax on the additional amount) equal to the amount it would have received if no deduction had been made;
- (d) indemnifies GSC against the Tax and any amounts recoverable from GSC in respect of the Tax; and
- (e) waives any statutory or other right to recover from GSC any amount paid under this clause.

32.8 Application of Payments

GSC may apply any payment made by a Transaction Party towards satisfying any of its payment obligations which have become due, in any way it sees fit, even if the Transaction Party states otherwise.

32.9 Time is of the Essence

Time is of the essence regarding any obligation of a Transaction Party to pay money under a Transaction Document

33 INDEMNITY AND COSTS

33.1 Indemnity

The Member indemnifies GSC against all Loss suffered by GSC as a result of:

- (a) any loss, theft or destruction of or damage to the Vehicle;
- (b) the use, maintenance, repair or storage of the Vehicle;
- (c) any person being injured or killed or any property being damaged or destroyed, whether directly or indirectly, by the Vehicle or its use;
- (d) a Transaction Party's failure to comply with any of its obligations under a Transaction Document;
- (e) GSC exercising its rights under a Transaction Document including taking possession of the Vehicle;
- (f) the provision of a Service;
- (g) a Service not being available at any time;
- (h) the termination of a Service before its Exclusivefleet Master Member User Agreement expires;
- (i) the continued use of a Service after its Exclusivefleet Master Member User Agreement or Managed Exclusivefleet Master Member User Agreement expires or terminates;
- (j) the Member's use of, or any inability to use, the FuelCard or E-tag for a Vehicle;
- (k) loss, theft or possible unauthorised use of a FuelCard or E-tag, any loss, theft or unauthorised use of the FuelCard or E-tag for a Vehicle;
- (l) the termination of an Exclusivefleet Master Member User Agreement for a Vehicle before the end of its ExclusiveFleet Period;
- (m) the expiry of an Exclusivefleet Master Member User Agreement for a Vehicle; and/or
- (n) for a Vehicle under a GSC ExclusiveFleet which the Member returns under clause 10.2, the net amount which GSC receives under clause 11.1 (after deducting all applicable costs and Taxes incurred by GSC in connection with its need to sell or reassign to another ExclusiveFleet Master Member User Agreement that Vehicle), or an amount equal to the determined Market Value under clause 11.1 of that Vehicle being less than its Residual Value.

33.2 About the indemnities

Each indemnity in a Transaction Document:

- (a) does not cover anything to the extent that, if the indemnity did cover it, the indemnity would be void;
- (b) is a continuing obligation, separate and independent from each of the Member's other obligations under a Transaction Document and survives termination, the acceptance of repudiation or the expiry of that Transaction Document; and
- (c) GSC does not have to incur expense or make a payment before enforcing an indemnity.

33.3 Increased costs

Whenever, in connection with the funding or provision of any Vehicle pursuant to an ExclusiveFleet Agreement

- (a) Tax law or its interpretation or administration changes, including:
 - (i) GSC not being allowed a deduction for depreciation in respect of any Vehicle;
 - (ii) a change in the rate, the method or frequency at which a Tax is calculated or paid; or
 - (iii) an increase in the average fuel purchase cost from the agreed rate as defined in Schedule C, item 21; or
- (b) GSC must comply with any request from or requirement of any Federal, State or local governmental, quasi- governmental or municipal authority; or
- (c) the cost of a Vehicle changes or market interest rates change, in each case prior to the delivery of that Vehicle, and, as a result, GSC determines that the cost to GSC of funding or providing that Vehicle is increased or an amount received or receivable by GSC in connection with that Exclusivefleet master member user agreement is reduced; and/or GSC may promptly issue a certificate specifying the nature of the change or compliance. GSC may vary the Hire or any other amount payable in connection with that Exclusivefleet Master Member User Agreement as specified in the certificate (and must give reasonable details of the varied Hire or amount). The Exclusivefleet Master Member User Agreement will be taken to be varied accordingly.

33.4 Transaction Parties must pay all costs

Each Transaction Party must comply with all of its obligations under each Transaction Document at its cost.

33.5 Commission

The Member agrees that GSC may pay commission, brokerage, fees or other remuneration to any person for introducing the Member to GSC or GSC to the Member. The Member realises and accepts that, if any such amount is paid, an amount payable by the Member under a Transaction Document may be higher than it would have been if the Member had approached GSC (or GSC had approached the Member) direct.

33.6 Fees and charges

The Member must pay any fees or charges from time to time levied by GSC in relation to any Transaction Document in accordance with its then standard procedures to cover its costs including management fees, transaction fees and where:

- (a) GSC keeps or maintains the Member's account;
- (b) the Member requests GSC to provide it with any information, including any documentation, confirmation or statement;
- (c) the Member requests GSC to provide a service for the Vehicle which is not then a Service;
- (d) GSC considers a request from the Member for a variation of a Service or a Transaction Document or an assignment of a Transaction Document;
- (e) the Member makes a payment other than by direct debit, debit card or credit card;
- (f) any payment from the Member to pay an amount due under a Transaction Document is dishonoured;
- (g) GSC issues a late payment notice or other such notice;
- (h) the Member terminates a Transaction Document for a Vehicle before the date on which it expires;
- (i) a FuelCard is used; or
- (j) an E-Tag is used.

34 NOTICES

34.1 General

A notice, report, invoice, demand, certification, consent, approval, appointment or other communication under a Transaction Document:

- (a) must be given in writing and in the English language; and
- (b) may be given by an Authorised Person or an authorised representative of GSC.

34.2 Method of service

In addition to any other lawful means, a communication may be given by:

- (a) being personally served on a party;
- (b) being left at the party's address shown in this agreement for service;
- (c) being sent to the party's address for service by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail;
- (d) facsimile to the party's number as shown in the Schedule A; or
- (e) electronic mail to the party's email address as shown on the Schedule B.

34.3 Service

If a communication is given by:

- (a) Post, it will be deemed received if posted within Australia to an Australian address and arrives within three Business Days after posting and, in any other case, 10 Business Days after posting by airmail.
- (b) Facsimile, and the sender's facsimile machine produces a transmission report indicating that the facsimile was sent to the addressee's facsimile, the report will be conclusive evidence that the facsimile was received by the addressee at the time indicated on that report.
- (c) Electronic mail, and the sender receives a return receipt indicating that the addressee has received the email, the receipt will be conclusive evidence that the email was received by the addressee at the time indicated in that receipt.

34.4 Service after hours

If a communication to a party is received after 5:00pm (local time) or on a day which is not a Business Day, it will be deemed to have been received on the next Business Day.

34.5 Process service

Any process or other document relating to dispute resolution or legal proceedings relating to a Transaction Document may be served by any method contemplated by this clause 34.2 or in accordance with any applicable law.

34.6 Failure to notify

Unless otherwise provided in a Transaction Document or in this agreement, failure by GSC to give any notice of anything to the Member does not affect the obligations of the Member in any way.

35 GSC's RIGHTS

35.1 Capacity

GSC may enter into a Transaction Document as a principal or an agent.

35.2 Rectification

GSC may (but need not) do anything necessary to remedy the Member's failure to fully comply with any of its obligations under a Transaction Document.

35.3 Inspection and seizure

GSC may enter the place where a Vehicle is, or the Service Records are kept, at any time on reasonable notice to:

- (a) inspect the Vehicle or the Service Records or to see whether the Member is complying with its obligations under any Transaction Document; or
- (b) at any time, take possession of the Vehicle when exercising its rights under its ExclusiveFleet Agreement. The Member must within 2 hours after a request from GSC, notify GSC of the location of the Vehicle and/or any related Service Records.

35.4 GSC's rights and their exercise

- (a) GSC's rights, powers and remedies are in addition to any of its legal rights, powers and remedies.
- (b) GSC may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy.
- (c) A single or partial exercise of a right, power or remedy by GSC does not prevent a further exercise of that or an exercise of any other right, power or remedy.
- (d) GSC's failure to exercise or delay in exercising a right, power or remedy does not prevent its exercise.
- (e) GSC is not liable for any loss caused by the exercise, attempted exercise, failure to exercise or delay in exercising a right, power or remedy whether by reason of its negligence or for any other reason.

35.5 Certificates

A certificate, statement or report given by or on behalf of GSC about any amount, interest rate or matter relating to a Transaction Document is sufficient evidence of the matter certified unless the contrary is proved.

35.6 Severance

Any provision of a Transaction Document which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of a Transaction Document nor affect the validity or enforceability of that provision in any other jurisdiction.

35.7 Approval and consent

Where GSC has discretion, or its consent or approval is required for anything, GSC must, consistent with its rights and obligations under this Agreement, not unreasonably withhold or delay its decision, consent or approval.

35.8 Power of attorney

- (a) For valuable consideration, the Member irrevocably appoints GSC and each of its authorized representatives severally, as its attorney to do, at any time on or after the day on which GSC gives the Member a notice under clause 9.1(b) or the expiry of an ExclusiveFleet Agreement, anything which:
 - (i) the Member is obliged, but has failed, to do under or in relation to a Transaction Document; or
 - (ii) GSC is authorised or empowered to do under a Transaction Document or any law, but only at the times that GSC would have been able to do so.
- (b) Without limitation, the Attorney may at any time on or after the day on which GSC gives the Member a notice under clause 9.1(b) or the expiry of an ExclusiveFleet Agreement:
 - (i) do anything which in the opinion of GSC or the Attorney is necessary or expedient to preserve, perfect or give effect to GSC's rights under a Transaction Document; and/or
 - (ii) delegate the Attorney's powers (including this delegation).
- (c) An Attorney may not act inconsistently with a Transaction Document.

