



eziteller Pty Ltd  
ABN: 31 604 006 742  
12/148 Chesterville Road  
Cheltenham VIC 3192  
Ph: (03) 9555 1182

## eziteller Site Location and Placement Agreement Application Form

### MERCHANT AND EQUIPMENT DETAILS

A. PREMISES / REGISTERED TRADING NAME DETAILS (THIS WILL ALSO BE THE DELIVERY ADDRESS)			
Address			
Suburb			
B. FEES AND SERVICES (ALL AMOUNTS GST INCLUSIVE)		C. INCOME (SUCCESSFUL WITHDRAWAL TRANSACTION REBATE SCHEDULE)	
		From	to \$
Maintenance (Monthly Fee)	\$	From	to \$
Reporting (Monthly Fee)	\$	From	to \$
Rental (Monthly Fee)	\$	From	to \$
Miscellaneous	\$	From	to \$
Shortfall Amount	\$	_____ % of additional revenue will be paid to the merchant.	
Breakeven Transaction Threshold (Number of cash withdrawal transactions per month)			
D. AGREEMENT TERM			
Initial Period	Years		
E. DESCRIPTION OF GOODS			
Model:	Quantity:	Max Cashout \$	

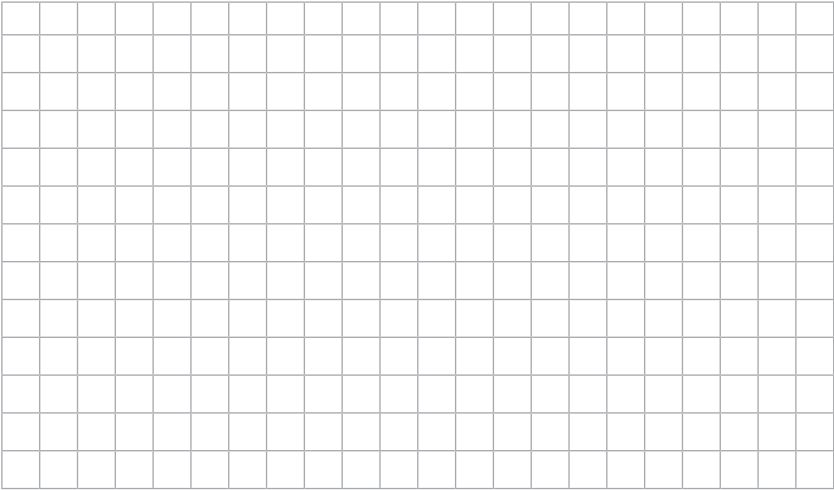
### BANKING DETAILS (Please complete accurately and according to bank records)

ACCOUNT FOR DAILY SETTLEMENT		ACCOUNT FOR REBATES	
Bank Name		Bank Name	
Account Name		Account Name	
BSB Number		BSB Number	
Account Number		Account Number	
Please contact our Finance Department on 03 9555 1182 if you have any questions regarding the electronic payment of rebates via direct entry, or the daily settlement of your cash float.			

Initial ☐ ☐

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### SITE DESCRIPTION AND ANALYSIS

<b>A. PREMISES / REGISTERED TRADING NAME DETAILS (THIS WILL ALSO BE THE DELIVERY ADDRESS)</b>			
Is there any ATM in or near the premises?	YES	NO	If yes, how far away? kilometers
Is there mobile coverage (wireless option)?	YES	NO	If yes, what signal? good average poor (please circle)
EFTPOS transactions	per month	Estimated customer traffic	per month
EFTPOS cash out transactions	per month	Estimated ATM transactions	per month
<b>SITE PLAN</b>			
Sketch or attach a description of the premises and the proposed/existing location of the eziteller.  Include the following features in your sketch: • the eziteller location (marked with an 'X') • entrances/exits including the main entrance (marked with an 'E') • the nearest power point to the eziteller location (marked with a 'P') • any security camera or sensor (marked with a 'S') • please label large items such as fridges, counters etc.			
<b>TYPE OF FLOORING</b>			
Concrete (tiled) <input type="checkbox"/> Concrete (carpeted) <input type="checkbox"/> Wood <input type="checkbox"/>		Is there a crawl space between the floors? YES <input type="checkbox"/> NO <input type="checkbox"/>	
On which level of the building will the eziteller be located?		How many steps to the level on which the eziteller is located?	
<b>STORE HOURS</b>			
Monday-Friday		Saturday	
Other		Is access available outside standard business hours YES <input type="checkbox"/> NO <input type="checkbox"/>	
<b>AGENT INFORMATION</b>			
Representative (Please Print)		Authorised Agent Company (Please Print)	
Signature		Date (dd/mm/yyyy)	

