

ULTIMATE SECURITY //



ANNEXURE A Terms & Conditions

INTRODUCTION

- A.** Ultimate Security Pty Limited ACN 168-832-013 (USA) is in the business of supplying, installing and monitoring alarm systems and related services.
- B.** The Customer wishes to employ USA to provide a Monitoring Service and/or Security Services and/or to supply and install Equipment at the Customer's Premises.
- C.** This Agreement is between the Customer, USA and Guarantor (if applicable) and all parties agree to do all things reasonably necessary or desirable to give full effect to this Agreement.

TERMS AND CONDITIONS

1. DEFINITIONS

Additional Fees means the Fees payable by the Customer, as specified in Schedule 1, for any of the additional Security Services selected by the Customer.

Agreement means this agreement between USA and the Customer for the provision of the Security System, monitoring, alarm response and any other related services.

Alarm Patrol Officer means the person who attends the Customer's Premises in response to an Alarm Signal.

Alarm Response Services means the actions which USA will follow in the event of an Alarm Signal, as specified in Schedule 3.

Alarm Signal means a signal received from the Customer's Security System at USA's Monitoring Centre which is not identified by code or signal as an authorised entry to the Customer's Premises.

Claim means a claim, cause of action, proceeding or demand, liability, suit, investigation or audit arising at law, in equity or under statute.

Cost means any cost, charge, expense, damage, loss, injury, fine, penalty, interest or similar item incurred by a party under this Agreement.

Commencement Date means the date that this Agreement has been signed by the Customer and a representative of USA, as specified in Schedule 1.

Customer means the person for whom USA provides whole or partial Security System, Equipment installation and/or Monitoring Service, Security Services and related services.

Customer/s Premises means the address at which the Security System is installed or other services are carried out in accordance with this Agreement, as specified in Schedule 1.

Data Transmission means the electronic exchange of information between two (2) data processing points.

Decommissioning Fees means payable for the decommissioning of any Equipment.

Duress Alarm Services means the provision of a device which connects users to other personnel and the USA Monitoring Centre.

Early Termination Fees means the Fees payable by the

Customer in accordance with this Agreement, as specified in Schedule 1.

Emergency Services means the providers of emergency services such as the Police, the Fire Brigade and Ambulance services.

Equipment means the alarm and monitoring systems to be installed on the Customer's Premises by USA as specified in Schedule 1.

Equipment Fees means the Fees payable by the Customer for the Equipment, whether for hire or for purchase, in accordance with Schedule 1.

Existing Security System means a security system already installed at the Customer's Premises prior to the time of entry into this Agreement.

Fees includes any fee or charges payable under this Agreement, including without limitation, fees or charges for Monitoring Services, Security Services, Equipment or Additional Fees as listed in Schedule 1.

Force Majeure Event means any event or circumstance not within the control of a party and which by the exercise of reasonable care, that party is not able to prevent or overcome.

GPS Monitoring Services means the use of the Global Positioning System space-based navigation system to locate the Customer including the Data Transmission to the USA Monitoring Centre.

GST means the goods and services tax as defined in the GST Act.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and includes other GST related legislation and regulations under the legislation, as amended from time to time.

Initial Term means the period specified in Schedule 1.

Installation Fee means the fee payable by the Customer for installation of the Equipment, as specified in Schedule 1.

In Writing includes communication sent by letter, facsimile, transmission, email or other electronic communication ordinarily used in the course of USA's business;

Monitoring Fee means the fee payable by the Customer for the Monitoring Services as specified in Schedule 1.

Monitoring Service is the monitoring of alarm signals from the Security System (and/or if applicable the Existing Security System) and responding to those signals in accordance with the requirements of this Agreement.

Nominated Contact means a person nominated, in Schedule 2, by the Customer who may be contacted by USA at any time in the event of an Alarm Signal.

Non-Return Fees means the Fees payable by the Customer, as specified in Schedule 1, for the non-return of any Equipment.

PPSA means the Personal Property Securities Act 2009 (Cth).

PMSI means a Personal Money Security Interest as defined in the PPSA.

PPSR means the Personal Property Securities Register.

Representation means any representation, warranty, information, promise or undertaking, statement (express or implied), arrangement, document, conduct or forecast.

Response Fee means the fee payable by the Customer to USA for each Alarm Signal response requested by Customer or Nominated Contact.

Routine Maintenance means an annual inspection and testing of the **Equipment** (and/or the Existing Security System) to be conducted by USA on or about each anniversary of the Commencement Date but excluding any repairs and maintenance (including replacement parts) which that inspection identifies is required for the Equipment (and/or if applicable Existing Security System).

Routine Maintenance Fee means the fee payable by the Customer for the Routine Maintenance conducted by USA, as specified in Schedule 1.

Security Services means any services, in addition to the Monitoring Services, selected by the Customer in Schedule 1.

Security System means the Customer's security alarm system, wholly or partly supplied, installed and/or monitored by USA, including all necessary wiring and ancillary items, any communication device and such further or other equipment in substitution or in addition as USA may, with the concurrence of the Customer, consider necessary or appropriate.

Service Fees means any fee payable under this Agreement, as applicable, including without limitation, any Fees and charges listed in Schedule 1.

Telecommunications Carrier means the communications carrier engaged by the Customer that provides the Data Transmission services to enable the Monitoring Service and/or Security Services to be provided to the Customer.

Telecommunications Network means the signal transmission nominated by the Customer at their nominated premises.

USA Monitoring Centre means the premises from which, from time to time, USA monitors signals from the Security System, including from the Equipment (and/or the Existing Security System).