35.9 Authority to complete

Each Transaction Party irrevocably authorises GSC to complete any blank space or correct any error in a Transaction Document so that the Transaction Document is effective. All such completions and corrections bind the Transaction Parties.

36 CONFIDENTIALITY

A party must not disclose to any person any information or document relating to another party or a Transaction Document except:

- (a) with the consent of each other party (which must not be unreasonably withheld or delayed);
- (b) where permitted by that Transaction Document;
- (c) to a potential transferee, assignee, participant or sub-participant of the party's interests under that Transaction Document or to any other person who is considering entering into contractual relations with it in connection with that Transaction Document provided it obtains a confidentiality undertaking in substantially the same terms as this clause 36 from that person before the information or document is disclosed;
- (d) to the party's related bodies corporate and shareholders, or to any employee, banker, lawyer, auditor or other consultant of the party, its related bodies corporate or its shareholders;
- (e) if required by law or by any government body or stock exchange;
- (f) in connection with any dispute resolution or legal proceedings relating to that Transaction Document;
- (g) if the information or document is in the public domain; and/or
- (h) if section 275(7) of the Personal Property Securities Act 2009 "PPSA" applies, to the extent permitted by that section. Each Transaction Party and GSC agrees that it will not disclose any information of the kind referred to in section 275(1) of the PPSA unless section 275(7) of the PPSA applies, in which case GSC may disclose such information.

37 DEALINGS, PPSA AND VARIATIONS

37.1 No dealing

A Transaction Party must not:

- (a) sell or assign;
- (b) lend, hire, ExclusiveFleet or, subject to clause 37.2, part in any way with possession of a vehicle; or
- (c) create or allow any Security Interest over the Vehicle or its interest in the Vehicle or in a Transaction Document or a Managed Exclusivefleet Master Member User Agreement (or authorise anyone else to do so) without GSC's consent. GSC, however, may do any of these things without any Transaction Party's consent.

If GSC consents to the Member hiring, subleasing or otherwise parting with possession of a Vehicle in circumstances which give rise to a security interest (within the meaning of the PPSA) in favour of the Member, it is a condition of that consent that the Member registers that security interest on the Personal Property Securities Register with the highest priority available and provides promptly to GSC any certificate, information or document that GSC may reasonably request from time to time in respect of such registration.

37.2 Repair and maintenance

The Member may part with possession of all or any part of a Vehicle where required for repair or maintenance, but must do whatever necessary or as directed by GSC to remove a repairer's lien over the Vehicle.

37.3 PPSA assistance

If GSC determines that a Transaction Document or any transaction under it is or contains a security interest (within the meaning of the PPSA), each Transaction Party will do anything which GSC reasonably requests (such as obtaining consents, signing or producing documents, getting documents signed or completed and supplying information) to ensure that the security interest is enforceable, perfected and otherwise effective, and to enable GSC to apply for any registration or give any notification in connection with that security interest.

37.4 Agreement

This Agreement may be varied in writing by the parties.

37.5 Variation

A Transaction Document may not be varied unless signed by GSC and each Transaction Party.

37.6 How to vary a Transaction Document

The Member may, at any time, contact GSC and request a variation of a Transaction Document. GSC will consider each request on a case by case basis, and may approve or refuse the request in its absolute discretion.

If GSC approves the request:

- (a) GSC will obtain the required information from the Member in a manner sufficient for GSC to prepare the applicable documents;
- (b) GSC will prepare the applicable documents in accordance with the request;
- (c) each Transaction Party must promptly sign those documents and return them to GSC; and
- (d) on the day on which GSC receives the signed documents, the then Vehicle Hire Transaction Document will be taken to be varied on the terms of the applicable documents.

37.7 GSC may vary an ExclusiveFleet Agreement

Whenever the Budgeted Costs for the provision of a Service under an Exclusivefleet Master Member User Agreement have, in the absolute discretion of GSC, been exceeded significantly, GSC may vary the ExclusiveFleet Agreement. GSC will deliver the applicable documents to the Member setting out details of the variation. Each Transaction Party must sign and return a copy of those variation documents to GSC. On the day on which GSC receives the signed documents, the then Vehicle Hire Exclusivefleet Master Member User Agreement will be taken to be varied on the terms of the applicable variation documents.

37.8 PPSA waivers

In respect of the PPSA:

- (a) The parties contract out of each provision which sections 115(1) or 115(7) (contracting out of enforcement provisions) permits them to contract out of, other than:
 - (i) sections 117 and 118 (relationship with land laws);
 - (ii) in respect of Operating GSC ExclusiveFleet only) sections 128 (secured party may dispose of collateral) and 129 (disposal by purchase); and
 - (iii) sections 13(1) and 13(5) (retention of collateral).
- (b) The Member waives each right to receive a notice which section 144 or 157(3) permits the Member to waive.
- (c) To the extent permitted by law, the Member waives its rights to receive anything from GSC under section 275 and agrees not to make any request of GSC under that section.

38 GUARANTEE AND INDEMNITY

38.1 Guarantee

The Guarantor unconditionally and irrevocably guarantees to GSC the punctual payment to it by the Member of the Guaranteed Money. If the Member does not pay any of the Guaranteed Money when due, the Guarantor must, on demand, pay that amount to GSC.

38.2 Indemnity

If for any reason GSC cannot recover the Guaranteed Money from the Member, or from the Guarantor under clause 38.1, or if it is not paid to GSC for any reason, the Guarantor indemnifies GSC on demand against all Loss which GSC may suffer or incur as a result.

38.3 The Guarantor's obligations are unconditional

This Agreement is a continuing guarantee and indemnity for the whole of the Guaranteed Money and is not limited to any transaction or other thing. GSC does not have to demand payment from any other person or enforce any other right before making any demand under this Agreement. The Guarantor's obligation to pay the Guaranteed Money is a primary obligation. The Guarantor is still liable under this Agreement if:

- (a) a Transaction Document is varied, assigned or replaced;
- (b) GSC gives the Member extra time to pay, tells the Member it does not have to pay or does not enforce its rights against the Member or any other person for some reason;
- (c) a person who was to execute a Transaction Document as a Transaction Party does not do so; and/or
- (d) a person becomes Insolvent, dies or has a change in legal capacity, or anything else happens which would otherwise affect or discharge

the Guarantor's obligations.

38.4 If GSC holds other security

The Guarantor is still liable under this Agreement if GSC holds any other Security Interest, guarantee or right for the Guaranteed Money, and:

- (a) GSC does not enforce it;
- (b) GSC changes, releases or gives up all or part of it; or
- (c) the enforceability or value of that Security Interest, guarantee or right is reduced or lost.

This applies even if the Guarantor was aware of that Security Interest, guarantee or right. GSC does not have to take the Guarantor's position into account in deciding what to do or not to do in relation to any Security Interest, guarantee or right.

38.5 If the Member becomes Insolvent or dies

If the Member becomes Insolvent or dies, then:

- (a) the Guarantor must not, without GSC's consent, claim in the Insolvency or the estate, or receive any distribution from it, until GSC has received all of the Guaranteed Money. Where GSC consents to the Guarantor claiming in the Insolvency or the estate, the Guarantor agrees to hold any distribution it receives from the Insolvency or the estate on trust for GSC to the extent of the Guaranteed Money; and
- (b) if GSC receives any money from the Insolvency or the estate, or for any other reason, it may put the money to one side in a separate bank account. GSC need not use the money to pay the Guaranteed Money until it has received enough money to pay the Guaranteed Money in full. Until that happens, the Guarantor is still fully liable for the Guaranteed Money as if GSC had received nothing.

38.6 If GSC has to refund any money

If GSC has to refund or give up any money which the Member or any other person has paid to GSC or which GSC has recovered in any way, the Guarantor will still owe GSC all the money the Guarantor would have owed if the amount refunded or given up had never been paid or recovered. The Guarantor must pay that money to GSC whenever GSC demands it. The Guarantor must do whatever GSC asks (including signing documents) to restore to GSC all rights which GSC had under this Agreement and under any other Security Interest, guarantee or right held by GSC from the Guarantor immediately before GSC received the money which it later had to refund or give up.

38.7 New Guarantors

If a person who is not a Guarantor wishes to become a party to this Agreement as a Guarantor (after the date of this Agreement) it may do so by signing and delivering to GSC a New Guarantee and indemnity as per Schedule E and doing any other thing GSC reasonably requests to ensure the enforceability of that person's obligations as a Guarantor.

39 TRUST PROVISIONS

If a Transaction Party is a trustee under a Trust, it:

- (a) acknowledges that it enters into each Transaction Document both personally and as trustee for the Trust;
- (b) represents and warrants that:
 - (i) it is properly appointed as a trustee of the Trust (with anyone else who signs that Transaction Document as trustee) and it has a right of indemnity from the Trust assets in respect of that Transaction Document;
 - (ii) it has always complied with the terms of the Trust, and its duties and powers, and no one has said that it has not done so;
 - (iii) it has properly signed that Transaction Document under the terms of the Trust and its duties and powers as trustee, and if there is any doubt, it has obtained the consent of all adult beneficiaries; and
 - (iv) none of the Trust property has been re-settled or set aside, the Trust has not terminated and no event for the vesting of the Trust assets has occurred.
- (c) gives those acknowledgements, representations and warranties on the date of each Transaction Document; and
- (d) must comply with its duties as trustee of the Trust and not do anything which may result in the loss of its right of indemnity from the Trust assets.

