



Monitoring Agreement

As of 14th May 2018

To be read in conjunction to CLIENT TekSafe PURCHASE- SERVICE & MONITORING AGREEMENT

1. DEFINITIONS

1.1 Words and expressions on the signature page shall have the meaning attributed to them on that page. In addition:

"Authorised User" any employee of Client to whom Client has provided a TekSafe Personal Duress Alarm in order for such employee to benefit from the Services.

"Intellectual Property Rights" patents, trademarks, internet domain names, service marks, registered designs, applications for registration of any of the foregoing, copyright, design rights, trade and business names, trade secrets and know-how and any other similar protected rights in any country subsisting now or in the future.

"TekSafe Personal Duress Alarm" provided to the Authorised User by TekSafe Pty Ltd.

"Services" the alarm monitoring and escalation service utilizing TekSafe Personal Duress Alarm, the communications network connection and operator monitoring and known as TekSafe Pty Ltd and any other services described in the Configuration Profile Form or supplied in connection with these services such as set up and training.

"TekSafe Pty Ltd" the brand of solutions & services provided to Client by TekSafe Pty Ltd.

"Initial Period" is the minimum number of months the contract is valid for as outlined on Page 2 of the document outlined from the Contract Effective Date.

2. PROVISION OF SERVICES

2.1 In consideration of the payment of the Fees, Tek Safe Pty Ltd or their nominated agent shall provide to client:

The Services; reports regarding the usage of the Services by Authorised Users in a format and at intervals agreed from time to time with Client; training as specified in clause 8; the number of TekSafe Personal Duress Alarm ® units and other accessories specified on the TekSafe Pty Ltd reserves the right to alter or modify the Services from time to time provided such signature page alteration or modification does not materially affect the functionality or performance of the Services.

3. SERVICE AVAILABILITY

3.1 Tek Safe Pty Ltd shall use reasonable endeavours to ensure that during the term of this Agreement:

3.1.1 The Services are accessible by Client within the range of base stations making up the Optus mobile telecommunications network details of which are available on request from Optus

3.1.2 Client's access to and use of the Services function effectively, subject to routine and emergency maintenance, repairs, configurations or upgrades of the same.

3.2 TekSafe Pty Ltd shall have no liability to Client in respect of Client's inability to access or errors in the functioning of the Services which are attributable to operator error; provision of incorrect information by Client; power failures; malicious interference; any downtime or outages from any subcontractor or other lack of coverage of the mobile telecommunications network used for the purpose of providing Services.

3.3 Where the escalation element of the service involves reporting an incident to the police, TekSafe Pty Ltd cannot ensure that the police will respond to the incident. An incident will only be reported to the police if, in the monitors sole discretion, an Authorised User is being subjected to a physical assault or a physical assault is reasonably imminent. An incident will not be reported if, in the monitors sole discretion.

4. SUPPORT & MAINTENANCE

4.1 Client shall nominate a contact to consolidate Client's queries regarding the Services. Client shall provide TekSafe Pty Ltd with the details of such contact and any changes from time to time to the identity of that contact. TekSafe Pty Ltd shall not be under any obligation to respond to support queries raised by representatives other than Client's nominated primary support contact. Such nominated primary support contact shall at all times be an Authorised contact.

4.2 TekSafe Pty Ltd will supply Client with a help desk number +61 (0) 477 461 632 and email address support@teksafe.com.au manned during TekSafe Pty Ltd business hours to which Client shall direct all Services queries. 4.3 TekSafe Pty Ltd will promptly acknowledge receipt and respond to any problems with the Services notified to it via the support telephone number or email address given to Client by TekSafe Pty Ltd and as soon as reasonably practicable investigate the reported problem and thereafter use its reasonable endeavours, taking into account the severity level of the problem, to promptly correct such problem.

4.4 If TekSafe Pty Ltd is of the opinion that it cannot resolve the problem or provide a workaround TekSafe Pty Ltd shall notify Client and provided the failure substantially hinders Client from using a material part of the functionality of the Services, Client shall be entitled to terminate this Agreement forthwith by written notice to TekSafe Pty Ltd and recover a pro-rata refund of the Fees paid by Client reflecting the unexpired period covered by such Fees.

4.5 The problem resolution service shall not include the provision of services in respect of problems attributable to any of the circumstances listed in clause 3.2. Should TekSafe Pty Ltd agree to provide any support that falls within such exclusion, TekSafe Pty Ltd shall be entitled to make an additional charge in accordance with its standard scale of charges from time to time in force.

4.6 TekSafe Pty Ltd shall be entitled to suspend access to the Services:

4.6.1 On reasonable notice to Client for such period as may be reasonably required for maintenance, repairs or improvements; and

4.6.2 Without prior notice to Client for exceptional operational reasons.

5. USE OF THE SERVICES

5.1 Client shall provide TekSafe Pty Ltd with such information, services, support and other assistance as may be reasonably required by TekSafe Pty Ltd in its provision of the Services.