Visual Verification Services means the provision of a USA operator viewing from the USA Monitoring Centre, footage from the Security System, Equipment and/or Existing Security System located at the Customers Premises resulting from an Alarm Signal.

Warranty Period means the period specified in Schedule 1.

2. INTERPRETATION

2.1. Headings used in this Agreement are inserted for convenience of reference only and do not affect the interpretation of this Agreement ;

2.2. A statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them ;

2.3. A person denotes and includes an individual, a firm, an entity, executors, administrators, successors in title and assigns, a body corporate, an unincorporated association, a joint venture and an authority ;

2.4. If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day ;

2.5. Any term, or part thereof, of this Agreement which is illegal, void or unenforceable may be severed to the extent that it is illegal, void or unenforceable. Remaining terms, or parts thereof, of this Agreement are not affected and continue to be enforceable ;

2.6. This Agreement constitutes the sole and entire agreement between the parties and a Representation or other term or condition of any nature not contained or recorded in this Agreement has no effect ;

2.7. No condition in this Agreement may be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the condition in the Agreement ;

2.8. Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreement as changed, novated or replaced, and words denoting one gender include all genders ;

2.9. Grammatical forms of defined words or phrases have corresponding meanings ;

2.10. Parties must perform their obligations on the dates and times fixed by reference to the capital city of New South Wales ;

2.11. References to an amount of money are a reference to the amount in the lawful currency of the Commonwealth of Australia.

2.12. If a party consists of 2 or more persons, this Agreement benefits and binds them separately and together.

3. GENERAL

3.1. Time is of the essence in this Agreement.

3.2. This Agreement may be executed in counterparts, each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the Agreement will be the date on which each counterpart is executed by the last party.

3.3. Each party has relied entirely on its own enquiries in

entering into this Agreement which contains the whole agreement between them superseding all prior oral and written communications.

3.4. This Agreement may only be amended or modified by an instrument, In Writing, executed and signed by both parties.

3.5. The rights and obligations of each party under this Agreement are personal, except as provided for by this Agreement. No party may assign, encumber or otherwise deal with such rights and obligations without the prior consent, In Writing, of all other parties.

3.6. Any party to this Agreement who is the trustee of a trust also enters into this Agreement in its own personal right and capacity.

3.7. This Agreement is governed by the laws of New South Wales and both parties irrevocably submit to the non-exclusive jurisdiction of the courts of this jurisdiction.

3.8. The parties agree that in entering into this Agreement, they have not relied on any Representation (except for those disclosed in this Agreement) made by any person, and have relied on their own enquiries, in relation to the subject matter of this Agreement.

4. CUSTOMER ACCEPTANCE

4.1. The person signing this Agreement warrants that they are authorised to do so on behalf of the Customer and that:

- a) they have read and accepted the terms and conditions of this Agreement;
- b) they have received statements/notices as prescribed by the law;
- c) they promise that the Customer and payment details disclosed are correct;
- d) they authorise the collection, use and disclosure of any information obtained in connection with this Agreement for commercial purposes; and
- e) a commission may be paid to any person who introduces the Customer.

5. TERM

5.1. This Agreement is entered into for the duration of the Initial Term.

5.2. This Agreement will continue automatically after the expiration of the Initial Term until such time as the parties terminate this Agreement pursuant to the conditions contained herein.

6. COOLING OFF PERIOD

6.1. This Agreement may be subject to a cooling off period in accordance with the applicable legislation regarding unsolicited consumer agreements (as defined in the Competition and Consumer Act 2010).

6.2. The parties agree that there is no cooling off period where the 'YES' selection has been made in Schedule 1.

6.3. Where a cooling off period applies:

a) USA will not accept any payment during the cooling off period;

b) USA will not provide any of its' Monitoring Services, Security Services or Equipment during the cooling off period; and

c) The Customer may cancel this Agreement within this period without penalty by giving USA notice In Writing.

7. TERMINATION

7.1. The Customer may terminate this Agreement:

a) If the Customer has requested USA to supply and install Equipment and the Equipment is not installed within sixty (60) days from the Commencement Date provided that:

- i. this time will be extended by one day for each day USA is delayed (as reasonably determined by USA) by the act or omission of the Customer or a Force Majeure Event; and
- ii. the right to terminate under this clause will cease to be capable of exercise if USA has begun installation of the Equipment ;

b) at any time during the cooling-off period, if applicable;

c) if USA has committed a substantial breach of its obligations and USA has not commenced rectification within fifteen (15) days of notification In Writing to USA, provided always that all outstanding amounts due by the Customer under this Agreement which remain unpaid to USA, if any, become immediately due and payable on the date of termination;

d) in the event that USA becomes insolvent, bankrupt or enters into a scheme of arrangement with its creditors (other than on solvent terms) or goes into administration, receivership or liquidation or ceases to carry on business;

e) the Equipment is irreparably damaged or destroyed by the act or omission of USA; and

f) if USA is in breach of any other obligation under this Agreement or at law and has failed to remedy that breach within fifteen (15) days of notice from the Customer requiring the breach to be remedied.

7.2. USA may terminate this Agreement by giving the Customer fifteen (15) days prior notice, In Writing, and will be entitled to charge the Customer the Early Termination Fees if:

a) the Customer is more than seven (7) days late in making a payment due under this Agreement and fails to remedy that breach within seven (7) days of notice from USA;

b) the Customer is in breach of any other obligation under this Agreement and has failed to remedy that breach within seven (7) days of notice In Writing from USA requiring the breach to be remedied;

c) USA is unable to obtain or retain the necessary rights, consents or permits for the transmission of signals between the Customer's Premises and the USA Monitoring Centre;

d) the Customer becomes insolvent, bankrupt or enters into any arrangement with its creditors (other than on solvent terms) or goes into bankruptcy, administration, receivership or liquidation; or

e) either the Equipment or the connection to the Customer's Premises is irreparably damaged or destroyed by any cause.