40 VOLUNTARY CESSATION

40.1 Cessation of new ExclusiveFleet Agreements

A party may, at any time, give 90 days' notice to each other party that it wishes to cease entering into new ExclusiveFleet Agreements under this Agreement.

40.2 Procedure following cessation

- (a) Each Exclusivefleet Master Member User Agreement entered into before the cessation date continues in full force and effect after the cessation date until the last day of its ExclusiveFleet Period.
- (b) On the cessation date each party unconditionally and irrevocably releases and discharges each other party from all its obligations and liabilities under or in connection with each Transaction Document (other than the continuing ExclusiveFleet Agreements) arising after the that date.
- (c) The released and discharge does not affect any obligation or liability which a party had under a Transaction Document on or prior to that date.
- (d) On that cessation date, the Member must pay to GSC any amount which, under any Transaction Document (other than the continuing ExclusiveFleet Agreements), remains outstanding as at that date.

41 DISPUTE RESOLUTION

41.1 Notice of Dispute

- (a) If a dispute between the parties arises out of or relates to a Transaction Document, or the breach, termination, validity or subject matter of it, or as to any claim in

tort, in equity or pursuant to any domestic or international statute law, then any party may give each other a notice of a dispute adequately identifying and providing details of the dispute.

(b) Notwithstanding the existence of a dispute, all parties will, subject to this agreement, continue to perform each Transaction Document.

41.2 Conference

Within 10 Business Days after receiving a notice of dispute, the parties will confer at least once to resolve the dispute or to agree on methods of doing so. At every such conference each party will be represented by a person having authority to agree to such resolution or methods. All aspects of every such conference, except the fact of its occurrence, will be privileged.

41.3 Expert Mediation

(a) If the dispute is not resolved within the following 5 Business Days (or such further period as the parties may agree), the parties in dispute agree to endeavour in good faith to settle the dispute by mediation administered by the Australian Commercial Disputes Centre (ACDC) before having recourse to arbitration or legal proceedings.

(b) The mediation will be conducted in accordance with ACDC mediation guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved. The terms of those guidelines are incorporated in this Agreement.

(c) This clause does not merge upon termination or expiry of this Agreement.

42 GOVERNING LAW AND JURISDICTION

Each Transaction Document is governed by the laws of Victoria (Australia) and the parties submit to the non-exclusive jurisdiction of the courts of that place, including mediations which are to be held in Victoria.

42.1 Assignment Rights under This Agreement

(a) The member agrees that GSC may assign its rights under this ExclusiveFleet agreement to any other associated or related company within the GSC group or to any other entity, "the third party", provided GSC gives the member 14 day's written notice of such assignment.

(b) If GSC transfers or assigns its rights under this agreement to another entity, GSC will transfer all its rights under this agreement to "the third party" and GSC is irrevocably authorised by the Member to hand over to "the third party" any guarantee and indemnity provided by the member.

(c) Any existing guarantees under this agreement shall pass to "the third party" after 14 days' notice has been provided to the Member and the Guarantor.

(d) In the occurrence of any of the events in clause (42.1), the guarantee will remain in full force and effect in relation to indebtedness incurred by the Customer to GSC (or its assignee) both before and after the date of that assignment. A reference to GSC in this paragraph includes its assignee or successor.

43 COUNTERPARTS / OVERRIDE / LOW BATTERY AND DEAD BATTERIES

A Transaction Document may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

43.1 Override

If there is a clause or other meaning in this GSC ExclusiveFleet Master Member User Agreement that conflict with the GSC Member User Agreement, of which the latest updated version is available to all GSC members on the GSC website, this GSC Exclusive Fleet Member User Agreement shall always prevail.

43.2 Low battery and Dead Batteries

The member will attend to all low battery changes or jump starts if a battery in any Vehicle is not capable of opening the doors or the battery has insufficient charge in it to start the Vehicle's engine. In this event the member has the option of calling the GSC road assist within 50 kilometers from the GPO of a state capital city.

43.3 Special Conditions and General Conditions

The clauses numbered in this agreement shall be known as the general conditions. If there is a conflict between the general conditions and the special conditions in this agreement the special condition shall prevail.

44 Special Conditions (If any)

SCHEDULE A

Member Details

Item	Particulars	Details
COMPANY DETAILS		
1	GreenShareCar Member ID	
2	Member Organization Name	
3	Trading Name	
4	Name of Trust (if applicable)	
5	ABN	
6	ACN	
7	Address	
8	City	
9	State / Postcode	
ADMINISTRATOR DETAILS		
10	Contact Name	
11	Position Held	
12	Contact Phone Number	
13	Email Address	

SCHEDULE B

Authorized Signatories

Only persons listed on this Schedule B are authorized to order Vehicles, goods or other services from GreenShareCar on behalf of the Member.

Name	Position/Title	Signature & Date (dd/mm/yyyy)
		✓ _____
		✓ _____
		✓ _____
		✓ _____
		✓ _____

SCHEDULE C (Sample Only)

Delivery Receipt/Quote/Order/Acceptance

All prices shown are GST Inclusive

Item	Particulars	Details
1	GreenShareCar Vehicle ID	XXX
2	Vehicle Make	XXX
3	Vehicle Model	XXX
4	Registration Number	XXX
5	VIN	XXX
6	Engine Number	XXX
7	State where Vehicle is to be registered	XXX
8	Location where Vehicle will be parked/garaged (Number, Street, Suburb, City, State, Post code)	(Number, Street, Suburb, City, State, Post code)
9	Best contact person in relation to this Vehicle	Name: XXX Phone: (01)2345-6789 Email: XXX@XXX.com
10	Vehicle Delivery Date (Approximate)	___/___/___ (dd/mm/yyyy)
11	Kilometres Permitted Annually	_____Km
12	Kilometres Permitted Monthly	_____Km
13	FuelCard included in Vehicle	YES / NO
14	Fuel Paid By	GSC / MEMBER
15	24/7 Road Assist Included	YES / NO
16	E-Tag / Toll tags supplied by GSC (tolls paid by member)	YES / NO
17	Name of person Vehicle spare key to be provided OR Key Safe Under Vehicle	XXX
18	Tyre Replacement Included (Maximum of 4 tyres during the Scheduled Term)	YES / NO
19	Vehicle Servicing Included	YES / NO
20	Excess Kilometres Rate	\$0.25/Km
21	Average Fuel Cost, per litre, as at the date of this agreement ("the agreed amount")	\$1.40/Litre
22	On-charging Rate Plan (Casual, Basic, Standard, Advantage)	TBA
23	Employee Hourly Rate	\$7.99 per hour
24	Employee Overnight Rate (Monday - Thursday)	Economy Car: \$25 Standard Car: \$30 Premium Car: \$35
25	Employee Weekend Rate (Friday -Monday)	Economy Car: \$75 Standard Car: \$90 Premium Car: \$105
25.1	Outside Revenue Rebate Percentage	80 %
25.2	Employee Usage Included Distance and Excess Amount	100km/day, \$0.39/km excess
26	Vehicle wash and internal detailing frequency	Once every ___ week(s)
27	ExclusiveFleet Period (Number of months/payments)	36 month(s)
28	Rental Start Date	___/___/___ (dd/mm/yyyy)
29	Rental End Date	___/___/___ (dd/mm/yyyy)

SCHEDULE C (Continued) (Sample Only)



30	Monthly rental amount (GST exclusive)	\$XX
31	Monthly GST component	\$XX
32	Monthly rental amount (GST inclusive) (Preliminary rental instalment amount)	\$XX
33	First month Pro rata amount <i>If a Vehicle is received by the member on any day other than the 1st of the month, the first monthly rental amount will be pro-rated and the amount shown here will be collected in addition to the first monthly payment in advance.</i>	\$XX
34	Deposit payable with this order <i>Deposit is equal to schedule C, item 32, and shall be applied as the 1st monthly rental payment. The deposit covers setup/install/manufacture of in-car technology</i>	\$XX
35	Payment method	Authority to GreenShareCar for Direct Debit OR Automated payment by Credit Card or Debit Card
36	Member employees private account GreenShareCar joining fee	\$XX
37	Vehicle name	"Corporation 1", "Corporation 2", etc.
38	Finance Provider	
39	Corporate branding in the members name (Insert logo)	

Quote & Order Acceptance

I hereby accept this quotation and verify that the above details concerning the ordering of this Vehicle are correct, and that I have the authority to approve this order in accordance with the terms and conditions contained in our ExclusiveFleet Master Member User Agreement. GreenShareCar shall alter the Monthly Hire Payments in accordance with this order.

Signed by the ExclusiveFleet® member

This agreement is signed by an officer authorised by the board of directors in accordance with section 127 of the Corporations Act 2010:

<i>Signed sealed and delivered by:</i>	<i>Witness Signature</i>
	
<i>Print full name</i>	<i>Witness (Print full name)</i>
<i>Position held in company</i>	<i>Occupation</i>
<i>Dated this day of 20</i>	

GSC Office Use Only

All prices shown are GST Inclusive

Date	Amount of deposit paid	Received by
/ /20	\$	

Contract Details

GSC Member ID	Contract Number
XXXX	XXXXX-2012001VIC

SCHEDULE D (Sample Only)

Date XX/XX/XXXX

Mr. or Mrs. XXXXXX

XXXX Pty Ltd

XX Number XX Street

XX Suburb XX State XX Postcode

Delivery Settlement Advice



Item	Particulars	Details
VEHICLE DETAILS		
1	Date Vehicle Registered	___/___/___ (dd/mm/yyyy)
2	Name of driver/person taking delivery	XX
3	Registration number	XX
4	Order number	XX
5	Contract number	XX
6	Reference number	XX
7	Order date	XX
8	Vehicle description	Toyota Hi Ace CT10 2.7 LWB Auto, 4D Cargo Van Petrol TRH201R
9	Colour	XX
10	Options and accessories	Air conditioning, Separation curtain, Cargo barrier, Floor mats, Tow bar with corner protector, With large round plug, 1 Kg Fire extinguisher mounted in rear, 4 x alloy wheels, Full fuel tank, Reverse camera, TJM rubber floor mat mounted on wood, 2 X door signage, Tie down points.
11	GreenShareCar accessories	Vehicle Technology includes computer and all its accessories including the SmartCard reader, GPS tracking devise, FuelCard reader, FuelCard, toll tag and GreenShareCar user manual.
OTHER VEHICLE DETAILS		
12	Vin (chassis) number	XXX
13	Engine number	XXX
14	Delivery date	___/___/___ (dd/mm/yyyy)
15	Name of person Vehicle spare key to be provided	XXX
16	Delivering Dealer or Carrier	XXX
17	Capital Cost (Including GST and accessories in items 10 & 11)	\$XX
CONTRACT DETAILS		
18	Contract type	ExclusiveFleet® hire
19	Contract start date	___/___/___ (dd/mm/yyyy)
20	Contract end date	___/___/___ (dd/mm/yyyy)
21	Term	XX months
22	Kilometre inclusion	XX Km
23	Excess kilometre rate	\$0.25/Km
24	Hire inclusions	Full maintenance, Reservation and billing portal, Registration renewals, FuelCard, fuel purchasers, GSC 24/7 road side assist, GSC call centre, toll management, Vehicle wash and detailing every 2 weeks (Only in major Australian city metropolitan areas) infringement management.
25	Monthly hire cost (Excluding GST)	\$XX
26	GST	\$XX
27	Total monthly hire (Including GST)	\$XX

This DEED is made on the dates shown below

SCHEDULE D (Continued) (Sample Only)



Signed by the ExclusiveFleet® member

This agreement is signed by an officer authorised by the board of directors in accordance with section 127 of the Corporations Act 2010.

<i>Signed sealed and delivered by:</i> 	<i>Witness Signature</i> 
<i>Print full name</i>	<i>Witness (Print full name)</i>
<i>Position held in company</i>	<i>Occupation</i>
<i>Dated this day of 20</i>	

Accepted by GreenShareCar

This agreement is signed by an officer authorised by the board of directors in accordance with section 127 of the Corporations Act 2010.

<i>Signed sealed and delivered by for and on behalf of JP Just Properties International Pty Ltd Trading as GreenShareCar</i> 	<i>Witness Signature</i> 
<i>Print full name</i>	<i>Witness (Print full name)</i>
<i>Position held in company</i>	<i>Occupation</i>
<i>Dated this day of 20</i>	

SCHEDULE E

GUARANTEE AND INDEMNITY

This deed, dated this ____ of _____, 20 __, by guarantor(s):

1st GUARANTOR

Company Name (Print Only)					
ABN			ACN		
Address	Street Address	City/Suburb	State	Post Code	Country

2nd GUARANTOR

Company Name (Print Only)					
Address	Street Address	City/Suburb	State	Post Code	Country

MEMBER

Full Name (Print Only)					
Address	Street Address	City/Suburb	State	Post Code	Country

IN FAVOUR OF GreenShareCar (ACN 32 827 412 339)

1 GUARANTEE

1.1 Guarantee

The Guarantor unconditionally and irrevocably guarantees to GreenShareCar the Member's punctual payment to GreenShareCar of the Guaranteed Money. The guarantor, if requested by GreenShareCar in writing, will provide within 7 days of being requested to do so by GreenShareCar a guarantee similar to this one or in a format the GreenShareCar "finance provider" requests from the guarantor.

1.2 Demand

If the Member does not pay the Guaranteed Money or any part of the Guaranteed Money on or before the time it is due for payment then, on demand being made by GreenShareCar, the Guarantor must immediately pay the Guaranteed Money (or the part or parts of the Guaranteed Money demanded) to GreenShareCar irrespective of whether demand of the Member or any other person has been made by GreenShareCar.

2 INDEMNITY

2.1 Indemnity

The Guarantor unconditionally and irrevocably indemnifies GreenShareCar against any loss, damage, cost, charge or expense GreenShareCar suffers or is put to in connection with or as a consequence of:

- (a) any failure by the Member duly and punctually to pay the Guaranteed Money; or
- (b) the Guaranteed Money (or any part of the Guaranteed Money) not being recoverable from, or any liability to pay the Guaranteed Money not being enforceable against, the Member, any co-surety, the Guarantor (as a surety) or any of them for any reason and whether or not any matter or fact was or ought to have been within the knowledge of GreenShareCar.

2.2 Separate and additional

The Guarantor, as a separate and additional liability, must as a principal debtor pay to GreenShareCar on demand the amount of all loss, damage, cost, charge and expense referred to in clause 3.1 and the terms of this document (amended as necessary) apply as far as possible to this clause 3.

3 EXTENT OF GUARANTEE AND INDEMNITY

3.1 Discharge

This document is a continuing guarantee and indemnity which will not be wholly or partially discharged by the payment of any of the Guaranteed Money, any settlement of account or any other matter.

3.2 No prejudice

The liability of the Guarantor under this document will not be prejudiced by:

- (a) the granting to any person of any time or other indulgence, consideration or concession;
- (b) any other guarantee or security taken or held at any time by GreenShareCar or the release or unenforceability of such a guarantee or security;
- (c) the Guaranteed Money not being recoverable from any other person; or
- (d) any matter which, but for this provision, could or might operate to affect or discharge the liability of the Guarantor under this document.

The obligations of the Guarantor under this document are absolute and unconditional in all circumstances and this document is enforceable unless it has been satisfied according to its terms even if any other obligation arising under any other document is in any way extinguished or unenforceable for any reason.

3.3 GreenShareCar's rights

GreenShareCar may, without the consent of the Guarantor and without prejudicing the rights of GreenShareCar under this document, from time to time:

- (a) increase or otherwise vary the amount or nature of any financial accommodation granted or agreed to be granted to the Member and any related obligation;
- (b) vary, exchange, renew, release or enter into any agreement or right, or refuse to do so; and

(c) perform or suffer any act or matter which would, but for this provision, release the Guarantor (or, if there is more than one of them, any one or more of the Guarantors) from its (or their) obligations under this document, and this document extends to any new, increased, varied, exchanged or renewed financial accommodation, agreement or right.

4 COSTS AND INTEREST

4.1 Indemnity

The Guarantor indemnifies GreenShareCar against, and must pay on demand to GreenShareCar the amount of, all stamp duty and taxes, registration fees, costs, charges, expenses and liabilities (including, but not limited to, all legal costs and disbursements on a full indemnity basis) which GreenShareCar may incur or be liable to pay in connection with the enforcement of this agreement.

4.2 Separate and independent

As a separate and independent obligation, the Guarantor must pay to GreenShareCar on demand interest on all money payable by the Guarantor under this document at the rate or the highest rate (as the case may be) payable by the Member in respect of the Guaranteed Money from time to time. That interest continues to be payable despite the Bankruptcy of any person and any judgment obtained against any person.

SIGNED SEALED AND DELIVERED BY GUARANTORS:

1 st Guarantor's Name (Print Only)	1 st Guarantor's Signature ✓
2 nd Guarantor's Name (Print Only)	2 nd Guarantor's Signature ✓

IN THE PRESENCE OF:

Witness Name (Print Only)					
Address	Street Address	City/Suburb	State	Post Code	Country
Signature ✓					

EXECUTED as a Deed on the date given above

SCHEDULE F (Sample Only)

Exclusivefleet® Management Report

Contract usage as @ XX/XX/20XX adjusted

No	State	GSC Vehicle ID: #	Vehicle Registration No	Vehicle Make	Vehicle Model	Exclusivefleet® Member Monthly Payment
1	VIC	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
2	VIC	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
3	VIC	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
4	VIC	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
5	VIC	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
6	VIC	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
7	VIC	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
8	VIC	# XXX	XXXXXX	Toyota	Hilux	\$X,XXX.XX
9	VIC	# XXX	XXXXXX	Toyota	Hilux	\$X,XXX.XX
10	VIC	# XXX	XXXXXX	Toyota	Hilux	\$X,XXX.XX
11	VIC	# XXX	XXXXXX	Toyota	Hilux	\$X,XXX.XX
12	VIC	# XXX	XXXXXX	Toyota	Hilux	\$X,XXX.XX
13	VIC	# XXX	XXXXXX	Toyota	Camry	\$X,XXX.XX
14	VIC	# XXX	XXXXXX	Toyota	Camry	\$X,XXX.XX
15	VIC	# XXX	XXXXXX	Toyota	Camry	\$X,XXX.XX
16	NSW	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
17	NSW	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
18	NSW	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
19	NSW	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
20	NSW	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
21	NSW	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
22	NSW	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
23	NSW	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
24	NSW	# XXX	XXXXXX	Toyota	Camry	\$X,XXX.XX
25	NSW	# XXX	XXXXXX	Toyota	Camry	\$X,XXX.XX
26	NSW	# XXX	XXXXXX	Toyota	Camry	\$X,XXX.XX
27	NSW	# XXX	XXXXXX	Toyota	Camry	\$X,XXX.XX
28	NSW	# XXX	XXXXXX	Toyota	Camry	\$X,XXX.XX
29	NSW	# XXX	XXXXXX	Toyota	Hilux	\$X,XXX.XX
30	NSW	# XXX	XXXXXX	Toyota	Hilux	\$X,XXX.XX
31	NSW	# XXX	XXXXXX	Toyota	Hilux	\$X,XXX.XX
32	NT	# XXX	XXXXXX	Toyota	Hilux	\$X,XXX.XX
33	NT	# XXX	XXXXXX	Toyota	Hilux	\$X,XXX.XX
34	NT	# XXX	XXXXXX	Toyota	Hilux	\$X,XXX.XX
35	NT	# XXX	XXXXXX	Toyota	Hilux	\$X,XXX.XX
36	QLD	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
37	QLD	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
38	QLD	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
39	QLD	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
40	QLD	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
41	QLD	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
42	QLD	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
43	QLD	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
44	QLD	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
45	QLD	# XXX	XXXXXX	Toyota	Yaris	\$X,XXX.XX
SUB-TOTAL (1)						\$XX,XXX.XX

SCHEDULE F (Sample Only) (Continued)

Additional Costs

Month	Particulars	Cost Excl. GST	GST	Total Cost
XX/XX/XXXX	Excessive Km	\$XX	\$XX	\$XX
XX/XX/XXXX	Toll's	\$XX	\$XX	\$XX
XX/XX/XXXX	Insurance Excess / Accidents Damage	\$XX	\$XX	\$XX
XX/XX/XXXX	Infringements	\$XX	\$XX	\$XX
XX/XX/XXXX	Other third party service provider (if any)	\$XX	\$XX	\$XX
XX/XX/XXXX	Other	\$XX	\$XX	\$XX
SUB-TOTAL (2)				\$XXX

TOTAL (1) AND (2)	\$XX,XXX.XX
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Reductions

Month	Particulars	Cost Excl. GST	GST	Total Cost
XX/XX/XXXX	Rebate from Outside Revenue (refer to schedule C, item 25.1)	\$XX	\$XX	\$XX
XX/XX/XXXX	Other	\$XX	\$XX	\$XX
TOTAL				\$XX,XXX.XX

Total due for month (XXXXXXXX 20XX)	\$XX,XXX.XX
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SCHEDULE G (Sample Only)

Date XX/XX/XXXX

Mr. or Mrs. XXXXXX

XXXX Pty Ltd

XX Number XX Street

XX Suburb XX State XX Postcode

Revision Quotation - Service Agreement

Item	Particulars	Details	
Revision Quote Summary			
1	Quote Number	XXXXX2012-1001VIC-01	
1.1	Quote Creation Date	XX/XX/XXXX	
1.2	Quote Expiry Date	XX/XX/XXXX	
1.3	Revision Effective Date	XX/XX/XXXX	
Current Contract Details			
2	Contract Number	2012-001	
3	ExclusiveFleet Period Remaining	XX	
4	ExclusiveFleet Contract Start Date	XX/XX/XXXX	
5	ExclusiveFleet Contract End Date	XX/XX/XXXX	
6	Order date	XX/XX/XXXX	
6.1	ExclusiveFleet Contract Services	XX	
Vehicle Details			
7	Vehicle Description	Toyota Hi Ace CT10 2.7 LWB Auto, 4D Cargo Van Petrol TRH201R	
8	Registration Number	XX	
9	State Where Vehicle is Registered	XX	
Revised Services			
10	Add	XX	
10.1	Remove	XX	
Comparison			
11	Revision Comparison	Current	Revised
11.1	ExclusiveFleet Period Remaining	XX Months	XX
11.2		XX	XX
11.3		XX	XX
11.4		XX	XX
11.5		XX	XX
11.6		XX	XX
11.7	Total Payment	XX	XX

Revision Quotation - Service Agreement

I hereby accept this quotation and verify that the above details concerning the Revised Payment Details are correct, and that I have the authority to approve this Revised Quotation as per the Revised Payment Details set out here, in accordance with the terms and conditions contained in our Exclusivefleet Master Member User Agreement. GreenShareCar shall alter the Monthly Hire Payments in accordance with this Revised Quotation as per the Revised Payment Details.

Payment No.	Payment Start Date	Payment Amount	GST	Total Payment
1	XX /XX/XXXX	\$XX	\$XX	\$XX
2	XX /XX/XXXX	\$XX	\$XX	\$XX
3	XX /XX/XXXX	\$XX	\$XX	\$XX
4	XX /XX/XXXX	\$XX	\$XX	\$XX
5	XX /XX/XXXX	\$XX	\$XX	\$XX
6	XX /XX/XXXX	\$XX	\$XX	\$XX
7	XX /XX/XXXX	\$XX	\$XX	\$XX
8	XX /XX/XXXX	\$XX	\$XX	\$XX
9	XX /XX/XXXX	\$XX	\$XX	\$XX
10	XX /XX/XXXX	\$XX	\$XX	\$XX
11	XX /XX/XXXX	\$XX	\$XX	\$XX
12	XX /XX/XXXX	\$XX	\$XX	\$XX

GreenShareCar - Direct Debit Request

GreenShareCar will automatically deduct the required payment from your nominated bank account on the due date. The payment deducted will be reflected on your monthly statement/tax Invoice.

Request and Authority to debit the account named below to pay

JP Just Properties International Pty Ltd trading as GreenShareCar (ACN 122 230 773, ABN 32 827 412 339, BECS ID: 440277)

Request and Authority to Debit

Surname or Company:	
Given names or ABN/ARBN:	("you")

You hereby request and authorise JP Just Properties International Pty Ltd trading as GreenShareCar to arrange, through its own financial institution, a debit to your nominated account any amount JP Just Properties International Pty Ltd trading as GreenShareCar has deemed payable by you. This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Insert the name and address of financial institution at which account is held

Financial Institution:	
Address:	Postcode:

Insert details of account to be debited

Name of Account:	
BSB Number:	Account Number:

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request you have understood and agreed to the terms and conditions governing the debit arrangements between you and JP Just Properties International Pty Ltd trading as GreenShareCar as set out in this Request and in your Direct Debit Request Service Agreement.

Insert Your Signature and Address

Signature: 	Date: / /
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(If signing for a company sign and print full name and capacity for signing e.g. director)

Full Name:	
Capacity:	
Address:	Postcode:

GreenShareCar Account Number (Member ID)

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JP Just Properties International Pty Ltd Trading as GreenShareCar®

ACN: 122 230 773
ABN: 32 827 412 339
Address: 150 Sydney Road, Coburg, VIC Australia 3058
Phone: 1300 575 878
Fax: (03) 9386 8199
Email: info@greensharecar.com.au
Web: www.greensharecar.com.au

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.

business 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.

us or *we* means **JP Just Properties International Pty Ltd. trading as GreenShareCar** (ABN 32 827 412 339, ACN 122 230 773) which you have authorised by signing a *direct debit request*.

you and *your* 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 *account* 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 to *your account* as authorised in the *direct debit request*.
- 1.3 If the *debit day* falls on a day that is not a *business day*, we may direct *your financial institution* to debit *your account* on the next *business 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 arrangement under a *direct debit request* by contacting us on 1300 575 878.
- 3.2 If you wish to stop or defer a *debit payment*, you must notify us in writing at least sixty (60) *business days* before the next *debit day*. You can do so through one of the following methods:
 - a. Post: GreenShareCar™ 150 Sydney Road, Coburg VIC 3058
 - b. Fax: 03 9386 8199
 - c. Email: CFO, Joy Hirst: joy@greensharecar.com.au
 - d. Phone: 1300 575 878

This notice should be given to us in the first instance. You may also arrange it through *your financial institution*.

- 3.3 You may also cancel your authority for us to debit *your account* at any time by giving us sixty (60) 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.

5. Dispute

- 5.1 If you believe there has been an error in debiting *your account*, you should notify us directly on 1300 575 878 or via email (CFO, Joy Hirst: joy@greensharecar.com.au) and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively, you can arrange it with *your financial institution*.
- 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

- 6.1 You should check:
 - a. with *your financial institution* whether direct debiting is available for *your account* as direct debiting is not available on all accounts offered by financial institutions;
 - b. with *your financial institution* if additional fees and charges may be incurred by you as a result of this *agreement*;
 - c. your *account* details which you have provided to us are correct by checking them against recent *account* statements;
 - d. with *your financial institution* before completing the *direct debit request* if you have any queries about how to complete the *direct debit request*.

7. Confidentiality

- 7.1 We will keep any information (including *your account* details) in your *direct debit request* confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information that we have about you:
 - a. to the extent specifically required by law; or
 - b. for the purpose of this *agreement* (including disclosing information in connection with any query or claim).

8. Notice

- 8.1 If you wish to notify us in writing about anything relating to this *agreement*, you should send a detailed email to:
CFO, Joy Hirst: joy@greensharecar.com.au
- 8.2 We will notify you by sending a notice to the primary email address that you have given us.
- 8.3 Any notice will be deemed to have been received one *business day* after it is emailed.

Rental and Service Agreement

We, JP Just Properties International Pty Ltd Trading as GreenShareCar (the lessor) ACN: 122 230 773 ABN: 32 827 412 339 (GSC) agree with you as follows, please make sure that you at the wording of this document which continues on the following pages (the terms and conditions of rental agreement). The wording is very important. It regulates your rights in a number of ways and states promises you are making to us.

In this "Schedule H" the **Lessor** means JP Just Properties International Pty Ltd trading as GreenShareCar®. (ABN 32 827 412 339) (GSC) incorporated in Victoria it's registered address is 150 Sydney Road, Coburg, Victoria, Australia 3058, and the **Lessee** means the "Member or the Customer"

About GreenShareCar QuickFleet® technology

QuickFleet® provides managed services to vehicles belonging to member (Referred to as the Lessee in this "Schedule H") corporations or other entities using GreenShareCar's proprietary car sharing technology that enables organisations to save money reduce risk and promote sustainability by leveraging the same technology that powers GreenShareCar's consumer fleet. The **QuickFleet®** program empowers member fleet administrators to determine the quantity, types and locations of their fleet vehicles, which are equipped with GreenShareCar's in-vehicle technology, wirelessly linking them to a dedicated server. Utilizing **QuickFleet®** technology makes reserving and driving a pooled Vehicle a seamless process for our members and their employees.

Aim of QuickFleet®

The Lessee named and shown in this "Schedule H" has requested GreenShareCar "GSC" (Referred to as the Lessor in this "Schedule H") to provide services as described in this "Schedule H" on the Vehicle shown in this "Schedule H" and/or any additional services the member may order from time to time and as described in this "Schedule H".

Assignment of Vehicles

The Lessee will assign all its rights of ownership in any vehicle currently owned by the Lessee outright or under a lease or any other other arrangement to GreenShareCar in order to enable the better management of vehicles on behalf of the Lessee.

Member Details

Item	Particulars	Details
Company Details		
1	GreenShareCar Member ID	
2	Member Organization Name	
3	Trading Name	
4	Name of Trust (if applicable)	
5	ABN	
6	ACN	
7	Address	
8	City	
9	State / Postcode	
Administrator Details		
10	Contact Name	
11	Position Held	
12	Contact Phone Number	
13	Email Address	
Nature of Business Activity (Please tick appropriate box) <input checked="" type="checkbox"/>		
14	Company <input checked="" type="checkbox"/>	Government <input type="checkbox"/> Non-Profit <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>
15	Years in business	Name of Company Directors
16	1 - Business Reference (Name & Phone Required)	
17	2 - Business Reference (Name & Phone Required)	
18	3 - Business Reference (Name & Phone Required)	

The Equipment

New / Used Equipment	Model Number	Equipment Description
New	Version 74	Cbox Micro, Card Reader, Card Reader Antenna, GSM-GPS Antenna, Mobile SIM card

The Service

Item	Particulars	Details			
Revision Quote Summary					
1	Quote Number	XXXXX2012-1001VIC-01			
1.1	Quote Creation Date	XX/XX/XXXX			
1.2	Quote Expiry Date	XX/XX/XXXX			
1.3	Revision Effective Date	XX/XX/XXXX			
Rental Details					
2	Contract Number	2012-001			
3	QuickFleet Period Remaining	XX			
4	QuickFleet First Rental Payment Start Date	XX/XX/XXXX			
5	QuickFleet Last Rental Payment End Date	XX/XX/XXXX			
6	Order date	XX/XX/XXXX			
6.1	QuickFleet Contract Services	XX			
Vehicle Details (All payments are made in advance)					
7	Vehicle GSC ID:	#			
7.1	Car Manufacture (Make)	XX			
7.2	Year of Manufacture				
7.3	Model	XX			
7.4	Car Type	5 Door Huckaback			
7.5	Vehicle Description	Toyota Hi Ace CT10 2.7 LWB Auto, 4D Cargo Van Petrol TRH201R			
7.6	Registration Number	XX			
9.7	Actual Vehicle "VIN" Number	XX			
9.8	Odometer Reading Actual Km travelled	XX			
9.9	State Where Vehicle is Registered	XX			
9.10	State Where Vehicle Will Be Used	XX			
9.11	Location Where Vehicle will be parked /garaged (Number/Street/Suburb/City/State/Post Code)	(Number/Street/Suburb/City/State/Post Code)			
9.12	If vehicle is under a Fleet Management Company or Financed provide details and end of Lease Date	Fleet Management Company or Financed		End of Lease Date	XX/XX/XX
9.13	Best contact person in relation to this vehicle	Name: XX Phone: XX Email: XX			
QuickFleet services to be provided by the Lessor					
10	Km Permitted Annually	Km			
10.1	Km Permitted Monthly	Km			
10.2	Fuel Card Included in Vehicle	Yes/No			
10.3	Excess Km to be charged at per Km	0.25 Cents Per Km			
10.4	Average Fuel Cost/Per Litre/As at the date of this agreement agreed at	\$1.55 Per Litre			
10.5	Fuel Paid by GSC or Member	GSC (Lessor) / Member (Lessee)			
10.6	Comprehensive Vehicle Insurance Provided by GreenShareCar or Member if not by GSC state name of Member's vehicle Insurance	GreenShareCar (Lessor) / Member (Lessee) Or State Member's Insurance Company			
10.7	E-Tag / Toll Tags supplied by GSC (All tolls	Yes/No			

	paid by member)				
10.8	On-Charging Rate Plan (Casual/Basic/Standard/Advantage)	Casual/Basic/Standard/Advantage			
10.9	Employee Hourly Rate	\$7.99 Per Hour			
10.10	Employee Overnight Rate (Monday to Thursday) Specify Times	Economy Car \$25.00 Out: 5:00 PM Back: 8:00 AM	Standard Car \$30.00 Out: 5:00 PM Back: 8:00 AM	Premium Car \$35 Out: 5:00 PM Back: 8:00 AM	
10.11	Employee Weekend Rate (Friday to Monday) Specify Times	Economy Car \$75.00 Out: 5:00 PM Back: 8:00 AM	Economy Car \$90.00 Out: 5:00 PM Back: 8:00 AM	Economy Car \$105.00 Out: 5:00 PM Back: 8:00 AM	
10.12	Employee Usage Rebate Percentage Payable to GSC	80%			
10.13	Employee Usage Included Distance every 24 Hours and Excess Km Amounts	Distance every 24 Hours	100 Km	Excess Km Per Km Travelled	0.39 cents
10.13	Are General GSC members permitted to use the Lessees vehicles (If yes GSC retail rates are charged)	Yes/No			
10.14	Car Wash and detail monthly visits Rate is \$65 per detail	1			
10.15	Private GSC Member Employees Account (Joining Fees)	\$XX			
10.16	Set-Up costs once of payment	\$XX			
10.17	System changes after initial set up	\$150 per hour quote provide before work is undertaken			
10.18	Payment Method	Authority to GSC for Direct Debit			
10.19	Signage costs branding (Example Council cars may have Powered by GreenShareCar	\$XX			

Revised Services

11	Add	XX
11.1	Remove	XX

Comparison

12	Revision Comparison	Current	Revised
12.1	QuickFleet Period Remaining	XX Months	XX
12.2		XX	XX
12.3		XX	XX
12.4		XX	XX
12.5		XX	XX
12.6		XX	XX
	Total Payment	XX	XX

Installation Of Technology Details

Vehicle Pricing Structure (Hire Rate) Basic Car - Standard Car - Premium Car – Commercial Van etc.	XXXX
Installation Location (City and full address)	Melbourne
Installer Contact Information (Full name and phone number)	(Name/Number)

Cbox Details (Vehicle Computer & GPS Technology)

Cbox Number (View bottom of actual Cbox)	XXXXXX
FW Version / HW Version	XX / XX
Insurable Value of Equipment	\$2,500.00

Number and Amount of Lease payments

Commitment Fee Required: A commitment fee equal to the first Total Payment must accompany this offer. Once this offer is accepted by us the fee will not be refunded but will be applied to the first Total Payment. If the offer is rejected by us the commitment fee will be refunded in full. If the commitment fee is waived by us then the first payment will be made in accordance with **“Schedule H”** in this Agreement.

First Payment First month Pro-rata amount If the Equipment is received by the Lessee on any day other than the 1st of the month, the first monthly rental amount will be pro-rated and the amount shown here will be collected in addition to the first monthly payment in advance. <i>(GST Exclusive)</i>	\$XXX.XX	Paid from 20/6/2013 to 1/8/2013
1st Payment (GST Exclusive)	\$XXX.XX	
Add: Set-Up costs once of payment (if any)	\$XXX.XX	Specify set-up costs
Total Adjusted Payment	\$XXX.XX	
GST	\$XXX.XX	
1st Payment Pro-Rated + one additional month (GST Inclusive)	\$XXX.XX	
Number of Payments (Balance of months)	XX	
Rental (GST Exclusive)	\$XXX.XX	
GST	\$XXX.XX	
Rental Total of each instalment (GST Inclusive)	\$XXX.XX	

TERMS AND CONDITIONS OF RENTAL AGREEMENT

The Lessor rents the Equipment to the Lessee upon the following terms and conditions.

