

Partner Accreditation and Agreement
Please complete and fax to 1300 85 37 17

Company Details

Business name

Trading Name (if any)

ABN

Business Address

Street Address

Suburb

State

Postcode

Telephone Number

Fax Number

Business Email Address

Web Address

Website

Primary Business Contact

Brief Description of Business Activities

Products to be financed

Company Directors / Principals

First Name

1.

Last Name

2.

Authorised Officers of the Partner

First Name

1.

Last Name

2.

Partner Agreement

1. Technology Fund Management (TFM) as the manager of the TrueRent program appoints you as its non-exclusive referrer for the purpose of having your customers enter into finance agreements with TFM or a underwriter nominated by TFM (**TFM Agreement**) in respect of equipment supplied by you.
2. The TFM Agreement (including a direct debit request and privacy consent form) will be in the form of the standard TFM finance agreement provided by TFM to you from time to time.
3. Where a customer chooses to enter into a TFM Agreement, you must ensure that the following information is sent to TFM:
 - (a) a TFM Agreement fully completed and signed by the customer; and
 - (b) a clear copy of the customer's driver licence or passport or birth certificate; and
 - (c) any other information requested by TFM.
4. Upon receipt of the above information TFM will assess the customer to determine whether TFM wishes to accept the customer's offer to rent the equipment from TFM. If TFM decides not to accept the customer's offer to enter into a TFM Agreement, TFM will promptly inform you of this decision.
5. TFM reserves the right to refuse to accept any customer upon receiving the information referred to in clause 3.
6. Upon receipt of an Approval Notice you must ensure the relevant supplier delivers the equipment to the customer and send to TFM:
 - (a) the original supplier invoice to TFM setting out the equipment that has been delivered to the customer; and
 - (b) any further documents or information reasonably requested by TFM.
7. Where goods have not been installed and TFM has paid full invoice cost and client does not proceed or cancels contract, you agree to repay all monies to TFM without set off or holdback within 30 days from notice in writing from TFM.
8. Nothing in this agreement constitutes a relationship of employer and employee or partnership, between TFM and you.
9. Each of the parties to this agreement agrees to act in good faith and acknowledges that neither party may act or purport to act as the agent of the other or make any representation without the prior written approval of the other party (such approval not to be implied by this document).
10. You must ensure that you comply with the *Privacy Act 1988 (Cth)* (**Privacy Act**) and must notify TFM of any known or suspected breaches of the Privacy Act immediately upon you becoming aware of such a breach or as soon as reasonably practicable.
11. You must treat all information of a confidential nature received from or in relation to TFM as confidential. This information must not be disclosed to a third party without the prior written consent of TFM.
12. You must not make any promises, representations, warranties, guarantees or statements to customers in relation to the TFM Agreements or equipment to be rented under TFM Agreements except as provided in writing by TFM. In addition you must not engage in any conduct which is false or misleading or unconscionable in respect of customers or TFM.
13. You must take all reasonable care to ensure the information provided by customers to TFM is true, complete and accurate.
14. You must comply with TFM's reasonable directions with regard to obtaining information from customers and fixing any errors or omissions in documentation and with any other reasonable instructions as may be advised by TFM to you from time to time.
15. If TFM agree to pay you commission or brokerage on on settled TFM Agreements this must be agreed in writing TFM before the settlement occurs.
16. In the event that a TFM Agreement be terminated for reason iof any default including, and not limited to bankruptcy, fraud or misrepresentation by the applicant or you, you will:
 - (a) Within a period of 6 months from the initial settlement of the TFM Agreement, refund to TFM, 100% of the commission paid including applicable GST.
 - (b) Within a period of 6 months from the initial settlement of the TFM Agreement, refund to TFM, 50% of the commission paid including applicable GST.
17. You must not will not engage with the underwriter selected by TFM for the execution, documentation and funding of the TFM Agreement. If direct engagement with the underwriter for the execution, documentation and funding of the TFM Agreement is undertaken without the written permission of TFM you agree you will pay TFM a penalty of 2% of the total contract value for every contract executed without the written permission of TFM.