7.3. USA may terminate this Agreement, without reason, at any time by giving the Customer ninety (90) days prior notice, In Writing.

7.4. As otherwise provided in the Agreement for the avoidance of doubt, termination under this clause shall be without prejudice to any rights that may have accrued for either of the parties before termination and all sums due under this Agreement shall become payable in full on the date of termination.

7.5. Either party may terminate this Agreement without reason with ninety (90) days' notice, after the expiration of the Initial Term.

7.6. In the event of termination of this Agreement or if the Customer otherwise breaches any provision of this Agreement:

- a) USA shall have the immediate right to take possession of any Equipment that USA has hired to the Customer;
- b) the Customer grants to USA a licence to enter the Customer's Premises where the Equipment may be located in the name of the Customer and to exercise any right to possession;
- c) the Customer shall pay to USA all expenses reasonably and properly incurred by USA in repossessing, or attempting to repossess, Equipment and shall otherwise indemnify USA against all Costs howsoever incurred and arising out of the Customer's breach.

8. TERMINATION FEES

8.1. If this Agreement is terminated by the Customer at any time during the Initial Term, except as pursuant to clause 7.1, then the Customer will be liable for payment of the following to USA:

- a) Early Termination Fees;
- b) Decommissioning Fees; and
- c) Non-Return Fees, if applicable.

8.2. If this Agreement is terminated by the Customer at any time after the Initial Term, then the Customer will be liable for payment of the following to USA:

- a) Decommissioning Fees; and
- b) Non-Return Fees, if applicable.

8.3. If this Agreement is terminated by USA at any time during the Initial Term, then if termination is:

- a) pursuant to clause 7.2, the Customer will be liable for Early Termination Fees, Decommissioning Fees and Non-Return Fees, if applicable; or
- b) pursuant to clause 7.3, the Customer will not be liable for Early Termination Fees but may be liable for Decommissioning Fees and/or Non-Return Fees.

8.4. The Customer warrants that it will indemnify USA against any and all Costs and Claims, howsoever arising, if the Customer does not pay any and all Fees associated with terminating this Agreement, decommissioning

Equipment and/or return, or lack thereof, of USA owned Equipment.

9. USA OBLIGATIONS

9.1. For the duration of this Agreement, USA agrees to:

- a) provide the Monitoring Services in accordance with this Agreement;
- b) provide any other Security Services as selected by the Customer, in accordance with this Agreement;
- c) supply and install the Equipment in accordance with clause 12, if applicable;
- d) educate the Customer on how to use the Equipment in accordance with clause 12, if applicable; and
- e) operate the USA Monitoring Centre in accordance with clause 13.

10. CUSTOMER OBLIGATIONS

10.1. For the duration of this Agreement, the Customer agrees to:

- a) Pay all Fees to USA in accordance with the terms and conditions of this Agreement, including any Decommissioning Fees and/or Non-Return Fees payable following termination of this Agreement, without set off or deduction;
- b) Effect and maintain suitable insurance coverage over the Customer's Premises, including any Equipment hired from USA;
- c) Obtain any landlord approval, if applicable, before installation of any Equipment;
- d) Obtain, and provide to USA, a consent form from the registered proprietor of the Customer's Premises for USA to install Equipment, if applicable, and provide the Monitoring Services and/or Security Services on the Customer's Premises if they are not the registered proprietor of such premises;
- e) Provide USA safe access, as may be requested, to the Customer's Premises to enable installation, service and maintenance of the Equipment and provision of the Monitoring Services;
- f) Provide a 240-volt power point for the connection of power to the Equipment;
- g) Keep the Equipment in good order and repair, except for ordinary wear and tear, including ensuring that is properly serviced and that it is not removed, repaired, modified or interfered with, without the prior consent of USA;
- h) Immediately contact the USA Monitoring Centre:
 - i. To report any stolen, lost, destroyed or damaged Equipment;
 - ii. When any contact information for any of the Nominated Contacts changes;
 - iii. Prior to any change in Carrier;
 - iv. Prior to any change in payment method; or
 - v. If the Carrier restricts the provision of Data Transmission services.
- i) Take all necessary precautions to prevent false alarms;
- j) Pay all costs associated with any emergency services having to attend the Customer's Premises;

- k) at all times, do all acts, matters and things reasonably necessary to safeguard and protect USA's title to the Equipment, if applicable; and
- l) Abstain from make any additions or replacements to the Equipment, without the prior consent of USA, In Writing.

11. FEES

11.1. The Customer must pay USA, without set off or deduction:

- a) Monitoring Fees for the Monitoring Services;
- b) Service Fees for the Security Services, as applicable;
- c) Response Fees, as applicable;
- d) Installation Fees, as applicable;
- e) Equipment Fees, as applicable; and
- f) Additional Fees, as applicable.

11.2. If the Customer elects to receive any additional Security Services, then the Customer must also pay USA the Additional Fees in addition to any Service Fees and/or Equipment Fees.

11.3. The Service Fees are fixed for the Initial Term. Following expiration of the Initial Term, USA reserves the right to change the Service Fees at their discretion but will provide the Customer with one (1) months written notice of any change.

