

EXHIBIT A
GPS/STARTER INTERRUPT DEVICE
CUSTOMER DISCLOSURE AND CONSENT

DISCLAIMER

To the extent that You as a CalAmp customer will use CalAmp's mobile location units ("Units") to assist in the collection of amounts owed to You by Your customers, CalAmp requires you to provide Your customers with a written disclosure explaining the purpose and functionality of the Units and to obtain Your customer's consent to installation of the Units as a condition to Your financing the customer's purchase of a vehicle from You.

The attached "GPS/Starter Interrupt Device Disclosure and Customer Consent Statement" is provided to you by CalAmp as an example of the type of disclosures and consents you must receive, in writing, from your customers before using a Unit to assist in the collection of amounts owed to you. This example disclosure and consent statement is provided for your reference only and is not a recommendation and no representation is made that the example is adequate for Your jurisdiction.

CALAMP DATACOM, INC. (TOGETHER WITH ITS AFFILIATES, "CALAMP") MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE USE OF THE DEVICE FOR COLLECTION PURPOSES IS PERMISSIBLE IN ANY PARTICULAR JURISDICTION OR THAT THIS CUSTOMER AGREEMENT AND DISCLOSURE STATEMENT COMPLIES WITH THE LAWS OF ANY PARTICULAR JURISDICTION. CALAMP RECOMMENDS THAT YOU OBTAIN INDEPENDENT LEGAL COUNSEL TO CONFIRM THAT THE DEVICE MAY BE USED FOR COLLECTION PURPOSES AND TO PREPARE A CUSTOMER AGREEMENT AND DISCLOSURE STATEMENT THAT COMPLIES WITH APPLICABLE LAW AND MAY BE USED IN YOUR JURISDICTION.



Customer Name and Address:

Date:

Creditor Name and Address:

Vehicle Description:

GPS/STARTER INTERRUPT DEVICE CUSTOMER AGREEMENT AND DISCLOSURE STATEMENT

IMPORTANT: YOU SHOULD CAREFULLY REVIEW THIS ENTIRE AGREEMENT AND DISCLOSURE. THIS AGREEMENT AND DISCLOSURE DETAILS YOUR CONSENT TO HAVE A GPS/STARTER INTERRUPT DEVICE INSTALLED ON YOUR VEHICLE AND DESCRIBES THE CONSEQUENCES OF FAILING TO MAKE TIMELY PAYMENTS. THIS AGREEMENT AND DISCLOSURE, WHEN SIGNED BELOW, IS INCORPORATED INTO AND BECOMES PART OF THE MOTOR VEHICLE RETAIL INSTALLMENT CONTRACT ENTERED INTO BY CUSTOMER AND CREDITOR IDENTIFIED ABOVE.

Pursuant to the motor vehicle retail installment contract (“Contract”) entered into by you and us for the purchase of the vehicle described above (“the Vehicle”), the Customer (“you” and “your”) and the Creditor (“we”, “us” and “our”) hereby enter into this Agreement and Disclosure regarding the installation and operation of a starter interrupt device with Global Positioning Satellite (GPS) capabilities (“the Device”). By signing below, you acknowledge and agree that we may install and use the Device in the Vehicle you are financing with us.

Description of the Device

In addition to certain other functionality that may be available to you, and subject to any grace or cure periods and any notice required by applicable law, the Device permits us to prevent the Vehicle from restarting if we do not receive a full payment on or before its scheduled due date. The Device includes GPS functionality that also allows us to locate the Vehicle in the event we need to repossess the Vehicle due to your default. The GPS capabilities also permit us to locate the Vehicle if it is ever stolen and you report the theft of the Vehicle to us.

We will extend credit to you only if you agree to the installation of the Device in the Vehicle. Though the installation is a condition to our extension of credit to you, you are free to obtain a vehicle or vehicle financing from another source that does not require installation of the Device.