### SPECIAL CONDITIONS

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## eziteller Site Location and Placement Agreement Application Form

### ACKNOWLEDGMENT AND DECLARATION

<b>PLEASE COMPLETE THIS FORM IN FULL AND CAREFULLY READ THE BELOW INFORMATION AND ATTACHED TERMS AND CONDITIONS BEFORE SIGNING.</b>			
<p>The preceding sections of this Application Form and the following Site Location and Placement Agreement Terms and Conditions (Terms) form a single and entire agreement between you (the Merchant listed in Section 1 above) and Eziteller and supersede entirely any other agreements, representations, warranties or understandings between you and us in relation to their subject matter. By signing below, or by accepting the equipment from us or using it after you have had knowledge of the Application Form or the Terms, you acknowledge and agree that:</p> <p>(a) you have read and understood this Application Form and the attached Terms, which apply between us and you in relation to the matters which they describe;</p> <p>(b) the information provided by you in this Application Form is true and accurate and you will immediately notify eziteller Pty Ltd of any changes to that information;</p> <p>(c) Eziteller has acted and represented itself in a professional manner and you waive any rights to contest the validity of this Application Form or the Terms or to make any claim against us inconsistent with them;</p> <p>(d) you have the power and authority to enter into this agreement on behalf of the Merchant as its authorised signatory;</p> <p>(e) you will install a direct power connection at your cost and to endeavor to supply continuous power to the eziteller;</p> <p>(f) there is a fixed term to this contract commencing on the Commencement Date, which you have accepted;</p> <p>(g) costs relating to repair or replacement due to tampering, willful damage, negligence or malicious damage is your responsibility;</p> <p>(h) it may take up to 2 months for the equipment to be installed or transact and eziteller Pty Ltd may propose an equipment model of similar quality and functionality if that can expedite the installation process;</p> <p>(i) you will receive rebates when successful withdrawal transactions exceed the Breakeven Transaction Threshold,</p> <p>(j) you are solely responsible for ensuring the eziteller has adequate cash float. Supply of cash to the eziteller will be on a needs basis.</p>			
<b>SIGNED FOR AND ON BEHALF OF MERCHANT</b>			
I WARRANT THAT I AM AUTHORISED TO SIGN THIS AGREEMENT AND BIND THE MERCHANT.			
Signature		Signature	
Name (please print)		Name (please print)	
Position <small>(eg. Director/Proprietor/Partner)</small>		Position <small>(eg. Director/Proprietor/Partner)</small>	
Date <small>(dd/mm/yyyy)</small>		Date <small>(dd/mm/yyyy)</small>	
<b>WITNESS</b>			
Signature		Signature	
Name (please print)		Name (please print)	
Position <small>(eg. Director/Proprietor/Partner)</small>		Position <small>(eg. Director/Proprietor/Partner)</small>	
Date <small>(dd/mm/yyyy)</small>		Date <small>(dd/mm/yyyy)</small>	
<b>SIGNED FOR AND ON BEHALF OF EZITELLER PTY LTD</b>			
Signature		Signature	
Name (please print)		Name (please print)	
Position <small>(eg. Director/Proprietor/Partner)</small>		Position <small>(eg. Director/Proprietor/Partner)</small>	
Date <small>(dd/mm/yyyy)</small>		Date <small>(dd/mm/yyyy)</small>	
<b>WITNESS</b>			
Signature		Signature	
Name (please print)		Name (please print)	
Position <small>(eg. Director/Proprietor/Partner)</small>		Position <small>(eg. Director/Proprietor/Partner)</small>	
Date <small>(dd/mm/yyyy)</small>		Date <small>(dd/mm/yyyy)</small>	
This application form and the attached Terms are not legally binding on eziteller Pty Ltd unless signed on its behalf.			

**eziteller Site Location and Placement Agreement Application Form****(EXHIBIT C)  
AUTHORITY TO DIRECT DEBIT****1. Authority** - Authority to debit the account listed below to pay eziteller Pty Ltd.