11.4. Without in any way limiting or affecting any other rights that USA may have either pursuant to this Agreement or under common law, statute or equity, if the Equipment hired by USA to the Customer is damaged, lost, stolen or destroyed whilst under hire from USA, then:

- a) USA may, elect, in its sole discretion, to repair the Equipment, in which case the Customer shall pay USA, in addition to any monies which may be payable under this Agreement, such Fees or charges as may be specified by USA from time to time at its current rates, within 7 days from the date of an invoice from USA claiming such Costs; and
- b) the Customer shall pay to and otherwise indemnify USA against any other Costs which may be incurred by USA as a result of such damage, loss, theft or destruction.

11.5. The Customer must pay USA, in addition to any other amount payable under this Agreement, by way of liquidated damages, a sum equivalent to the current cost of a similarly installed system as calculated by USA, discounted 15% each year after the first year of installation if:

- a) the Equipment is not returned to USA within 14 days of the date advised by USA; or
- b) for any reason, USA cannot take possession of the Equipment in accordance with clause 7.6; and

11.6. The Customer acknowledges that the amount payable under this clause is a genuine pre- estimate of the loss that would be suffered by USA if the Equipment is not returned by the date advised by USA.

12. EQUIPMENT

12.1. This clause 12 will only apply if the Customer has

selected the Equipment Installed option on Schedule 1.

Supply and Installation

12.2. USA will supply and install the Equipment to the Customer's Premises in accordance with mandatory regulatory requirements and manufacturer instructions.

12.3. The Customer must supervise the installation of the Equipment and determine its readiness for operation at the Customer's Premises.

12.4. Following installation, the Customer will be responsible for any structural alterations to the Customer's Premises and for any necessary repairs or upgrades to any pre-existing equipment of similar nature.

USE

12.5. The Customer must use the Equipment in accordance with any instructions provided by USA and must not use the Equipment in a manner contrary to those instructions.

12.6. The Customer must not remove from, alter or interfere with, damage or disassemble the Equipment or do anything which might be reasonably expected to prevent its normal operation.

12.7. The Customer must not allow any person to undertake any work in respect of the Equipment unless:

- a) that person is properly licensed in accordance with all applicable laws and competent to undertake the relevant work; and
- b) USA has provided consent to the Customer, In Writing, for that person to undertake the relevant work.

12.8. For the purposes of clause 12.7, the parties agree that USA's decision regarding consent will be made in USA's sole discretion.

Title and Risk

12.9. In relation to any Equipment owned by USA but supplied and installed at the Customer's Premises, including any Equipment which has been purchased by the Customer from USA but has not yet been paid for in full, the full legal and equitable ownership and title to the Equipment remains vested with USA at all times, even if attached to land. The risk of the Equipment in these cases, remains with USA until such time that it is installed at the Customers Premises. Upon installation, the risk of the Equipment transfers immediately to the Customer.

12.10. In relation to any equipment owned by the Customer but used by USA to provide Monitoring Services, the full legal and equitable ownership, title and risk to and in the equipment is retained by the Customer.

TESTING

12.11. USA recommends that the Customer test the Equipment in accordance with testing instructions provided by USA from time to time at intervals not exceeding 6 months.

12.12. Where the Equipment is divided into zones, the Customer must test each zone and must notify USA prior to a test being conducted.

12.13. If the Customer fails to advise USA that a test is being conducted and USA responds to any alarm activated during a test, the Customer will be liable for any fee incurred for a security patrol dispatched by USA, the rates for any other services provided by USA in responding to the alarm (as those rates are set by USA from time to time) and any third party costs incurred by USA in responding to the alarm.

12.14. The Customer must immediately report to USA any fault discovered by the Customer during Equipment testing.

REPAIR

12.15. Upon request from the Customer, USA will undertake such repair and maintenance of the Equipment and supply and installation of replacement parts as necessary to rectify any damage or correct any failure of the Equipment if:

- a) the Equipment is damaged (whether due to accident, breach by the Customer of this Agreement, third party interference (including a third party gaining unlawful or unauthorised entry into the Customer's Premises) or otherwise);
- b) the Equipment fails to operate (either at all or in the manner contemplated by this Agreement and the specifications for the Equipment); or
- c) parts of the Equipment require replacement ; provided the repair, maintenance or replacement is reasonably possible.

12.16. The Customer must pay USA, at USA's standard rates as set by USA from time to time, for any repair, maintenance, supply and installation undertaken by USA and such payment will be due at such time determined by USA on a case by case basis.

12.17. The Customer also bears the sole cost, risk and expense for any replacement part of an Equipment item, including without limitation, batteries and light globes.

12.18. Notwithstanding the above subclauses, the Customer does not have to pay USA for repairs or maintenance where the Equipment is damaged solely as a result of USA actions or omissions.

13. SERVICES

Monitoring Services

13.1. USA will provide the Monitoring Services to the Customer for the duration of this Agreement.

13.2. The Customer acknowledges that USA may be unable to provide the Monitoring Services (and to the extent permitted by law has no liability for inability to provide the Monitoring Services) where:

- a) there is a failure or interruption in electricity supply at the Customer's Premises or at the USA Monitoring Centre;
- b) there is a failure in the operation of telecommunications infrastructure; or
- c) a Force Majeure Event has occurred.

13.3. USA warrants to operate the USA Monitoring Centre

24/7, including maintaining a log of signals. The parties agree that the log will be conclusive evidence of the signals received by the USA Monitoring Centre and the action taken by USA in response to those signals.

13.4. USA's obligation to provide the Monitoring Services will cease at the expiration or termination of this Agreement and the Customer will have no Claim against USA of any nature on account of a failure by USA to provide the Monitoring Services in respect of any time period after the expiration or termination of this Agreement.