5.2 Client shall provide TekSafe Pty Ltd with the names of all Authorised Users and any other details regarding such Authorised Users as TekSafe Pty Ltd may reasonably require from time to time. Client shall promptly provide TekSafe Pty Ltd with any changes to the same.

5.3 Client shall, and shall procure that each Authorised User shall:

5.3.1 Generally observe and comply with all relevant legislation and the reasonable directions of TekSafe Pty Ltd.

5.3.2 Not use the Services for any improper, immoral, fraudulent or unlawful purposes or for the sending of any communication which is of an offensive, abusive, indecent, obscene or menacing nature;

5.3.3 Not cause any nuisance, annoyance or inconvenience to any third party by any use or misuse of the Services;

5.3.4 Not act in any way whether knowingly or otherwise which will impair the operation of all or part of the Services;

5.3.5 Not be involved in or knowingly, recklessly or negligently permit or negligently allow any other party to be involved in any fraudulent or other unauthorised use or attempted use of the Services by corrupt or dishonest or illegal means at any time and shall notify TekSafe Pty Ltd immediately upon Client or the Authorised User (as the case may be) becoming aware of or suspecting such activity.

5.4 Client shall procure that, prior to receipt of a TekSafe Personal Duress Alarm, each Authorised User:

5.4.1 Expressly acknowledges and agrees that its use of the Services and an TekSafe Personal Duress Alarm® will enable TekSafe Pty Ltd to obtain such Authorised User's approximate geographical location which will be used solely for the purpose of providing the Authorised User with emergency assistance; and

5.4.2 Has properly completed and returned to TekSafe Pty Ltd the user emergency procedures form supplied to Client by TekSafe Pty Ltd or their authorised Agent. 5.5 Client shall indemnify TekSafe Pty Ltd and keep TekSafe Pty Ltd indemnified and hold TekSafe Pty Ltd harmless against any and all damages, losses and costs and expenses that may be incurred by TekSafe Pty Ltd in respect of failure by Client to comply with the provisions of clauses 5.3 and whether by reason or negligence or otherwise.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Client acknowledges that the Intellectual Property Rights in the Services, the Handbooks, user guides and any software comprised within the TekSafe Personal Duress Alarm® are and shall remain the property of TekSafe Pty Ltd and/or its licensors.

7.2 Subject to receipt by TekSafe Pty Ltd of all sums due to it under this Agreement as they fall due, TekSafe Pty Ltd grants to Client a non-exclusive, non-transferable, royalty-free Licence to use such Intellectual Property Rights only to the extent necessary for Client fully receives the benefit of the Services.

8. TRAINING

8.1 TekSafe Pty Ltd and their authorised agents will provide up to 2 hours of training (per 10 units sold) on the use of TekSafe Personal Duress Alarm and monitoring services to the nominated employees of Client within the cost quoted. The training shall be provided at premises agreed between the parties. TekSafe Pty Ltd may charge Client for travel and accommodation expenses at cost to TekSafe Pty Ltd. Any additional training required including repeat training to users not showing are subject to an additional charge. If for example, a client buys 20 units from TekSafe Pty Ltd, they are entitled to 2 x 2 hours of training. If all 20 users can be trained in session one, the 2nd session will be banked for use in the future. 8.2 Should Client require additional training beyond the training specified in clause 8.1, TekSafe Pty Ltd or their authorised agent shall provide such additional training at its standard training fees from time to time in force.

9. FEES & PAYMENT

9.1 Client shall pay the Fees by the method specified on the front sheet of this Agreement unless TekSafe Pty Ltd otherwise agrees in writing. TekSafe Pty Ltd shall invoice Client monthly in advance by electronic means by nominated email address. All Fees are exclusive of GST, which shall be payable in addition to such Fees.

9.2 Payments made by credit card will be charged to Client's nominated credit card no earlier than 5 business days prior to the monthly period to which the payment relates. TekSafe Pty Ltd may levy at 1.65% surcharge on credit card.

9.3 Client shall pay a 4% interest surcharge where it opts to make payments in arrears. The surcharge shall be added to and payable with the monthly Fees.

9.4 TekSafe Pty Ltd is unable to collect payment in accordance with the provisions of clauses 9.2 or 9.3 or such alternative method as TekSafe Pty Ltd may agree in writing from time to time, TekSafe Pty Ltd may, without prejudice to any other rights and remedies at its option:

9.4.1 Charge Client interest in; and/or

9.4.2 Suspend its provision of the Services.

9.5 The Fees are calculated on the basis of each TekSafe Personal Duress Alarm being used for no more than 200 minutes talk time. Any use in excess of these limits will be charged to Client at TekSafe Pty Ltd standard excess rates made known to Client from time to time. 9.6 TekSafe Pty Ltd reserves the right to make annual increases to the Fees as from the first anniversary of the Effective Date provided that such increase shall be no greater than the increase in the Consumer Price Index (CPI) or, in the event of the abolition or a fundamental variation in the basis of that index, the relevant substituted index reflecting the general increase in the costs of goods over the preceding twelve-month period.