Company Name: \_\_\_\_\_

ABN: \_\_\_\_\_

Bank: \_\_\_\_\_

Name of Account: \_\_\_\_\_

BSB: \_\_\_\_\_

Account Number: \_\_\_\_\_

**2. Terms and Conditions**

- a) **Authority** - Upon signing this form you have given authority to eziteller to arrange for funds to be direct debited from the account named above. eziteller may direct your bank to debit your account on the following banking day. Contact your bank if you are uncertain about the day your account will be debited.
- b) **Amendments & Changes** - eziteller may vary details of this agreement at any time by giving you minimum fifteen (15) days written notice. To cancel or cease your authority for eziteller to debit your account a minimum thirty (30) days written notice prior to the next debit day to be given to eziteller.
- c) **Your Obligations** - Your responsibility is to ensure that you have sufficient funds available in your account for the direct debit payments. Insufficient funds will incur additional charges. You must arrange for the direct debit payment to be made by another method by an agreed time to enable eziteller to process the debit payment. Your account details provided to us are correct and you have checked with your financial institution "your bank" that the direct debit facility is available from your account.
- d) **Dispute** - For error in debiting or crediting your account, contact us directly and confirm your notice in writing to enable eziteller to resolve. eziteller will notify you in writing with the adjustments or will request you to provide reasons and evidences for your query.
- e) **Notice** - Notification to be made in writing for any matters related to this Authority Agreement to eziteller of Unit 12/148 Chesterville Road Cheltenham VIC 3192. eziteller will notify you via ordinary post to the given address on this form.
- f) **Confidentiality** - Any information in this Authority Form will be treated confidential. We will make reasonable efforts to keep your details secure and ensure eziteller employees who have access to information do not make unauthorised use or modifications. We will only disclose information required by law, query or claim.

**3. Acknowledgement**

We the undersigned acknowledged that we have read and understood the above direct debit authority and conditions.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

## eziteller Site Location and Placement Agreement Application Form

This agreement is made this day \_\_\_\_\_ of \_\_\_\_\_, by and between eziteller Pty Ltd., with its registered office located at Unit 12/148 Chesterville Road Cheltenham VIC 3192, ABN 31 604 006 742 (“eziteller”) and \_\_\_\_\_, of \_\_\_\_\_ ABN \_\_\_\_\_ (the “Merchant”).

### DEFINITIONS

eziteller PTY LTD is the owner or leasee of the eziteller Equipment and the Merchant is the owner or leasee of the premises. eziteller PTY LTD has requested and the Merchant has agreed to grant to eziteller PTY LTD a licence for the placement and installation of the eziteller Equipment for the Term as described. The Merchant and eziteller PTY LTD have each agreed to assume responsibility for certain aspects of the installation, operation and maintenance of the Equipment in accordance with this agreement.

**Successful Transaction** means any completed physical cash withdrawal made using the Equipment.

### TERMS & GRANT OF LICENSE

- 1) The Merchant acknowledges that this Agreement is exclusive to eziteller PTY LTD and must not permit the placement of another ATM on the Premises by any third party ATM supplier.

### EZITELLER PTY LTD RIGHTS & RESPONSIBILITIES

- 2) **PROCESSING SERVICES** - eziteller PTY LTD will provide data processing services to process all transactions undertaken by the Equipment. eziteller PTY LTD may in its discretion add, delete or change the network and banking affiliations.
  - a) eziteller PTY LTD may choose to alter the switch/data processing organisation and acquiring/settling bank in its sole discretion.
  - b) Only with the consent of the Merchant will eziteller alter the Direct Charge fee.
- 3) The Merchant acknowledges that it has no claim against eziteller PTY LTD for any loss suffered by it or any user of the Equipment as a result of any error or discrepancy in settlement of cash dispensed.
- 4) **SERVICE AND REPAIR** - eziteller will be responsible for the servicing and repair of the Equipment and will respond within twenty-four (24) hours of receiving notice of Equipment failure.
  - a) eziteller reserves the right to schedule reasonable Equipment downtime to enable necessary maintenance or systems. eziteller will provide help desk services to the Merchant.
- 5) eziteller will be responsible for crediting the Merchant's designated settlement account as indicated on Settlement bank account form.