The Device is our property and does not become an accession to the Vehicle upon installation. We own the Device and will continue to own the Device until your Contract is fully satisfied and we remove the Device from the Vehicle. You will not be charged for the Device or the costs of installing, maintaining, or removing the Device (except, to the extent not prohibited by applicable law, charges associated with repairing or replacing the Device due to your tampering, alteration, or destruction of the Device or any of its component parts). We will only remove the Device after you satisfy all of the obligations under the

Contract. To have the Device removed after you satisfy all obligations under the Contract, you must contact us at _____ and request that we remove the Device.

As the owner of the Device, only we or our authorized representatives are permitted to repair and perform maintenance on the Device or any of its components. You must make the Vehicle available to us or our authorized representative in the event maintenance or repair work is required.

By signing below, you agree that we may perform periodic checks of the Vehicle's location for the purpose of ensuring that the Device continues to function as intended and that it has not been tampered with, altered or destroyed.

If You Default

If we do not receive a full payment from you on or before the scheduled due date, you will be in default of your obligation under the Contract to make timely payments. We may also declare a default under the Contract if you tamper with, alter, disconnect or remove the Device, to the extent not prohibited by applicable law.

If you default, subject to any grace period, right to cure, or notice requirements you may have under applicable law, we will disable the Vehicle's starter from a remote location and track the Vehicle's location. You will be unable to restart the Vehicle until you have paid us the amount necessary to bring your payments current under the terms of the Contract or otherwise cured the default.

If after we disable the starter you fail to cure the default, we may take any action as permitted under applicable law, including THE RIGHT TO REPOSSESS THE VEHICLE. We may use the Device's GPS technology to locate the Vehicle for this purpose and any other purpose not prohibited by applicable law.

Emergency Access (the following two paragraphs apply only if box is checked)

If you experience an emergency that requires use of the Vehicle and we have disabled the Vehicle's starter, you may request and we may provide you with the ability to temporarily restart your Vehicle. We may grant or deny a request for emergency access at our discretion. If you have been given emergency access and have not cured the default such that the temporary ability to restart the Vehicle expires and the Vehicle will not start, you may request additional emergency access and we may choose to grant such access at our discretion. We will not automatically give additional emergency access after any temporary emergency access we have granted expires.

You may request emergency access by calling _____. You may request emergency access at any time only between the hours of _____ and _____. If access is granted, the Vehicle will remain operational for _____ hours, after which the starter will again be disabled if you have not cured your default. Our granting of emergency access shall not be deemed a waiver of our rights under the Contract.

Rights of Assignees of the Contract

We are permitted to exercise our rights, title and interest in the Contract at any time. If the Contract is assigned, the holder of the Contract will have all of our rights under the Contract, including those incorporated into the Contract by this Agreement and Disclosure.

BY SIGNING BELOW, you agree to the Device’s installation and to its use until you satisfy all of the obligations under the Contract. In addition, you acknowledge that you understand how the Device works and agree that the installation and maintenance of the Device in the Vehicle is a material condition for us to finance your purchase of the Vehicle, and as such constitutes consideration for the terms of the Contract.

BY SIGNING BELOW, you voluntarily waive any right you may have to privacy in the location of the Vehicle and authorize us to use the Device’s GPS capabilities to locate the Vehicle if you default. You also agree to hold harmless, defend and indemnify the Device manufacturer and service provider, us, our agents, employees, and servants, and each of them, from all claims, demands, causes of action, damages, costs, liabilities or losses, in law or equity, to property or person suffered or sustained by any other person or entity arising out of or resulting from the intended or actual use of the Device in the Vehicle, to the fullest extent permitted by applicable law.

BY SIGNING BELOW, you acknowledge that you have been warned not to sign this document before you read it. You understand that you are entitled to receive a copy of this document. By signing below, you acknowledge reading and receiving a copy of this document and agreeing to its terms.

(Seal)
Customer #1 Signature Date

(Seal)
Customer #2 Signature Date

Creditor Name

By: _____
Authorized Signature