10. CONFIDENTIALITY

10.1 Each party shall keep confidential all information, know how or materials relating to the other party's business activities or customers identified by the other party as confidential or which from the circumstances in which it is made available ought to be treated as confidential, in whatever form and shall not use the same for purposes other than in relation to the performance of the party's respective obligations under these conditions. Neither party shall disclose any such confidential information to any person without the consent of the other. These obligations shall survive termination of this Agreement. Nothing in this clause shall apply to any information:

(a) Which is (or which becomes) available to the public other than by breach of these conditions or of any other duty;

(b) Which the party receiving the information already possesses or which it obtains or originates independently in circumstances in which that party is free to disclose it.

11. WARRANTIES

11.1 TekSafe Pty Ltd warrants that (subject to the other provisions of this Agreement) upon delivery and for a time period of Twelve Months, the TekSafe Personal Duress Alarm will be free from defects in materials and workmanship; it shall use reasonable skill and care in the provision of the Services; and it shall perform the Services in accordance with all applicable legislation; and in all material respects, any Australian codes of practice relevant to the provision of the Services, including without limitation, the code of practice for the use of passive location services in .

11.2 TekSafe Pty Ltd shall not be liable for a breach of the warranty in clause 11.1 unless:

11.2.1 Client gives written notice of the defect to TekSafe Pty Ltd within 14 days of the time when Client discovers or ought to have discovered the defect; and

11.2.2 TekSafe Pty Ltd is given a reasonable opportunity after receiving the notice of examining such TekSafe Personal Duress Alarm and Client (if asked to do so by TekSafe Pty Ltd) returns such TekSafe Personal Duress Alarm to TekSafe Pty Ltd's place of business at Client's cost for the examination to take place there.

11.3 If any TekSafe Personal Duress Alarm does not comply with the warranty set out in clause 11.1 ("Defective TekSafe Personal Duress Alarm"), then, subject to clause 11.4, TekSafe Pty Ltd shall at its cost and expense and discretion use all reasonable endeavours either repair or replace the Defective TekSafe Personal Duress Alarm within 10 working days of receipt of the Defective TekSafe Personal Duress Alarm.

11.4 Subject to payment by Client of TekSafe Pty Ltd standard charges in force from time to time, TekSafe Pty Ltd shall at Client's request replace any Defective TekSafe Personal Duress Alarm within 5 working days on receipt of the Defective TekSafe Personal Duress Alarm® by TekSafe Pty Ltd.

11.5 TekSafe Pty Ltd shall not be liable for a breach of the warranty in clause 11.1.1:

11.5.1 To the extent that it is attributable to further use of such TekSafe Personal Duress Alarm after giving notice pursuant to clause or

11.5.2 If the defect arises because Client failed to follow TekSafe Pty Ltd oral or written instructions as to the storage, installation, commissioning, use or maintenance of the TekSafe Personal Duress Alarm.

11.5.3 That is attributable to fair wear and tear, abuse, improper use or use in an environment or for a purpose for which the TekSafe Personal Duress Alarm was not designed or intended by TekSafe Pty Ltd; or

11.5.4 If Client alters or repairs such TekSafe Personal Duress Alarm or any part thereof without the written consent of TekSafe Pty Ltd.

11.6 If TekSafe Pty Ltd complies with clause 11.3 it shall have no further liability for a breach of the warranty in clause in respect of such TekSafe Personal Duress Alarm

11.7 Any repaired or replacement TekSafe Personal Duress Alarm will be guaranteed on these terms for the unexpired portion of the warranty period in line with the length of time advised by the Client Service Agreement.

11.8 If TekSafe Pty Ltd receives written notice from Client of any breach of the warranties at clauses 11.1 and then TekSafe Pty Ltd sole liability shall be, at its sole discretion, to:

11.8.1 Remedy the breach within a reasonable time and without charge to Client; or

11.8.2 Refund to Client such proportion of the Fees as shall correspond to the period during which the breach took place

11.9 No warranty is made regarding the results of usage of the Services or that the Services will meet Client's requirements or that the Services will operate uninterrupted or error free.

11.10 Except as expressly stated in this Agreement all other warranties, representations (unless made fraudulently); terms and conditions are excluded to the fullest extent permitted by law.