18. You must not use TFM's name, branding or logo or other identification including any trade mark connected to TFM or any related company without prior written consent from TFM.
19. You agree to indemnify TFM against any demand, claim, cause of action, verdict, judgment or damages, losses, expense, costs (including legal costs) arising directly or indirectly from:
 - (a) any breach by you or any employee, agent or contractor of yours of any term of this agreement or of any applicable law; or
 - (b) the quality or functionality of the equipment the subject of any TFM Agreement.
20. You may terminate this agreement in writing at any time provided that you give TFM one month notice in writing.
21. TFM may terminate this agreement at any time and with immediate effect if you:
 - (a) cease to be able to pay your debts when they fall due;
 - (b) cease to carry on business or undergo a material change in ownership or control; or
 - (c) breach this agreement or engage in any behaviour prohibited under this agreement.
22. Upon termination of this agreement for whatever reason, you must return all documentation and confidential information belonging to TFM that you have in your possession.
23. This agreement may be executed in counterparts that will together be taken to constitute the one document.
24. You may not assign your rights and obligations under this agreement without the prior written consent of TFM.
25. This agreement is governed by the law that applies in Victoria (**VIC**). The courts of Victoria have jurisdiction over any matter under this agreement.

Signed by an Authorised Signatory on behalf of the party in the Schedule

Print Name: _____

Title: _____

Signature: _____

Date: _____



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PRIVACY ACT AUTHORISATION - Original signed document must be returned by post.
Technology Fund Management Pty Ltd ("TFM") ACN 108 674 148

AUTHORISATION BY APPLICANT/GUARANTOR:

- 1. You acknowledge that:
a) Technology Fund Management P/L and its related companies ("we") collect information about You for the purposes listed in 3 below;
b) if You do not give all the information requested, we may be unable to process Your application.
c) we may enter into the Hiring Agreement with You as agent or subagent for a principal ("Principal") or may assign our interest under this Hiring Agreement or Guarantee to anyone ("Assignees") or as part of a securitisation arrangement; and
d) Technology Fund Management P/L may obtain and use information about You or disclose it to the organisations set out in 3 below but, if the information is relevant to Your credit history, credit capacity, credit standing or credit worthiness, we will not do so unless the credit reporting requirements of the Privacy Act are satisfied.
2. You may:
a) gain access to your information held by us or any Principal or Assignees of us by contacting us on 03 8832 0777; and
b) request that information about You is amended or updated so that it is current and correct.
3. You consent to us obtaining information about You from and disclosing it to:
a) a guarantor(s), an agent, broker and adviser nominated by You;
b) any credit reporting agency or another credit provider;
c) organisations that provide services to us in respect of You (such as portfolio managers, trade insurers and collections agents);
d) our Principals, Assignees or any participants in a securitisation arrangement affecting Your account and their respective agents and advisers;
e) for any of the following purposes, or to us using that information for those purposes:
I. to assess Your application and to service, manage and collect Your account if approved;
II. to assess any other applications You may make for goods or services or to obtain commercial or consumer credit or to guarantee any such credit for another and to service, manage and collect any resulting accounts if approved or to enforce any supporting guarantee or security;
III. to make decisions concerning the securitisation of Your account and to implement them;
IV. to notify you about other products and services offered;
V. to investigate and respond to matters if we believe or another believes a serious credit infringement has occurred in respect of You or Your account; and
VI. as part of carrying on our business, including any restructure or sale.
4. Giving information to a Credit Reporting Agency (Section 18E(8)(c) Privacy Act 1988) Technology Fund Management P/L has informed me that it may give certain personal information about me to a credit reporting agency.
5. Access to Commercial Credit Information (Section 18L(4) Privacy Act 1988) I/we agree that Technology Fund Management P/L may obtain information about me/us from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing my/our application for consumer credit.
6. Access to Consumer Credit Information (Section 18K(1)(b), Privacy Act 1988) I/we agree that Technology Fund Management may obtain a consumer credit report containing information about me from a credit reporting agency for the purpose of assessing my/our application for commercial credit.

Technology Fund Management P/L and its related entities apply the National Privacy Principles contained in the Privacy Act 1988 (Cth). For information on how the National Privacy Principles apply to TFM call the number above for an information sheet.

I/We also certify that I/We are not an undischarged bankrupt and the information provided in this application form is true and correct

Signed: _____ (Applicant / Guarantor)

Print Name(s): _____ Dated: _____

Signed: _____ (Applicant / Guarantor)

Print Name(s): _____ Dated: _____