1. The Lessee warrants and acknowledges that this lease is exclusively for or in connection with the purpose of carrying on, or establishing a, business or service for the benefit of the Lessee to enable its vehicle/s to be shared between employees or other GreenShareCar members or as the Lessee may direct the Lessor from time to time. The Lessor has relied on that warranty and would not have entered into this Agreement without that warranty or if the Lessor thought that warranty was not accurate
2. It is hereby agreed that
 - (a) the Lessor has acquired or will acquire title to the Equipment at the request of the Lessee for the sole purpose of enabling the Lessor to enter into this Agreement.
 - (b) it is the obligation of the Lessee to obtain delivery of this Equipment and facilitate the installation of the equipment in the Lessees vehicle/s.
 - (c) at the expiration or sooner determination of this Agreement it is the intention of the Lessor to take the Equipment out of the Lessees vehicle at the Lessees cost, and
 - (d) this Agreement cannot be cancelled or terminated except as expressly provided herein.
3. The Lessee agrees
 - a) to keep the Equipment in good order and repair and properly maintained and serviced if required only by authorised Lessor staff of their authorised agents so that the Equipment shall all times be in first class condition (reasonable wear and tear only expected),
 - b) to indemnify the Lessor against loss of or damage to the Equipment (including lawful confiscation thereof),
 - c) not to alter or make any addition to the Equipment without the previous consent in writing of the Lessor and not to alter any identifying number or mark thereon,
 - d) to keep the Equipment in the personal control of the Lessee and not attempt or purport to sell, dispose of or encumber the Equipment in any way,
 - e) not to assign this Agreement or the Lessee's rights hereunder without the prior written consent of the Lessor,
 - f) to notify the Lessor immediately in writing of any change in the Lessee's address,
 - g) not to use the Equipment except in the State in which the Lessee's address appearing herein is located or such other State or States as the Lessor may from time to time in writing approve,
 - h) not to relocate the Equipment without the Lessor's approval,
 - i) to produce the Equipment for inspection from time to time at the request of the Lessor,
 - j) to notify the Lessor immediately following any loss or damage to the Equipment,
 - k) not to use or install the Equipment in a manner that would lead to the Equipment becoming a fixture to any land.
 - l) to insure and keep the Equipment insured against fire, accident and theft and such and other risks as the Lessor may require for an amount equal to full insurable value and to insure and keep the Lessor insured against all liability (or liability limited to such extent as the Lessor may approve in writing) howsoever arising in respect thereof with a reputable responsible and solvent insurer in the name of the Lessor as owner and the name of the Lessee as lessee for respective rights and interests. The Lessors name in the Lessees vehicle insurance policy stating the equipment value as agreed in this agreement the Lessee must notify its vehicle insurer of the Lessor interest in the equipment and the Lessor must be stated in the policy as an interested party.
 - m) to hand to the Lessor all policies of insurance and to pay promptly all premiums and stamp duty in respect of such policies and to permit the Lessor to receive all insurance moneys and production thereof shall be proof of the irrevocable authority of the Lessor to receive the same,

- n) to comply with all relevant Acts, regulations and by laws relating to the registration or licensing of the Equipment or in any manner whatsoever relating to the Equipment or the use thereof and pay promptly all requisite fees and charges, if applicable,
 - o) not to do or permit or suffer to be done anything which might or could prejudice any insurance as aforesaid,
 - p) to indemnify the Lessor against any claims and costs whatsoever arising out of the use, operation or keeping of the Equipment or any defect therein present or future or in any manner relating thereto,
 - q) at the expiration of this Agreement or upon the sooner determination of the Agreement to deliver up the Equipment at the Lessee's expense to the Lessor at the address of the Lessor appearing hereon or such other place as the Lessor may in writing direct in good order repair and condition. The equipment can only be removed from any vehicle by authorised agents of the Lessor.
 - r) to pay to the Lessor either on the date hereof or otherwise at the times and in the manner provided the total rent for the whole period of this Agreement,
 - s) to make all payments to the office of the Lessor shown on in this agreement or such other place as the Lessor may direct in writing,
 - t) to pay interest at the rate of 12% per annum on any moneys payable hereunder which may from time to time be overdue
 - u) to pay to the Lessor any expenses which the Lessor may incur by reason of the Lessor retaking or attempting to retake possession of the Equipment,
 - v) to repay to the Lessor on demand any moneys which the Lessor may think fit to pay to make good any failure by the Lessee to comply with any obligation hereunder or any other obligation incurred by the Lessee in respect of the Equipment or other services provided by the Lessor and any other expense which the Lessor may incur in the enforcement of protection of the rights of the Lessor hereunder or in the Equipment including (among other things) moneys paid by the Lessor in releasing any lien claimed over the Equipment, in dismantling and moving the Equipment from any premises or vehicle and in the repair or renovation to such premises or vehicle/s,
 - w) that the Lessor may enter (by breaking and with force if regarded reasonably necessary by the Lessor) any premises or vehicle where the Lessor believes the Equipment may be located for the purpose of any inspection or testing the Equipment, or repossession of the equipment, and
 - x) that the Lessor is hereby irrevocable authorised to use the name of the Lessee and to act on behalf of the Lessee in exercising any rights or instituting carrying on or enforcing any legal proceedings which the Lessor may think desirable to protect the rights of the Lessor in the Equipment.
4. Subject to any due variation of this Agreement, the total rent is equal to the specified preliminary rental instalment amount, plus the other specified rental instalment payment amount multiplied by the specified number of rental payments (or if there are two or more other rental instalment payment amounts specified then the aggregate of the products of each of those amounts multiplied by the relevant specified number of payments). The total rent is payable in full upon acceptance of this Agreement by the Lessor PROVIDED THAT if the Lessee does not pay the total rent at the time the Lessor will not exercise any of its rights and powers with regard to non-payment nor shall interest accrue so long as the Lessee shall pay to the Lessor on or before the Date of Acceptance an amount equal to the preliminary rental instalment and further shall pay to the Lessor instalments on account of such rent each equal to the other specified rental instalment payment amount (or if there are two or more other rental instalment payment amounts specified then by instalments equal to the first of such amounts for the number of payments specified in respect of that amount, then by instalments in the second of such amounts for the number of payments specified in respect of that second amount and so on) (together with any stamp duty, imposts or other amounts payable by the Lessee in connection with each such instalment payment) for the term of this Agreement on each due date the first of such instalments to be paid on the specified Commencement Date and subsequent instalments periodically (according to the specified period for rental instalment payments) on the same day of the month (or on the 1st day of each relevant month in the event that the Commencement Date falls on any other day of the month) First month will be Pro- rata amount.
5. If during the Agreement
- (a) the Lessor ascertains that the Lessor has made a false statement in relation to this Agreement.
 - (b) the Lessee does not pay the rent upon the date hereof as aforesaid and thereafter at any time does not pay any installment of rent within fourteen (14) days of the applicable date,
 - (c) the Lessee shall commit any breach of the terms, conditions and provisions herein contained which the Lessee shall fail to rectify within fourteen (14) days after notice by the Lessor to do so.
 - (d) the Lessee shall commit or suffer an act of bankruptcy or being a company shall without the written consent of the Lessor go into liquidation or receivership.

- (e) execution or distress against the Lessee or the Lessee's goods shall be levied.
 - (f) any insurance proposal made by the Lessee in respect of the Equipment be declined or any insurance policy in respect of the Equipment be cancelled.
 - (g) the Lessee shall do or cause to be done or permit or suffer any act or thing likely to endanger the safety or condition of the Equipment, or
 - (h) the Lessee is convicted of an indictable offence or is sentenced to imprisonment or being a corporation is fined an amount in excess of \$500,000.00 then in any such case the Lessor may at its option (without prejudice to any other right or remedy of the Lessor herein contained or implied or at general law)
 - (i) take appropriate action to enforce the performance of this Agreement by the Lessee and/or to recover damages for breach thereof or
 - (j) by notice to the Lessee terminate this Agreement and in such event the Lessee shall forthwith return the Equipment to the Lessor (or to such place as may be nominated by the Lessor) and in the event of the Lessee failing to so return the Equipment the Lessor may at any time thereafter retake possession of the Equipment and the Lessee hereby authorises the Lessor to enter (by breaking and with force if regarded as reasonably necessary by the Lessor) upon any premises where the Equipment may be located and take possession of the Equipment and the Lessee hereby waives and releases the Lessor from any liability for any damage or loss occasioned thereby.
6. It is hereby expressly agreed and declared that the provisions contained in **Clause 3 (r)** hereof (to punctually pay the rent), **Clause 3 (d)** hereof (as to possession and title to the Equipment) and **Clause 3 (a)** hereof (as to maintenance and repair of the Equipment) are (without limiting the essentiality of any other provisions herein contained or implied) essential terms of this Agreement and that the breach, non-observance or non-performance by the Lessee of any one or more such essential terms shall be a repudiation of this Agreement by the Lessee.
7. In the event that the Lessee terminates this Agreement following a breach by the Lessee of an essential term or other repudiation of this Agreement by the Lessee (whether being a breach or repudiation referred to in clause 6 hereof or otherwise) then (without prejudice to any other rights or remedies of the Lessor herein contained or implied or at general law) the Lessee shall pay to the Lessor upon demand the aggregate of,
- (a) any unpaid installments of rent down to the date of termination of this Agreement by the Lessor or the date of repossession of the Equipment whichever shall first occur ("the Breach Date") together with any other money (on account of things other than rent) which may then be payable to the Lessor pursuant to the terms and conditions hereof, and
 - (b) the balance of the unpaid installments of rent respect of the period from the Breach Date until the end of the specified term of this Agreement, after discounting to its present value each installment which would otherwise have been payable at a later date by applying a discount rate equal to the rate of interest which is four per centum (4%) above the rate as at the Breach Date being charged by Westpac Banking Corporation on corporate overdrafts in excess of \$100,000.00 (and if there is more than one such rate as the Breach Date then the highest of those rates and if no rate is in effect as at the Breach Date then such similar rate then being charged by that bank or its successors as the Lessor may reasonable determine) plus any amounts consequentially payable in accordance with **Clause 15** hereof. Upon payment to the Lessor of those moneys specified in this and the preceding sub-clause, the Lessee shall be relieved of further liability to the Lessor for rent under this Agreement.
8. Nothing herein contained shall confer on the lessee any property or interest in or to the Equipment and it is agreed that any purported right or representation or expectation which may have been given to the Lessee relating to the purchase or acquisition of the Equipment (or equipment of any similar value and description) by the Lessee is hereby expressly negative and, if actually given, is hereby avoided,
9. The Lessee warrants that before signing this Agreement he has examined the Equipment and has satisfied himself as to the condition of the Equipment and its suitability for the Lessee's purposes and the Lessee agrees that no expenses warranty, condition or representation has been given by the Lessor as to the quality, fitness, safety, suitability or otherwise of the Equipment prior to or at any time during the continuance of this Agreement and the Lessee's obligation to pay rent and otherwise hereunder shall continue notwithstanding the occurrence of any defect or breakdown in the Equipment. Nothing contained in this Agreement shall be construed as an express warranty or representation of any kind by or on behalf of the Lessor save for a warranty that the Lessor shall have sufficient title in and to the Equipment to lease the Equipment to the Lessee under this Agreement. The Lessee further agrees that so far as the law permits all conditions and warranties which might be implied on the part of the Lessor are hereby negated and excluded. Liability for a breach of any implied condition or warranty on the part of the Lessor which is not capable of exclusion shall be limited (to the fullest extent permitted by law) to any one or more of the replacement of the Equipment or the supply of equivalent equipment, the repair of the Equipment, the payment of the cost of replacing the Equipment or of acquiring equivalent equipment or the payment of the cost having the Equipment repaired, whichever the Lessor shall in its discretion think fit.
10. This Agreement shall not be binding upon the Lessor until the acceptance of the Lessor has been endorsed hereon and the provisions of this clause shall not be affected or prejudiced by reason of any pre-payment of moneys by the Lessee or delivery of the Equipment to the Lessee and any such delivery shall pending acceptance as foresaid be deemed merely as conditional but in the event of the Equipment coming into the possession of the Lessee before such acceptance, the obligations of the Lessee herein as to the insurance care and use of the Equipment and otherwise shall be deemed in force from such possession. The signing of this Agreement by a duly authorised officer of the Lessor shall constitute an acceptance although no attempt shall be made to advise the Lessee thereof. Any Agreement arising from such acceptance shall be