ALARM RESPONSE SERVICES

13.5. Subclauses 13.6-13.9 inclusive, will only apply if the Customer has selected the Alarm Response Services option in Schedule 1.

13.6. Alarm Response Services will be dispatched only in accordance with Schedule 3.

13.7. Each Alarm Response Service will be charged at the Alarm Response Services provider's standard rates for those services at the time of request unless otherwise specified. Current standard rates are available on request and generally comprise a call out flat fee and a per minute charge rate for attendance at the Customer's Premises.

13.8. THE ALARM PATROL OFFICER WILL NOT:

- a) apprehend offenders where there is a potential safety risk or enter an area of potential risk; or
- b) in cases where the Alarm Patrol Officer does not hold keys to the Customer's Premises, enter the Customer's Premises including entry through secured gates or into areas where access cannot be gained, or re-arm the Equipment or Existing Security Equipment.

13.9. If emergency services are required to attend the Customer's Premises for any reason, any Fees or charges imposed by said emergency services will be the responsibility of the Customer.

GPRS MONITORING SERVICES

13.10. Subclauses 13.11-13.13 inclusive, will only apply if the Customer has selected the GPRS Monitoring Services option in Schedule 1.

13.11. USA will provide the GPRS Monitoring Services.

13.12. The Customer acknowledges that the provision of the GPRS Monitoring Services may be interrupted and may not be error-free.

13.13. USA shall not be liable for any loss or damage sustained or incurred by the Customer in the course of USA providing the GPRS Monitoring Services, including without limitation any loss or damage suffered or incurred as a result of or in relation to the failure to receive or transmit any data or the receipt or transmission of incorrect data, including relating to or resulting from, whether directly or indirectly, any defect, error or malfunction in the Telecommunication Network.

DURESS ALARM SERVICES

13.14. Subclauses 13.15-13.16 inclusive, will only apply if the

Customer has selected the Duress Alarm Services option in Schedule 1.

13.15. USA will provide the Duress Alarm Services.

13.16. The Customer acknowledges and agrees that an Alarm Signal which prompts Duress Alarm Services will not result in automatic notification to emergency services or their attendance at the Customer's Premises.

VISUAL VERIFICATION OPTION

13.17. Subclauses 13.18-13.20 inclusive, will only apply if the Customer has selected the Visual Verification Services option in Schedule 1.

13.18. USA will provide the Visual Verification Services.

13.19. The Customer must provide and will be solely responsible for a connection that is always on and of sufficient bandwidth to enable the immediate transmission of CCTV footage from the Customer Premises to USA in the event of a signal. The Customer acknowledges that USA is not responsible for any failure to provide Visual Verification nor will it be in breach of this Agreement where such failure arises as a result of the CCTV footage not being immediately transmitted to USA in the event of a signal.

13.20. The Customer will be solely responsible for complying with any legislative or regulatory requirements, such as signage within the Customer Premises and indemnifies USA in respect of all liability thereof.

ADDITIONAL SERVICES

13.21. If the Customer at any time requests that USA provide them with any additional Security Services, then such request must be given to USA in writing. Upon receipt of any such request, USA will advise the Customer of any Fees payable and the supply of any additional Security Services will be governed by this Agreement.

14. PAYMENT

14.1. The Customer must elect their preferred form of payment in Schedule 4.

14.2. If the Customer makes an election to pay by credit card or direct debit, the Customer must complete the relevant details as specified in Schedule 4. The Customer's credit card or nominated financial account is debited monthly in advance for any Monitoring Services and/or Security Services.

14.3. If the Customer makes an election to receive invoices, then the Customer must pay each invoice by the due date and in the manner shown on the invoice without setoff, deduction or discount of any kind and regardless of frequency.

14.4. If any Fees are not paid by the Customer by the due date, USA reserves the right to charge interest, calculated daily, on the balance of any outstanding amount owed to them, at a rate of 12% per annum, from the due date until payment.

15. CUSTOMER ACKNOWLEDGEMENTS

15.1. The Customer acknowledges that:

- a) USA is not, under this Agreement, an insurer and the installation of any Equipment, the provision of Security Services and/or Monitoring Services, undertaking of Routine Maintenance and supply of all other goods and services under this Agreement are not a substitute for insurance coverage;
- b) USA cannot commence the Security Services and/or Monitoring Services until such time as the Equipment is fully installed, despite this date not necessarily being the same as the Commencement Date;
- c) the Monitoring Services, Security Services and installation of the Equipment at the Customer's Premises are not, and cannot be, guaranteed to deter or prevent unauthorised entry, personal injury or loss or damage at the Customer's Premises;
- d) USA may vary this Agreement, including without limitation the Fees, from time to time, provided that it gives the Customer fourteen (14) days prior notice, In Writing, of any such change;
- e) the Fees are based on the value of the Equipment, the Monitoring Services and/or Security Services and are not related to the value or nature of the Customer's property or the property of others located on the Customer's Premises;
- f) the performance of the Security System, Equipment, the Existing Security System, the Monitoring Services and/or the Security Services can be affected by equipment and telecommunication services which are provided to the Customer by Carriers or other third party providers;
- g) the performance of the Security System, Equipment, the Existing Security System, the Monitoring Services and/or the Security Services may be affected by environmental conditions (separately or in any combination) such as weather, temperature, geographical location, humidity, dust, dirt, debris, insects, the presence of pets or other animals and USA is not liable in any way for any defect, fault, damage or malfunction of the Security System, Equipment, Existing Security System, the Monitoring Services and/or Security Services caused by or contributed to by such environmental conditions;
- h) the Customer's obligation to make payments for the supply of the Equipment, whether hired or purchased, is unconditional and continues despite any breakdown, loss or theft of, or damage to, the Equipment;
- i) it has not relied on any Representation made by, or on behalf of USA, other than as expressly set out in this Agreement;
- j) if it does not maintain a Data Transmission service which facilitates the transmission of signals from the Customer's Premises to the USA Monitoring Centre, then the Customer will be in breach of this Agreement;
- k) the Security System (including any Existing Security System and Equipment supplied and/or installed by USA for the purpose of monitoring) must be decommissioned upon termination of this Agreement for any reason, otherwise the Customer may continue to incur telephone

- or telecommunications charges;
- l) it is USA's sole responsibility to decommission the Security System, Equipment or Existing Security System and that the cost of decommissioning equipment is not included in the Service Fees or Equipment Fees payable under this Agreement;
- m) USA is not responsible for any repairs or damage caused to the Customers Premises on decommissioning of the Equipment, including without limitation repairing holes in walls or damaged paint;
- n) USA may complete any credit checks it wishes to make in respect of the Customer;
- o) any quotation provided by USA shall remain valid for acceptance up to thirty (30) days from the quotation date; and
- p) it will be in breach of this Agreement if it vacates the Customer's Premises during the term of this Agreement, including during automatic extension, without prior notification to USA.

16. ASSIGNMENT

16.1. The rights and obligations of the Customer under this Agreement may not be assigned, except with the prior written consent of USA, in its sole discretion.

16.2. If the Customer requests assignment pursuant to the above clause 16.1 and USA consents, the Customer will be liable to pay any and all applicable Fees as determined by USA at the time of assignment.

16.3. The rights and obligations of USA under this Agreement may be assigned, in full or in part, by giving prior written notice to the Customer. Thereafter, the rights and obligations so assigned shall apply between the Customer and the nominated party.

17. RELOCATION

17.1. The Customer may relocate to a new site and continue using the Monitoring Services and/or Security Services, provided that:

- a) The Customer gives USA prior notification In Writing; and
- b) The Customer pays all applicable Fees in accordance with the standard rates of USA as at the transfer date.

17.2. In the event that the Customer relocates pursuant to sub clause 17.1, the parties agree that:

- a) This Agreement will remain in force, except for necessary amendments which may be negotiated including in respect of Fees and dependent on requirements of the new site; and
- b) USA will not be liable for the cost of any repairs to the Customers Premises caused by the removal of the Equipment.

18. NOMINATED CONTACTS

18.1. Where USA contacts a person using the phone number for a Nominated Contact provided by the Customer, then USA will ask the person who answers the phone to confirm that they are that Nominated Contact.

If the person (or another person to whom the call is transferred) answers that they are the Nominated Contact then USA may proceed on the basis that the person is the Nominated Contact and all instructions and directions given by that person to USA are binding on the Customer as if those instructions and directions were given by the Customer.

18.2. The Customer is solely responsible for notifying, and must notify, USA of any changes to its Nominated Contacts and the contact details for those Nominated Contacts from time to time. Unless otherwise agreed by USA, such notification must be provided In Writing and in such format as reasonably required by USA from time to time.

18.3. If The Customer, at any time, fails to have three (3) Nominated Contacts, they will be in breach of this Agreement.

19. GST

19.1. Unless otherwise provided in this Agreement, any monies payable under this Agreement have been calculated without regard to GST.

19.2. Any amount which is payable on account of GST as a consequence of any supply made under this Agreement is to be paid to the party making the supply at the same time as payment is made for the relevant supply.

20. NBN

20.1. The Customer acknowledges that:

- a) the NBN rollout may impact the ability to use a phone line (PSTN connection) for monitoring of signals;
- b) if the Customer's monitoring is via a PSTN connection then once the NBN is activated in the Customer's suburb USA may require the Customer to change its Telecommunication Network to another communication technology (such as internet) to allow USA to provide the Monitoring Services;
- c) any costs associated with a change to the Customer's Telecommunication Network shall be paid by the Customer; and
- d) it shall contact USA prior to the NBN roll out in its suburb so that the parties can discuss the options available for monitoring.

21. DISPUTE RESOLUTION

21.1. If a dispute arises, before any proceeding is commenced, the party claiming that a dispute has arisen must give fourteen (14) days' notice to the other party setting out the dispute and seeking discussion and compromise to resolve the dispute.

21.2. If after fourteen (14) days the dispute is not resolved, then it must be referred to mediation on the same terms as those ordered by the Supreme Court of New South Wales and the costs of the mediation will be borne by the parties equally.

21.3. Notwithstanding the preceding provisions of this clause, the parties must continue to perform their obligations under this Agreement pending resolution of the dispute.

21.4. Nothing in this clause will prevent either party from seeking urgent interlocutory relief.

22. PRODUCT WARRANTY

22.1. USA warrants that, if the Equipment is supplied by USA, the Equipment will be free from defects for the Warranty Period and USA will perform all works necessary to rectify such defects during the Warranty Period.

22.2. The Customer shall inspect all Equipment upon delivery, and must, within five (5) business days of delivery, give notice to USA if the Equipment or any part thereof is not in accordance with this Agreement.

22.3. If the Customer experiences any operational faults or defects in the Equipment during the Warranty Period, the Customer must contact USA as soon as possible to permit USA to carry out the necessary works. Any Equipment or part thereof that is proved to be defective will be repaired or replaced by USA at its option, at no cost to the Customer.

22.4. The Customer acknowledges and agrees that the Equipment warranty provided under this Agreement does not cover:

- a) any defect, fault, damage or malfunction caused by the Customer's failure to regularly maintain and test the Equipment in accordance with the applicable Australian Standards and the manufacturer's recommendations;
- b) fair wear and tear;
- c) any defect, fault, damage or malfunction caused by the Customer's negligence, fault, neglect, abuse or incorrect installation, connection or use of the Equipment or as a result of vandalism, fire, water damage, power surge, lightning, electrical storm or any other circumstance outside of USA's control or that of the manufacturer; or
- d) any defect, fault, damage or malfunction caused by the Customer's failure to replace consumables required for the use and operation of the Equipment (such as, without limitation, batteries or light bulbs).

23. LIABILITY

23.1. To the full extent permitted by law:

- a) the Customer acknowledges and agrees that USA will have no liability for any Representation that is not expressly contained in this Agreement, subject to the consumer guarantees and other provisions of the Australian Consumer Law (if applicable);
- b) where USA breaches any obligation under this agreement, USA shall at its election:
 - i. re-supply the Equipment, the Monitoring Services and/or Security Services; or
 - ii. refund to the Customer the Fees paid for Security Services not performed or performed incorrectly;
 - iii. pay to have the Security Services supplied again or for the replacement, repair or repayment of the Equipment, up

to a maximum total value of the Fees paid by the Customer ;

c) the Customer agrees that any liability of USA will be reduced to the extent that any non-performance, defective performance, loss, damage or expense was caused or contributed to by the Customer or a third party including through breach of this Agreement, negligence, fault, lack of care or through any other act or omission of the Customer, its employees, subcontractors and agents or a third party;

d) all warranties, terms and conditions in relation to the Equipment and the supply of goods and services under this Agreement which may otherwise be implied by use, statute or otherwise are excluded;

e) USA has no liability to the Customer for any:

- i. delay in the installation of the Equipment or achievement of the Set- Up Date and the Customer's only remedy for a delay in the installation of the Equipment is to terminate this Agreement; or
 - ii. loss, damage, personal injury, death or theft caused or undertaken by any person who gains unauthorised or unlawful access to the Customer's Premises, irrespective of the means by which such person gains access;
 - iii. loss of profits, revenue, use, opportunity or contract;
 - iv. cost of capital, cost of substitute equipment, facilities or services;
 - v. downtime costs;
 - vi. costs of claims by suppliers to, or customers of, the Customer;
 - vii. liability incurred by the Customer to any third party;
 - viii. increased costs of operating any business undertaken by the Customer;
 - ix. theft of property or vandalism;
 - x. damage caused by third parties;
 - xi. damage caused by fire, explosion or other similar incident at the Customer's Premises (other than fire or explosion directly caused by a technical fault in the Equipment as compared to a fire caused by a third party, electrical faults or faults in other equipment at the Customer's Premises); or
 - xii. indirect, consequential or special loss ;
- and the Customer must indemnify and keep USA indemnified against any costs incurred and losses suffered as a result of these events.

23.2. The Customer indemnifies and keeps indemnified USA against all liability, loss or damage, costs, Fees, charges or expenses arising from:

- a) seizure or forfeiture or other lawful confiscation of Equipment hired from USA;
- b) injury to or death of persons or damage to property directly or indirectly arising out of the use, operation or possession of the Equipment hired from USA;
- c) Claims or Costs incidental to the use, operation or possession of the Equipment hired from USA including in relation to environmental or pollution issues;
- d) any liability USA may incur as owner of the Equipment hired from USA for stamp duty, GST or sales tax;

e) USA exercising a right or doing anything the Customer should have done under this Agreement;
f) any breach by the Customer of the terms of this Agreement.

23.3. Noting that each indemnity is a continuing obligation and independent from the Customer's other obligations under this Agreement and continues in full force and effect after the termination or expiry of this Agreement and further that USA need not incur any expense or make any payment before it is entitled to enforce a right of indemnity.

23.4. Without limitation, and in any event, the parties agree that USA's total aggregate liability to the Customer under this Agreement, whether in contract, tort (including negligence), by way of indemnity or otherwise, will be limited to a maximum amount of the total dollar figure in Fees paid by the Customer to USA during the Initial Term.

24. FORCE MAJEURE EVENTS

24.1. If due performance of any obligation under this Agreement by a party (other than any obligation to pay a sum of money) is prevented, hindered or delayed by reason of a Force Majeure Event then that party will, to the extent permitted by law, be excused from, and will not be liable for failure in, performance of its obligations under this Agreement to the extent performance is so prevented, hindered or delayed and, in the case of delay, the time for performance will be extended accordingly.

25. NOTICES

25.1. A notice or other communication connected with this Agreement has no legal effect unless it is In Writing.

25.2. A notice or other communication to a party must be In Writing and delivered to that party, or that party's practitioner, in one of the following ways:
a) hand-delivered;
b) delivered by agent;
c) sent by facsimile to the parties at the facsimile numbers contained in this Agreement or as the parties may later designate In Writing, after a successful confirmation report is received from the facsimile machine used to send the notice; or
d) sent by email to the party's email address after a successful confirmation or read report is received from the email server used to send the email.

25.3. A notice is regarded as being sent by the sender and received by the addressee if:

- by delivery in person or by being left at the party's address for service, upon delivery;
- by post, two (2) business days from, and including, the date of posting by ordinary prepaid post in respect of an address for service within the Commonwealth of Australia and twenty-one (21) business days in respect of any other address; or
- by fax or email, when legibly received by the addressee, with receipt being evidenced by a report generated by the senders machine confirming uninterrupted transmission ;

but, if the delivery or receipt occurs on a day which is not a business day or at a time after 5.00pm (both on the day and tie being in the place of receipt) it is regarded as having been received at 9.00am on the following Business Day.

