ROMTECK GRID PTY LTD
TERMS AND CONDITIONS
ALARM MONITORING AGREEMENT

This Agreement sets out the terms and conditions upon which Romteck Grid Pty Ltd ACN 060 150 370 ("RG") has agreed to provide the Customer with alarm monitoring services. The current version of these terms and conditions is published at www.permaconn.com/terms-conditions (or such other website as RG notifies to the Customer from time to time).

1. This Alarm Monitoring Agreement together with any quote, order form or invoice issued by RG that refers to them (together, this "Agreement"), and these terms and conditions contain the entire agreement and understanding between Romteck Grid Pty Ltd ACN 060 150 370 ("RG") and the Customer on the subject matter of this agreement and all prior agreements and representations are superseded by it. If there is any inconsistency, these terms and conditions prevail unless the quote or order form expressly states otherwise.
2. In consideration of the Customer paying the Fees to RG, RG during the term and subject to clause 22, shall use its reasonable endeavours to provide a continuous monitoring service for fire and or alarm signalling systems installed at the Monitored Site ("site") that are connected to RG's Alarm Signalling Equipment ("ASE").
3. This Agreement comes into force immediately when it is signed by RG and the Customer, however the term will not commence until the ASE is installed and connected to the satisfaction of RG (the date it commences being the "Commencement Date").
4. The fees for the Services are as set out in RG's quote, order form or invoice, as varied under clause 9 ("Fees"). The Fees will be invoiced yearly in advance or at such other frequency as RG and the Customer have agreed in writing (including any monthly or quarterly billing arrangement in place before the date of this Agreement), and shall be due and payable within 14 days of the date of the invoice. Except as required by law or as set out in this clause, Fees paid in advance are non-refundable. If this Agreement is terminated (a) by the Customer under clause 15; (b) by RG, other than under clause 13 or 16 or otherwise for the Customer's breach; or (c) due to RG's breach, RG will credit or refund to the Customer, on a pro rata basis, any Fees paid in advance for the period after termination takes effect. RG may also issue a pro rata credit in other circumstances at its discretion.
5. Additional fees or charges imposed by the Fire Brigades due to false alarms from the monitored site, attendance at the monitored site or otherwise in relation to the monitored site ("False Alarm Fees") shall be remitted by RG to the Fire Brigades as the Customer's agent, and the Customer must pay such amount, plus RG's applicable administration fee for processing and administering the False Alarm Fee ("Administrative Fee"), specified on the invoice, within 14 days of the date of the invoice issued by RG in respect of such amounts.
6. If the Monitored Site is located in New South Wales and the Fire Brigades impose false alarm fees or charges, at the request of the Customer RG shall assist the Customer by preparing and lodging with the Fire Brigades an Application to Waive AFA False Alarm Charges but only after any invoice has been issued and paid in accordance with clause 5. RG may charge the Customer a waiver fee for providing such assistance, provided that the fee is disclosed and agreed by the Customer before the assistance is undertaken. Despite clause 32(b), if the Fire Brigades waive and refund any False Alarm Fees the Customer has already paid, RG will credit or refund that amount to the Customer promptly after RG receives it. For the avoidance of doubt, the Administration Fee and/or waiver fee is non-refundable, irrespective of whether the relevant False Alarm Fee is subsequently waived or refunded.
7. Notwithstanding clause 5, any increased or amended Fire Brigades fees or charges for the ongoing monitoring of the site shall be invoiced by RG to the Customer from the date such increased or amended fees or charges take effect and shall be due and payable within 14 days of the date of the invoice.
8. If the Fire Brigades or any Authority having appropriate jurisdiction require RG to perform additional or amended duties or tasks relating to the connection or monitoring of the site then the cost to RG to perform such duties or tasks shall be invoiced by RG to the Customer from the date such duties or tasks are performed and shall be due and payable within 14 days of the date of the invoice.
9. The Fees are fixed for the first 12 months of the Term. On each anniversary of the Commencement Date (including during the Initial

Term, whatever its length), the Fees will increase by the percentage increase in the Consumer Price Index (All Groups, Weighted Average of Eight Capital Cities) published by the Australian Bureau of Statistics for the most recent 12-month period. After the Initial Term has ended, RG may also change the Fees by giving the Customer at least 30 days' written notice of the change and the date on which the changed Fees will take effect. The Customer's continued use of the Services after the changed Fees take effect constitutes acceptance of them. If the Customer gives notice of termination under clause 15 within 30 days after receiving notice of a change to the Fees under this clause, the changed Fees will not apply during that notice period. Amounts payable under clauses 5, 6, 7, 8, 10 and 33 are not Fees for the purposes of this clause and may be invoiced as they arise.

10. Installation of the ASE or termination of the connections of the ASE is only to be carried out by an RG technician or an installer specifically approved in writing by RG. If the Customer fails to prevent others from relocating modifying or otherwise performing works on the ASE or connections to the ASE resulting in damage to the ASE or loss of ASE signals then RG shall be entitled to invoice the Customer for a service charge and or the cost to repair or replace the ASE.
11. The Customer shall use its best endeavours to ensure the ASE is adequately protected from all interference or damage and shall immediately report to RG any damage to the ASE or any apparent defect in the operation of the ASE.
12. The Customer agrees the ASE may be isolated or de-isolated at the discretion of RG if requested by any appropriate authority such as the Fire Brigades. In the event isolation or de-isolation is requested by any other party such as a fire maintenance provider, then RG shall be entitled to assume such a party has the authority of the Customer to request such isolation or de-isolation. Isolation may be for periods not exceeding 24 hours, after which RG may require written confirmation from the Customer isolation should continue. RG will not be liable for any loss in the event of isolation or de-isolation of an ASE pursuant to this clause; nor shall RG be liable for any loss resulting from the ASE being switched into test or isolate mode by a person at the Monitored Site.
13. Notwithstanding any other provision of this Agreement, it will be the responsibility of the Customer to advise RG in writing of any changes to the Monitored Site, the ASE or other changes which may adversely affect the ability of RG to discharge its responsibilities under this Agreement. In the event that the Customer fails to notify RG in writing of such changes within 48 hours of the changes occurring, the Customer is deemed to have waived its rights to rely on the provisions of clause 2 and RG is entitled to terminate this Agreement and if it elects to do so, RG is discharged from its obligations under clause 2.
14. RG may assign or otherwise dispose of or deal with its rights under this Agreement at any time without the consent of the Customer but at the expense of RG.
15. This Agreement continues for the initial term specified in RG's quote, order form or invoice or, if none is specified, 12 months from the Commencement Date ("Initial Term"). Following expiry of the Initial Term, this Agreement shall automatically continue in full force and effect until terminated by either party giving the other party at least 90 days' written notice. Such notice may be given at any time, provided that no termination pursuant to this clause may take effect before expiry of the Initial Term. The Initial Term and any period during which this Agreement continues after it are together the "Term". Termination of this Agreement will not affect rights accrued by either party prior to termination, and any other provisions which by their nature are intended to survive, shall survive the termination or expiration of this Agreement.
16. In the event of non-payment of any invoice by the due date, RG may issue a notice of its intention to disconnect ("Cease Monitoring Notice") requiring payment within 7 days of the date of the Cease Monitoring Notice. If the Customer does not duly comply with the Cease Monitoring Notice, RG may terminate this Agreement and disconnect the ASE without further notice and RG shall be relieved of any or all liabilities whatsoever arising in connection with this Agreement. Any Cease Monitoring Notice will be deemed to have been delivered two days after it is either emailed or posted to the recorded details of the Customer. Termination or disconnection under this clause does not affect the Customer's obligation to pay any Fees or other amounts accrued or payable up to the date of termination, or any other rights or remedies available to RG under this Agreement.
17. If any amount payable by the Customer remains unpaid after the due date, RG may charge interest on the outstanding amount at the rate of 12% per annum, calculated daily on a simple interest basis from the day after the due date. Accrued interest will be added to the Customer's account monthly and is payable on demand. The Customer acknowledges that this rate reflects RG's reasonable costs and legitimate commercial interests arising from late payment and is not intended to operate as a penalty.
18. If RG is required to take debt recovery proceedings against the customer or other proceedings relating to a breach by the Customer of this Agreement, the Customer will pay RG's reasonable costs including legal costs on a solicitor and client basis incurred in taking such proceedings. In debt recovery proceedings such costs shall be in addition to the debt and interest

accrued in respect of the debt and this clause shall survive any termination of this Agreement.

19. RG does not transfer ownership of the ASE to the Customer and in the event of malfunction RG at no cost will repair or replace the ASE during normal business hours. If an ASE requires inspection, repair, maintenance, replacement, removal or disconnection RG employees or its designated agents are to be given immediate free access to the Monitored Site as required by RG. In the event of malfunction, RG will not be responsible for any consequential loss or expense incurred by the Customer or any third party. On termination of this Agreement the Customer irrevocably authorises RG to affect entry to the site to correctly disconnect the monitoring and remove the ASE.
20. RG shall choose the primary communication media to be used by the ASE and during the term of this Agreement RG shall be at liberty to change such communication media provided any such changes shall be at the cost of RG.
21. To the extent permitted by law if RG breaches its obligations under this Agreement by negligence omission or otherwise then the liability of RG to the Customer is limited at the election of RG to supplying the goods or services again or paying the cost of having the goods or services supplied and RG shall not be liable for any consequential loss or loss of profits and the Customer agrees it is reasonable for RG to so limit its liability.
22. RG shall use its reasonable endeavours to provide continuous monitoring but shall not be liable for any failure to so monitor due to natural disaster, water damage, industrial dispute, failure or inability of a communications carrier to provide services, disconnection by the Fire Brigades variation surge or loss of power to the ASE or any other cause beyond RG's reasonable control.
23. Other than changes to the Fees (which are dealt with in clause 9), RG may amend this Agreement from time to time by notice under clause 24, but only where reasonably necessary to:
    (a) Comply with or reflect changes in applicable laws, regulatory requirements or Fire Brigade requirements;
    (b) Reflect changes to technology, systems, communications infrastructure or third-party services used in providing the Services;
    (c) Address security, safety or operational requirements reasonably necessary to provide the Services;
    (d) Reflect changes to the way the Services are delivered, provided those changes do not materially reduce the Services; or
    (e) Make administrative, procedural or other changes that do not materially adversely affect the Customer.
24. RG will publish the current version of this Agreement at the address shown at the start of these terms and conditions. RG will give the Customer at least 30 days' written notice of an amendment under clause 23, and the amendment takes effect on the date specified in the notice. An amendment required to comply with a law or a requirement of the Fire Brigades or any Authority having appropriate jurisdiction, or to address an urgent security or safety risk, may take effect on such shorter notice as is reasonable in the circumstances or as that law or requirement requires. The Customer's continued use of the Services after an amendment takes effect constitutes acceptance of the amended Agreement. RG may give any notice under this Agreement by email to the Customer's most recently recorded email address, by post, or on an invoice, and the Customer must keep its contact details with RG up to date.
25. The Customer acknowledges that if this Agreement was negotiated or arranged on behalf of RG by a 3rd party or that if the Customer was introduced to RG through a 3rd party then such agent or 3rd party might receive from RG a commission or benefit.
26. This Agreement does not include the cost of works or the cost of monitoring involved in providing additional separate alarm inputs to the Fire Brigades should such additional alarm inputs be required by the Fire Brigades or any Authority having appropriate jurisdiction.
27. The Customer is required to inform RG of the current maintenance provider of the Customer's automatic fire alarm system and relevant contact details so that contact can be made by or at the request of the Fire Brigades with such maintenance provider and the Customer shall promptly inform RG of any changes in such provider.
28. The Customer is responsible for lodging or obtaining any necessary development applications, planning approvals or building certification.
29. The Customer must ensure the automatic fire alarm system at the monitored site is installed tested and maintained by the Customer's current maintenance provider in accordance with all applicable laws the Building Code of Australia and relevant Australian Standards.
30. RG collects the Customer's Personal information for the purpose of providing monitoring services. The Customer consents to RG disclosing to the Fire Brigades any relevant information including information which may be deemed Personal Information under the provisions of any applicable Privacy Legislation provided such disclosure is for or is to assist the Fire Brigades in their duties.
31. The Customer agrees and consents to the Fire Brigades disclosing to RG any information the Fire Brigades may collect regarding the Customer or the site including any Personal information and RG warrants to the Customer such information

would be used by RG for the purpose of providing monitoring services.

32. Otherwise than with regard to the levy, collection, remittance and waiver of False Alarm Fees (as defined above) RG provides its services under this Agreement as an independent contractor and without any fiduciary obligation to the Customer. Solely in respect to the levy, collection, remittance and waiver of False Alarm Fees by Fire Brigades ("Authorised Activities") the Customer appoints RG as the agent of the Customer (and RG accepts that appointment) with full power and authority to remit, or seek a waiver of, any False Alarm Fees and the Customer undertakes to ratify all acts of RG in connection with the Authorised Activities and indemnifies and holds RG harmless from all costs, expenses, liabilities or damages incurred or suffered by RG in connection with any act or omission in connection with the Authorised Activities. The Customer instructs RG to act in relation to all Authorised Activities in accordance with any contractual obligations of RG to Fire Brigades and consents to (a) the disclosure of all confidential information necessary to give effect to any Authorised Activity; and (b) RG not accounting for any benefit arising from its activities under this Agreement or the exercise of its authority in relation to any Authorised Activity.
33. The Fees do not allow for any required online or on-site inductions or Contractor Management platforms or fees, or any supplier, procurement, invoicing or other portal or system that the Customer requires RG to use, register with or connect to, including any work to integrate RG's systems with it, submit invoices through it, or include purchase order or work order numbers on invoices ("Customer Systems"). RG may charge the Customer, in addition to the Fees, for the reasonable time and costs it incurs in completing inductions and in setting up, connecting to, maintaining and using Customer Systems, including any subscription, registration or transaction fees charged by the system provider.
34. This Agreement Excludes the Following: (i) Provision of a 12v Power Supply unless the Power Supply is specifically included in the Agreement; (ii) Any upgrading of or alterations to the automatic fire alarm system, Fire Indicator Panel or sprinkler valves; and (iii) Connection or cabling between multiple ASE.