governed by the law of the State or Territory where this Agreement was executed by the Lessee and any proceedings in respect of any cause of action arising hereunder shall be instituted heard, and determined in a Court or competent jurisdiction at the capital city in the State or Territory.

11. Any notice to be given by the Lessor shall without prejudice to any other method of giving the same be deemed to have been given if placed in the post addressed to the Lessee at the last known place of abode or business day following such posting in the post addressed to the Lessee, postage paid and shall be deemed to have been received on the second business day following such posting and any notice may be signed on behalf of the Lessor by any director, secretary, authorised officer or solicitor of the Lessor. The Lessor may also serve such notice by email at the email address specified in this agreement.
12. The Lessor may (subject always to the rights of the Lessee hereunder) sell, assign or mortgage either absolutely or by way of security its rights under this Agreement and to the Equipment.
13. Without prejudice to any other provision of this Agreement the Lessee agrees to indemnify the Lessor against any liability or additional liability which the Lessor may incur under any Sales Tax Assessment Act or GST Tax under the Income Tax Assessment Act or any Fringe Benefits Tax (FBT) which the Lessee may be levied by reason of the use of the Equipment or the services provided by the Lessor to the Lessee.
14. A certificate given by the Lessor, its secretary or solicitor or any person duly authorized by the Lessor shall be prima facie evidence of the amount of moneys due, owing or recoverable from the Lessee hereunder.
15. The Lessee agrees to pay in addition to the rent and other charges herein referred to, all stamp and other duties (including Financial Institutions Duty and GST Tax or any other taxes levied onto the Lessor including any Fringe Benefits Tax (FBT), fees and imposts payable to any Governmental or semi-Government body in respect of or arising as a result of this Agreement or the Equipment or services provided by the Lessor or any payment of rent or any expense incurred by the Lessor or any installment of rent under this Agreement such expenses shall be recoverable by the Lessor from the Lessee on demand.
16. No waiver by the Lessor of any default, breach or repudiation of the Agreement by the Lessee shall affect the rights of the Lessor in respect of any further or continuing default, breach or repudiation.
17. In respect of any provision herein requiring the Lessee to do any matter or thing within the stipulated time, time shall be of the essence.
18. In the event that the Lessee requests a variation of this Agreement the Lessor may in its absolute discretion agree to such variation and forward an Acknowledgement of Variation of Rental Agreement to the Lessee setting out the details of any such variation. Such variation shall be effective on and from the date specified therein and shall be binding on the Lessee upon the signing of the Acknowledgement but in all other respects the terms and conditions of this Agreement shall remain unchanged. In the event that a copy of the Acknowledgement signed by the Lessee is not received by the Lessor within seven (7) days of the date of the acknowledgement, the Lessor may elect not to be bound by such variation.
19. No objection shall be made to the Lessor entering into this Agreement as agent for any other person (whether disclosed or otherwise) or to the fact that such other person may have or acquire the property in the Equipment.
20. Any reference in this Agreement to the singular shall include the plural and vice versa and any reference herein to the masculine or neuter genders shall include the other genders, any reference to person shall include any attachments to the Equipment or any parts or accessories from time to time in addition to or in replacement of any part of the Equipment as specified and without limiting those general words any replacement parts incorporated in the Equipment in the course of maintenance.
21. This Agreement shall bind the Lessee, his successors, executors, administrators and assigns and inure to the benefit of the Lessor, its successors and assigns.
22. In the event that any provision (or part thereof) contained in this Agreement is rendered void, invalid or unenforceable, then such provision (or part thereof) shall be severed from this Agreement without affecting the remaining provisions hereof.
23. In the event of the Lessee failing to return the Equipment at the expiration of this Agreement then the period of this Agreement shall be deemed extended from month to month at a monthly rental equal to the specified total rent during the term of the Agreement divided by the number of months in that term and otherwise upon the terms set in this Agreement but so that such extended period may be determined (effective as at the next monthly anniversary of commencement) by the Lessor demanding possession of the Equipment at any time or by the Lessee delivering the Equipment to the Lessor.
24. The Lessee hereby irrevocably authorises the Lessor to complete this agreement in any respect in which it may be incomplete when signed for or by the Lessee by the insertion of information such as dates, descriptions or amounts. Without limiting that authorisation the Lessor shall be entitled to insert as the "commencement date" that date which the Lessor bona fide believes to be the actual or anticipated date of delivery of the Equipment to the Lessee.

25. If the Lessee of the Equipment has possession of the vehicle under a lease or held under some other financial arrangement by a third party financier the member undertakes to notify the other interested party about contents in this agreement and the Lessor's Equipment in the vehicle.
26. The lessee acknowledges that the lessor has not provided any financial advice to the Lessee in respect to this agreement or any other financial advice relating to, but not limited to Fringe Benefits tax (FBT), forecast income, operating costs. The Lessee before entering into this agreement should seek its own independent financial and legal advice.
27. The word Lessee shall have the same meaning as a (GreenShareCar member) in this agreement as per the definitions set out in the ExclusiveFleet agreement.
28. The word Lessor shall have the same meaning as a (GreenShareCar) in this agreement as per the definitions set out in the ExclusiveFleet agreement.
29. Reference to this agreement or agreement shall mean the entire "**Schedule H**" and the most recent GreenShareCar Member User Agreement and shall also include the terms and conditions contained in the ExclusiveFleet agreement, the most recent Member User Agreement and the GreenShareCar User Manual can be viewed at www.greensharecar.com.au
30. Any of the schedules in the ExclusiveFleet agreement may be used to fulfill the services to be provided in this agreement or any other services to be provided by the Lessor in the future to the Lessee.

GreenShareCar EFT Banking Details

Bank Bendigo Bank
Branch Coburg
BSB 633-000
Account Number 1389 07142
Account Name JP just properties international Pty Ltd trading as GreenShareCar ACN 122 230 773 ABN 32 827 412 339

This DEED is made on the dates shown below

Signed by the QuickFleet® member

This agreement is signed by an officer authorised by the board of directors in accordance with section 127 of the Corporations Act 2010.

<i>Signed sealed and delivered by:</i>		<i>Witness Signature</i>	
<i>Print full name</i>		<i>Witness (Print full name)</i>	
<i>Position held in company</i>		<i>Occupation</i>	
<i>Dated this</i>	<i>day of</i>	<i>20</i>	

Accepted by GreenShareCar

This agreement is signed by an officer authorised by the board of directors in accordance with section 127 of the Corporations Act 2010.

<i>Signed sealed and delivered by for and on behalf of JP Just Properties International Pty Ltd Trading as GreenShareCar</i>		<i>Witness Signature</i>	
<i>Print full name</i>		<i>Witness (Print full name)</i>	
<i>Position held in company</i>		<i>Occupation</i>	
<i>Dated this</i>	<i>day of</i>	<i>20</i>	

Schedule I
GreenShareCar “Member User Agreement”
(Insert most recent version here)