26. ADDRESS FOR SERVICE

26.1. The USA address for service and email address are set out below:

ADDRESS: 30 Regent Crescent, Moorebank NSW 2170

PHONE: 1300 850 951

EMAIL: info@ultimatesecurity.com.au

26.2. The Customer's address for service and email address are as set out in Schedule 1.

26.3. A party may change its address for service of notice by giving notice, In Writing, of that change to each other party.

27. PRIVACY

27.1. USA discloses that personal information is collected for the primary purpose of processing orders and providing the Monitoring Service.

27.2. The Customer acknowledges and consents that:

- USA, or its nominee under assignment, may use the Customer's personal information in the ordinary course of business or as otherwise required by law; and
- USA, or its nominee under assignment, may disclose the Customer's personal information to other service providers, related companies of USA and governmental bodies, including emergency services, as required.

27.3. USA may record telephone conversations with the Customer, or any Nominated Contact, and the USA Monitoring Centre. The Customer consents to the disclosure by USA of those recordings to any Emergency Service or other law enforcement body or any other government investigatory body and the use by USA of those records in legal proceedings.

28. PPSA SECURITY INTEREST

28.1. Retention of title, as described in clause 12, shall constitute a PMSI by the Customer in favour of USA in respect of all present and after-acquired Equipment supplied to the Customer by USA.

28.2. For the avoidance of doubt, for the purposes of PPSA, there is an intention by clause 12 that a PMSI is created for the benefit of USA.

28.3. The Customer agrees that USA may register any PMSI created by this Agreement on the PPSR.

28.4. The Customer must immediately, if requested by USA, sign any documents and/or provide any documents and do all things required by USA to ensure the PMSI is a perfected security interest.

28.5. The Customer waives any rights it may have in respect to:-

- Receiving a verification statement in respect of any financing statement or financing change statement (as these terms are defined in the PPSA) registered by USA in

respect of any Equipment.

b) Applying to a court for an order concerning the removal of an accession under s97 of the PPSA.

c) Receiving any notices the Customer would otherwise be entitled to receive under ss 95, 118, 121, 130 or 135 of the PPSA.

28.6. The Customer and USA agree that in so far as the provisions of Chapter 4 of the PPSA are for the benefit of the Customer or place an obligation on USA, those provisions will apply only to the extent that they cannot be contracted out of or to the extent that USA otherwise agrees In Writing.

29. CHARGE

29.1. As security for any of the amounts due to USA from time to time, the Customer charges all of its legal and equitable interest (both present and future) of whatsoever nature held in any and all real property to USA.

29.2. Without limiting the generality in the above clause 29.1, the Customer agrees, as beneficial and/or legal owner under Conveyancing Act 1919 (NSW), on request of USA, to execute any documents and do all things reasonably required by USA, to perfect the charge given in clause 29.1, including registering mortgage security over any real property.

29.3. The Customer appoints USA to be the Customer's lawful attorney for the purposes of executing and registering documents, pursuant to the above clause 29.2, and taking all such steps in that regard.

29.4. The Customer indemnifies USA on an indemnity basis against all costs and expenses incurred by the Customer in connection with the preparation and registration of any such steps needed to perfect the security or prepare or register the mortgage documents.

29.5. The Customer consents unconditionally to USA lodging a caveat or caveats noting its interest on any real property.

30. GUARANTEE

30.1. This clause applies only if the Customer is a proprietary company.

30.2. For the purposes of this clause, Guarantor means the directors and shareholders of the Customer, and their executors, administrators and assigns.

30.3. If more than one, each Guarantor will be jointly and severally liable.

30.4. The Guarantor gives this guarantee and indemnity in consideration of USA agreeing to enter into this Agreement.

30.5. THE GUARANTOR:

a) guarantees to USA the punctual payment of all money payable by the Customer under this Agreement and the

Customer's performance of the terms and conditions of this Agreement;

b) indemnifies USA against any Claim or Cost incurred by USA in connection with, or arising from, any breach or default by the Customer of its obligations under this Agreement;

c) warrants to pay on demand any money due to USA under the above indemnity.

30.6. To secure the Guarantor's obligations, under this Agreement, the Guarantor charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor either now or in the future, to secure the performance by the Guarantor of its obligations under this Agreement (including, but not limited to, the payment of any monies).

30.7. The Guarantor acknowledges and agrees that USA shall be entitled, and is hereby authorised, to lodge where appropriate a caveat, against any land owned by the Guarantor, to secure the Guarantor's obligations pursuant to this Agreement.

30.8. The Guarantor irrevocably appoints USA as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause including, but not limited to, signing any document on the Guarantor's behalf.

30.9. If, for any reason, this Agreement is not enforceable by USA against the Customer, in whole or in part, the Guarantor will indemnify USA against all loss, including all money which would have been payable by or recoverable from the Customer, had this Agreement been enforceable against the Customer.

30.10. If the Guarantor has not signed this Agreement, USA may terminate this Agreement by serving a notice within fourteen (14) days after the Agreement date.

30.11. If USA assigns or transfers the benefit of this Agreement, the transferee will receive the benefit of the Guarantor's obligations under this clause.

30.12. The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:

a) the granting of any time, waiver, covenant not to sue or other indulgence;

b) the release or discharge of any person;

c) an arrangement, composition or compromise entered into by USA, the Customer, the Guarantor or any other person;

d) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on USA by this Agreement, a statute, a court or otherwise; or

e) payment to USA, including payment which at, or after the payment date, is illegal, void, voidable, avoided or unenforceable; or the winding up of the Customer.