12. LIMITATION OF LIABILITY

12.1 The following provisions set out the entire financial liability of TekSafe Pty Ltd (including any liability for the acts or omissions of its employees, agents and sub-contractors) to Client in respect of:

12.1.1 Any breach of this Agreement; and

12.1.2 Any representation, statement or tortuous act or omission including negligence arising under or in connection with this Agreement.

12.2 Nothing in this Agreement excludes or limits the liability of acts or omissions of its employees, agents and sub-contractors) to Client in respect of: Pty Ltd for death or personal injury caused by acts or omissions of its employees, agents and sub-contractors) to Client in respect of: TekSafe Pty Ltd negligence or for fraudulent misrepresentation.

12.3 Subject to clause 12.2, TekSafe Pty Ltd shall not be liable to Client for:

12.3.1 Any indirect, consequential, special or punitive loss, damage, costs and expenses; loss of profit; loss of revenue; loss of anticipated savings; loss of business; loss of reputation; depletion of goodwill; or

12.3.2 Loss, damage, injury or death resulting from the misuse of the Service

12.4 Subject to clauses 12.2 and 12.3, acts or omissions of its employees, agents and sub-contractors) to Client in respect of: TekSafe Pty Ltd total liability to Client under or connected with this Agreement for:

12.4.1 Any loss or damage which arises out of acts or omissions of its employees, agents and sub-contractors) to Client in respect of TekSafe Pty Ltd negligence shall not exceed \$1,000,000 for any Claim; and

12.4.2 Any other loss not covered by clause 12.4.1 shall not exceed the greater of Fees payable by Client for the 12-month period immediately preceding a Claim arising or \$10,000.

12.5 For the purposes of this clause 12.4.1, a "Claim" shall mean any one event giving rise to a claim or, where there is more than one event giving rise to a claim, then a series of connected events.

13. DURATION & TERMINATION

13.1 This Agreement shall commence on the Effective Date and shall (unless terminated in accordance with clause 14.2) remain in full force and effect for the length of the Client Service Agreement as outlined ("the Initial Period") and thereafter unless or until terminated by either party giving to the other not less than 3 months" written notice (such notice may be given at any time but shall not expire before the end of the Initial Period).

13.2 This Agreement may be terminated forthwith:

13.2.1 By acts or omissions of its employees, agents and sub-contractors) to Client in respect of: Pty Ltd if Client fails to make any payment on the due date and payment has not been made within 7 days of a written request for the same;

13.2.2 By either party if the other commits any material breach of any term of this Agreement (other than one falling within clause 14.2) and which (in the case of a breach capable of being remedied) has not been remedied within 7 days of a written request to remedy the same;

13.2.3 By either party if an order is made or a resolution is passed for the winding-up of the other party or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or such an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder), or a receiver and/or manager or administrative receiver is appointed in respect all or any of the of there part's undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the court to make a winding-up order or the other party takes or suffers any similar or analogous action in consequence of debt in any jurisdiction.

13.3 Upon termination of this Agreement:

13.3.1 By TekSafe Pty Ltd all Fees that would have been payable to TekSafe Pty Ltd under this Agreement but for such termination shall immediately become payable together with an administration charge equivalent to one month's Fees;

13.3.2 By either party, all outstanding Fees shall immediately become payable; and

13.3.3 By either party, Client shall return at its risk and expense to Agreement but for such termination shall immediately become payable together with an administration charge equivalent to one month's Fees; TekSafe Pty Ltd all TekSafe Personal Duress Alarms provided by TekSafe Pty Ltd during the term of this Agreement.

13.4 Any termination of this Agreement shall be without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law or any accrued rights or liabilities of either party or the coming into or continuance in force of any term of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination. All TekSafe Personal Duress Alarms shall be returned to Agreement but for such termination shall immediately become payable together with an administration charge equivalent to one month's Fees.

14. GENERAL

14.1 This agreement contains the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior agreements written or oral

14.2 Neither party shall be liable to the other by reason of any delay or failure to perform its obligations (other than a payment obligation) under these conditions or for any resulting loss or damage caused if such delay or failure is due to any circumstances beyond the reasonable control of that party including strike, lockout or other industrial ! dispute, fire, flood, earthquake or other elements of nature, acts of God, acts of war (whether or not war is declared), riots, civil disturbance, acts of terrorism, regulations, orders or requisitions of any Government.

14.3 Any notice or other written communication given under or in connection with these conditions shall be in writing addressed to the other party at its registered office or principal place of business

14.4 If a court decides that any part of the Agreement cannot be enforced, that particular part of the Agreement will not apply, but the rest of the Agreement will.

14.5 A waiver by a party of a breach of any provision shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provisions. Failure or delay in exercising any right under the Agreement shall not prevent the exercise of that or any other right.

14.6 Client may not assign or transfer any benefit, interest or obligation under the Agreement.

14.7 Queensland Law shall govern this Agreement. The parties submit to the exclusive jurisdiction of the Queensland