Settlement funds will be credited to the Merchant's settlement account on the next business day following a Successful Transaction. eziteller reserve the right to debit the settlement account for any errors that may occur as part of the settlement process and is hereby given the express authority, by the Merchant, to do so.

### MERCHANT'S RIGHTS & RESPONSIBILITIES

- 7) **SITE PREPARATION** - The Merchant will, at its own expense, provide a dedicated electrical 240v power outlet.
- 8) **CARE OF EQUIPMENT** - The Merchant will keep the Equipment in good working order and condition, clean the exterior of the Equipment on a periodic basis and maintain the space surrounding the Equipment.
- 9) **REPORTING** -
  - a) In the event of any eziteller failure, loss, theft, damage or other problem which affects the proper operation of the eziteller,
  - b) The Merchant must notify eziteller PTY LTD within twelve (12) hours of first becoming aware of the stated occurrence.
  - c) eziteller PTY LTD will not be liable to the Merchant for any loss of revenue resulting from such loss, theft or damage.
- 10) **INSURANCE** - eziteller agrees to insure the eziteller Equipment. The Merchant must insure against any fire, theft and damage, loss or injury caused or as a result of actions of the Merchant, including the Merchant's employees, agents, invitees and contractors;
- 11) **INSURANCE** - eziteller agrees to maintain a public liability policy for an amount not less than ten million dollars (\$10,000,000) covering all risks associated with persons using or otherwise dealing with the Equipment and the Licensed area.
- 12) **RESTRICTIONS** - The Merchant must not allow the placement of any other automatic teller machines (or other like equipment capable of dispensing physical cash, cash ticket, cash redemption or the like) on the Premises (whether inside or outside) for the duration of this agreement.

### PAYMENTS

- 13) **TRANSACTION PAYMENTS** -
  - a) eziteller PTY LTD will collect all transaction revenue from the usage of the Equipment and will pay the Merchant, in accordance with the agreed rebate for each Successful Withdrawal processed by the eziteller.

## **eziteller Site Location and Placement Agreement Application Form**

- b) eziteller PTY LTD will pay rebates to the Merchant on or before the 20th day of the following calendar month for every Successful Withdrawal occurred.
- 14) eziteller will not be liable for:
  - a) Any loss the Merchant incurs as a result of any error or discrepancy in the transaction settlement process;
  - b) Outages, faults or delays in connection with the processing network without limitation.

### **REPRESENTATIONS & WARRANTIES**

The Merchant represents and warrants that it is the owner of the Premises or that it holds a current lease or option to renew a lease for the property where the eziteller will be installed.

### **LIMITATIONS OF LIABILITY & INDEMNIFICATION**

If the Merchant is not the owner of the Premises, the Merchant also indemnifies and holds harmless eziteller Pty Ltd and its agents, employees, contractors or representatives against any omission, fraud or willful misconduct on the part of the Merchant, its agents, employees, sub-contractors or representatives.

### **DEFAULTS & TERMINATION**

- 15) The Merchant may terminate this agreement on thirty (30) days prior written notice. eziteller must be given the opportunity to rectify the problems that caused notice to be issued.
- 16) In the event that notice cannot be resolved the Merchant will be charged \$350.00 for the removal of eziteller
- 17) eziteller Pty Ltd may immediately terminate this Agreement, by notice, if
  - a) Any monies due and payable by the Merchant to eziteller Pty Ltd is unpaid;
  - b) Where eziteller transaction levels are not within a sustainable range for a period of 3 months.

### **GENERAL**

- 18) GOVERNING LAW - This agreement is governed by law of Victoria. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria. A party must not object to the jurisdiction of a court merely because the forum is inconvenient.
- 19) The Merchant must not assign its rights under this agreement without eziteller Pty Ltd's prior written consent.



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**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorised officers as of the date and year indicated above.

### Agreement Term

Commencement date starts from the commissioning of the eziteller or the first cash withdrawal has been successfully completed, whichever comes first.

Five (5) Years ☐ Three (3) years ☐ Other ☐

### Merchant

### eziteller Pty Ltd

“Merchant” Company Name:

Signatory Name & Position (Print)

\_\_\_\_\_  
Signatory Name & Position (print):

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_  
Witness Name (print)

\_\_\_\_\_  
Witness Name (print)

\_\_\_\_\_  
Witness Signature:

\_\_\_\_\_  
Witness Signature:

\_\_\_\_\_  
Witness Signature: