



General Terms and Conditions

1. Definitions

In this Agreement, unless expressed otherwise, the following terms mean:

Access Information: the unique identifier issued by the Company to the Customer and/or the User.

Affected Party: has the same meaning given to it in clause 27.1.

Agreement: the Special Conditions, these general terms and conditions and the Staysafe Monitoring Agreement form this agreement, to the extent of any inconsistency, the order of the documents stated in this clause prevails.

Agreement Data: all data handled, developed, created, generated or processed by the Company for the Customer in the course of providing Staysafe.

Agreement IP: all Intellectual Property Rights created, discovered, varied or that come into existence in relation to the performance of this Agreement by a Party, but excludes Background IP.

Agreement Price: the aggregate amount payable by the Customer to the Company in relation to the supply of the Staysafe App and Staysafe Monitoring Services.

Background IP: all Intellectual Property Rights introduced and required by a Party to give effect to its obligations under this Agreement owned by or licenced to the Party or its affiliates before the Commencement Date, or varied or developed after the Commencement Date other than under this Agreement.

Business Day: a day which is not a Saturday, Sunday or bank or public holiday in Western Australia.

Business Hours: 9.00am – 5.00 pm on a Business Day.

Change of Control: in relation to the Customer:

- (a) a change in the beneficial ownership of 50% or more; or
- (b) a change in control of the Customer, where “control” has the meaning given to that term under section 50AA of the Corporations Act.

Claim: an action, suit, proceeding or demand, and any actual or alleged entitlement or right, of any kind.

Commencement Date: the date as set out in the Staysafe Monitoring Agreement.

Company: CTI Security Services Pty Ltd (ABN 83 009 236 104), CTI Security Systems Pty Ltd (ABN 72 009 302 032).

Confidential Information: information which is disclosed to Party or a User, or which a Party or a User has access to, under this Agreement which is by its nature confidential, or a Party knows or ought to know is confidential, but does not include information publicly available, other than through a breach of this Agreement, or which was already known to a Party.

Corporations Act: the *Corporations Act 2001 (Cth)*.

Customer: the person or entity specified in the Staysafe Monitoring Agreement, or User of Staysafe or Reseller of Staysafe.

Dispute: has the same meaning given to it in clause 26.1.

Dispute Notice: has the same meaning given to it in clause 26.1(a).

End Date: the date specified in the Staysafe Monitoring Agreement.

Escalation Details: the contact details of the User’s emergency contacts who are to be contacted by the Company as required through the use of Staysafe by the User.

Excluded Loss: any one of more of the following, however arising from or in relation to this Agreement or its subject matter:

- (a) any loss of profit, revenue, product, expected savings, income, rent or holding costs, expected production, business (including loss or reduction of goodwill or opportunity); and damage to reputation; and
- (b) any indirect or consequential loss which is not covered by paragraph (a).

Force Majeure Event: any event or circumstance which wholly or partially affects a Party’s performance of its obligations under this Agreement, the cause of which is beyond the reasonable control of that Party and which, by exercise of due diligence, the Party is not able to avoid or overcome.

Government Agency: includes any federal, state, territory or local government, or any ministry, department, court, commission, statutory body, agency, instrumentality or similar entity.

Gross Negligence: such wanton and reckless conduct as constitutes a complete disregard for the harmful, foreseeable, proximate and avoidable consequences which result or may result from it.

Insolvency Event:

- (a) in relation to an individual, that person becoming an insolvent under administration as defined in section 9 of the Corporations Act;
- (b) in relation to a body corporate, it being unable to pay its debts when they fall due, or its winding up or liquidation, or an external administrator appointed in respect of it or any of its property, or it ceasing or threatening to cease to carry on business, or entering into an arrangement with its creditors under the Corporations Act; and
- (c) in relation to any person, anything analogous to or having similar effect to anything described above in this definition under the Law of any relevant jurisdiction.

Intellectual Property Rights: all intellectual property rights of any kind in any jurisdiction, whether registered or unregistered, including, a trade mark, trade secret, design, copyright, patent, process, computer software, Confidential Information, logo, know-how, moral rights, the right to apply for or renew the registration of such rights and rights the subject of any lapsed application or registration.

Invoice: the invoice issued by the Company to the Customer for the provision of Staysafe under clause 13.3.

Invoice Amount: the amount specified in the Invoice from the Company to the Customer.

Invoice Period: the period specified in the Staysafe Monitoring Agreement.

Law: Australian Commonwealth and State legislation including regulations, by-laws, and other subordinate legislation, common law and equity.

Liability: any liability, loss, damage (of any nature, including aggravated and punitive damage), compensation, cost (including all legal costs on a full indemnity basis), charge or expense, whether present or future, actual, contingent or prospective and whether known or unknown, howsoever arising.

Liability Cap: the aggregated value of the Invoice Amount under this Agreement for the 12 month period prior to the event giving rise to the Claim.

Modern Slavery Act: *Modern Slavery Act 2018 (Cth)*.

Monitoring Fee: the monitoring fee payable for use of the Staysafe Monitoring Services as set out in the Staysafe Monitoring Agreement.

Other Party: has the same meaning given to it in clause 25.1.

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Party: a party to this Agreement.

Personal Information: has the same meaning given to it in the Privacy Law.

Personnel: in relation to a Party, an employee, officer, subcontractor, agent or representative of that Party.

Policies: has the same meaning given to it in clause 18.3(a).

PPSA: the *Personal Property Securities Act 2009 (Cth)*.

PPSR: the Personal Property Securities Register.

Privacy Law:

- (a) the *Privacy Act 1988 (Cth)*;
- (b) the Australian Privacy Principles contained in Schedule 1 to the Privacy Act; and
- (c) any other which relates to the protection of Personal Information and which the Parties must observe.

Related Bodies Corporate: has the same meaning given to that term in the Corporations Act.

Special Conditions: means the special conditions specified in item 4 of the Staysafe Monitoring Agreement.

Staysafe: is the Staysafe App and the Staysafe Monitoring Services.

Staysafe App: is the Staysafe application which can monitor the safety status and location of a User, allowing them to quickly and discretely signal for help in an emergency.

Staysafe Fee: is the fee payable to download the Staysafe App from the application store.

Staysafe Monitoring Agreement: the document named as such entered into by the Parties setting out the agreement particulars.

Staysafe Monitoring Services: the monitoring services provided by the Company which forms part of the feature of Staysafe.

Tax: all taxes, including excise, stamp, customs, levies, duties or other charges imposed or assessed by any Government Agency or otherwise payable.

Term: the period stated in clause 4(a).

Terminating Party: has the same meaning given to it in clause 25.1.

User: the person who uses Staysafe, which may include the Customer, its Personnel, a related party of or a person associated with, the Customer.

User Guide: the user guide as provided by the Company to the Customer for Staysafe.

Virus: a computer program, code, device, product or component that is designed to or may in the ordinary course of its operation copy itself or be copied to any other type of media and which destroys, alters or corrupts files or data, or is harmful, destructive or disabling, or assists in or enables theft, alteration, denial of service, unauthorised access to or disclosure, destruction or corruption of information, data or software.

Warrantor: has the same meaning given to it in clause 20.

Wilful Misconduct: any act or default by a Party under this Agreement known by that Party at the time of the act or default to be wrong in the circumstances, but intentionally persisted with by that Party or persisted with in reckless indifference as to the likely consequences of the act or default.

2. Interpretation

In this Agreement, unless inconsistent with the context:

- (a) a reference to a clause, schedule, part or annexure is a reference to this Agreement;

- (b) the words “includes” and “including” are not words of limitation and do not restrict the interpretation in this Agreement;
- (c) a reference to a document includes a variation or replacement of that document;
- (d) a reference to a statute includes its subordinate legislation, ordinances, proclamations, and a modification, replacement or re-enactment of the same;
- (e) a reference to person, includes a reference to:
 - (i) an individual, a body corporate, a trust, a partnership, a joint venture, an unincorporated body or other entity, whether or not it is a separate legal entity;
 - (ii) if the person is an individual, the person’s personal representatives and assigns; and
 - (iii) if the person is not an individual, the person’s successors and assigns;
- (f) a reference to a thing, including a right, is a reference to either the whole thing or a part of the thing;
- (g) part performance of an obligation does not constitute performance of an obligation;
- (h) an agreement, representation or term of this Agreement in favour of or on the part of two or more people, benefits or binds them jointly and severally;
- (i) if a period of time runs from a given date, act or event, then the time is calculated exclusive of the date, act or event;
- (j) a provision of this Agreement must not be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of this Agreement or that provision;
- (k) a reference to a right includes a benefit, remedy, discretion or power;
- (l) the phrase “in relation to” has the widest possible import and encompasses the phrases “in connection with”, “in respect of”, “arising out of” and “resulting from”;
- (m) the singular includes the plural and vice versa; and
- (n) a heading in this Agreement is for convenience only and does not affect the interpretation of this Agreement.

3. Special Conditions

- (a) The Parties agree to comply with the Special Conditions (if any) specified in item 4 of the Staysafe Monitoring Agreement.
- (b) To the extent there is any inconsistency between the terms and conditions of this Agreement and the Special Conditions, the Special Conditions shall prevail.

4. Term

- (a) This Agreement commences on the Commencement Date and ends on the End Date unless terminated earlier in accordance with this Agreement.
- (b) If the Customer continues to engage the Company for use of Staysafe after the end of the Term, the continuing engagement will be on the terms and conditions set out in this Agreement, except the Agreement will continue for an unspecified duration, subject to termination in accordance with clause 25 of this Agreement.

5. Performance by the Company

The Company will supply Staysafe in accordance with this Agreement and in consideration of payment of the Agreement Price.

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5.1 Company's warranties

- (a) The Company warrants that in relation to the performance of the Staysafe Monitoring Services, the Company and its Personnel will exercise the standards of diligence, skill and care normally exercised by a similar qualified and competent person in the same industry.
- (b) The Company does not warrant that Staysafe is designed or guaranteed to prevent any loss or injury, accidents, medical events, death of the User or others.

5.2 Customer's warranties

The Customer warrants that it (and its Users) will only use Staysafe in accordance with this Agreement and will comply with the User Guide and all reasonable instructions, directions and training regarding Staysafe given by or on behalf of the Company.

5.3 Training

- (a) The Company will provide an initial once-off training to the Customer, in accordance with this Agreement.
- (b) The Customer must, and must procure that its Personnel and the User, follow and comply with all training under this clause 5.3.
- (c) The Customer is solely responsible for and must provide the User with training and the User Guide to operate Staysafe.
- (d) To the extent permitted by Law the Company is not liable, and the Customer must not make a Claim against the Company or its Personnel whilst undergoing training or instruction with the Company.

5.4 Exclusion of other terms

This Agreement applies to the exclusion of any other terms put forward by the Customer at any time during the Term.

6. Use at own risk

The Customer and a User uses Staysafe at its own risk. The Customer and User (as applicable) is deemed to have satisfied itself that Staysafe will be adequate, fit for purpose and suitable for its own use.

7. Proprietary markings

The Company's logos, product names, documentation and other support materials in relation to Staysafe including the User Guide either comprise Intellectual Property Rights or constitute valuable trade secrets and are proprietary to the Company.

8. Staysafe Application

8.1 Terms of Use

- (a) The Customer must only use Staysafe in accordance with this Agreement.
- (b) The Customer acknowledges and agrees that if it or any User wishes to use Staysafe they must download the Staysafe App, pay any applicable Staysafe Fee to the relevant third party and ensure that their mobile device has and maintains a compatible system to operate the Staysafe App (as it may be updated from time to time).
- (c) The Customer must comply with the User Guide and all reasonable instructions, directions and training on Staysafe given by or on behalf of the Company.
- (d) The Customer must immediately notify the Company if the Users ceases to use Staysafe.
- (e) The Customer must provide accurate Escalation Details to the Company and immediately notify the Company of any change in their contact details including Escalation Details relating to Staysafe for any User.

- (f) The Customer must not, and must not attempt to:
 - (i) change, replicate, decompile, disassemble, reverse engineer, include in other software or translate Staysafe;
 - (ii) change response protocols or User details without the Company's prior written approval;
 - (iii) create derivative works or applications (in any format or medium) based upon Staysafe or the services that it performs;
 - (iv) licence, sub-licence, re-sell, assign, distribute Staysafe ;
 - (v) provide access Staysafe to any person who is not a User; or
 - (vi) disclose the Access Information and must keep the Access Information secure and confidential at all times and immediately notify the Company if it has been accessed by an unauthorised person, in which case the Company will suspend the Customer's Access Information.

8.2 Access to Staysafe

- (a) The Customer must notify the Company of all its Users, including each User's full name, position and email address.
- (b) The Customer must not, and must procure that the Users do not, disclose or provide Access Information to any third party unless expressly authorised to do so under this Agreement or by the Company in writing.
- (c) The Company will provide the Customer with operational support in relation to Staysafe to the Customer during Business Hours.

8.3 Internet access and data

- (a) The Customer must, at its own cost, procure the provision of adequate internet access from a third party internet service provider to enable the operation of Staysafe.
- (b) The Customer acknowledges that it is required to use third party services in using Staysafe at the Customer's sole risk and, to the extent permitted by Law, the Company is not liable for any Liability to the Customer for content that may be found to be offensive, indecent or objectionable.
- (c) The Company is not liable for any data or internet usage costs and expenses that the Customer incurs while accessing Staysafe.
- (d) The Company is not liable to the Customer for any connectivity or compatibility issues, failure, delays, outages, errors or omissions of any kind provided by a third party internet service provider or the Staysafe App provider.

9. Consent to data collection

The Customer agrees that the Company may collect, store and use technical data, Personal Information and related information from the use of Staysafe to facilitate support and other services to the Customer or any third parties (if any). The Company may use such information or statistics, to improve the services or technologies to the Customer or other users of Staysafe in compliance with all Laws, provided that any such information is de-identified.

10. Agreement Data

- (a) The legal right, title and interest in the Agreement Data vests in the Company absolutely on creation, and subject to all applicable Laws, the Company may use the

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Agreement Data for any purpose, including disclosing it to any third party.

- (b) The Company will use all reasonable endeavours to ensure that any Agreement Data that contains the Personal Information of the Customer, or any of its Users, will only be used by or disclosed to third parties in such a way that de-identifies the Customer or its Users except in circumstances where it is required or authorised by Law and where there is a serious threat to life, health or safety.
- (c) The Company grants the Customer a non-exclusive, non-transferable and revocable licence to use the Agreement Data during the Term of this Agreement.
- (d) The Customer must use all reasonable endeavours, in accordance with industry best practice, to maintain the security and confidentiality of the Agreement Data.

11. User Guide

- (a) The Company will provide to the Customer a User Guide.
- (b) The Customer is responsible for providing a copy of the User Guide to the User.
- (c) The Company may update and amend the User Guide as it considers appropriate.
- (d) The Company must, as soon as reasonably practicable, make available to and update the Customer of any amendment to the User Guide.
- (e) The Customer must procure that all Users follow and otherwise comply with the User Guide as updated from time to time.
- (f) The Customer must, and must procure that the Users:
 - (i) keep the User Guide confidential; and
 - (ii) upon demand by the Company, or at the end of the Term, permanently delete all copies of the User Guide, including superseded copies.

12. Suspension

- (a) The Company may suspend the Customer and the User's rights (as applicable) to use Staysafe by written notice to the Customer if:
 - (i) the Company suspects that there has been an unauthorised access or use;
 - (ii) the Customer has conducted any unlawful or illegal use of Staysafe; or
 - (iii) there is a material breach of this Agreement.
- (b) If use of Staysafe is suspended for whatever reason:
 - (i) the Customer and/or the User must cease all use of Staysafe; and
 - (ii) the Company may withdraw the Access Information and the Customer's and Users' other means of accessing Staysafe.
- (c) The Company may continue a suspension of a Customer and/or the User's use of Staysafe under clause 12(b) until the Customer remedies the default or this Agreement is terminated, whichever is the earlier in time. The Customer will continue to be liable for any reasonable ongoing costs that the Company incurs including costs from a third party.

13. Payment

13.1 Agreement Price

Any applicable Taxes are excluded from the Agreement Price, unless otherwise expressly stated.

13.2 Fees

The Customer must pay to the Company the Agreement Price during the Term and in the manner and time as directed by the Company.

13.3 Invoicing

The Company must provide the Customer with an Invoice for the Agreement Price for the Invoice Period.

13.4 Payment

- (a) The Customer must pay the Invoice within 30 days from the date of the Invoice.
- (b) The Company is not under any obligation to supply Staysafe and the Staysafe Monitoring Services unless full payment has been received by the Company.
- (c) Time is of the essence in relation to payment of an Invoice Amount.

13.5 Overdue amounts

- (a) If the Invoice remains unpaid 14 days from the due date of the Tax Invoice, the Customer must pay to the Company interest at the rate of 5% per annum above the Reserve Bank of Australia Cash Target Rate at the time, on an unpaid portion of the Invoice Amount which is overdue for payment by the Customer and any other sum which the Company is entitled to charge the Customer under this Agreement.
- (b) Interest accrues from and including the due date to (but excluding) the date of payment.
- (c) Interest accrues daily and is payable on a demand by the Company, and interest may be capitalised and added to the principal on a monthly basis and will itself bear interest accordingly.

13.6 Disputed Invoice

- (a) If the Customer disputes any amount shown on an Invoice, it must notify the Company within 14 days of receipt of that Invoice and the Customer must pay in accordance with this Agreement the remaining amounts that are not in dispute, in accordance with clause 13.4(a).
- (b) The Customer and the Company must resolve the disputed invoice in accordance with clause 26.

13.7 No set-off

The Customer must not deduct any money due to the Customer or claimed to be due to the Customer from the Company under this Agreement or otherwise from any money due, or which becomes due, from the Customer to the Company, or any money of the Company held by the Customer.

14. GST

14.1 Definitions

Words used in this clause 14 that have a defined meaning in the GST Law have the same meaning as in the GST Law unless the context indicates otherwise.

14.2 GST

Unless expressly stated otherwise, the consideration for any supply under or in connection with this Agreement is inclusive of GST. If GST is payable in respect of a supply made by the Company under this Agreement, the Customer will pay to the Company an amount equal to the GST payable on the supply at the same time that the consideration for the supply is to be provided under this Agreement.

14.3 Reimbursements

If either Party is entitled under this Agreement to be reimbursed or indemnified by the other party for a cost or expense incurred

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in connection with this Agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense to the extent that the cost or expense is the consideration for a creditable acquisition made by the party being reimbursed or indemnified, or by its representative member.

15. Defects liability

- (a) Any term, condition, guarantee or warranty which would otherwise be implied into this Agreement to the transactions contemplated by this Agreement is excluded to the maximum extent permitted by Law.
- (b) If the Company is liable for a breach of a mandatory term, condition, guarantee or warranty which cannot be excluded from the Agreement by agreement of the Parties, the Company's liability is, to the fullest extent permitted by Law, limited to any one or more of the following as the Company determines in its absolute discretion:
 - (i) the supply of Staysafe again; or
 - (ii) the payment of the cost of having Staysafe supplied again.

16. Liability Cap

To the extent permitted by Law, the Company's maximum aggregated Liability to the Customer in relation to this Agreement is limited to the amount of the Liability Cap.

17. Indemnity

17.1 Customer's indemnity

- (a) Subject to clause 17.1(b) the Customer indemnifies, and must keep indemnified, the Company, its Personnel and Related Bodies Corporate against all Claims and Liabilities that they may suffer, sustain or incur in relation to any one or more of the following:
 - (i) the performance, non-performance or breach by the Customer its Personnel or any of its Users of any of the Customer's obligations under this Agreement;
 - (ii) any Gross Negligence, or Wilful Misconduct by, the Customer its Personnel or its Users;
 - (iii) failure on the part of the Customer or any of its Personnel or User to follow the directions, instructions and recommendations (as applicable) for use of Staysafe under the User Guide or otherwise provided by the Company;
 - (iv) loss or damage to the Company's property resulting from any act or omission on the part of the Customer its Personnel or Users; or
 - (v) the illness, injury or death of any person to the extent caused by any act or omission on the part of the Customer its Personnel or Users.
- (b) The Customer's Liability under this Agreement will be reduced proportionately to the extent that an act or omission of the Company contributed to the Liability.
- (c) The above indemnities are a continuing obligation and survives termination of this Agreement.

17.2 Limit on Customer Indemnity

The Customer is not required to indemnify the Company, its Personnel and Related Bodies Corporate, to the extent that any Liability suffered, sustained or incurred results directly from:

- (a) any Gross Negligence or Wilful Misconduct on the part of the Company, its Personnel and Related Bodies Corporate and;

- (b) any material breach of this Agreement on the part of a Company, its Personnel and Related Bodies Corporate; or
- (c) any breach of a statutory provision on the part of a Company, its Personnel of Related Bodies Corporate.

17.3 Excluded Loss

Neither Party is liable to the other Party for any Excluded Loss.

17.4 Entitlement to recover

It is not necessary for the Company, its Personnel or Related Bodies Corporate to incur expenses or make payment before enforcing the indemnity rights conferred by this Agreement.

17.5 Prohibition on double recovery

- (a) Nothing in this Agreement entitles a Party (or that Party's Related Bodies Corporate) to Claim, and a Party must not seek to Claim, in relation to the same Liability more than once.
- (b) A Party must procure that its Related Bodies Corporate do not seek to Claim against the other Party in relation to the same Liability more than once.

18. Insurance

18.1 Company's insurances

The Company must, at its own cost and expense, obtain, and maintain for the duration of the Term, Public Liability Insurance.

18.2 Customer's insurances

- (a) Unless otherwise stated in the Staysafe Monitoring Agreement, the Customer must obtain and maintain at the Customer's own cost and expense for the duration of the Term insurance it is required by Law to maintain, and Public Liability insurance with a limit of not less than \$20 million, that covers the Company and its Personnel and includes a cross liability clause under which the insurer waives all rights of subrogation against an insured person.
- (b) If the Customer is required by Law to maintain Workers' Compensation Insurance, it must contain a principal's indemnity extension for both statutory and common law liability in favour of the Company and its Personnel.
- (c) The Customer must not do or omit to do, and must ensure that its Personnel and Users (as applicable) do not do or omit to do, any act that would be grounds for an insurer to refuse to pay a claim made under any of the insurance policies provided under this clause.

18.3 General obligations

- (a) Each Party must ensure that all insurance policies obtained by that Party under clauses 18.1 and 18.2 (as applicable) (**Policies**) are provided by an appropriate and reputable insurance provider.
- (b) Either Party may request the other Party to provide copies of certificates of currency in relation to the insurance policies maintained by the other Party under this clause 18.

19. Customer Acknowledgement and Warranties

The Customer acknowledges and agrees that:

- (a) it has conducted its own due diligence as to the fitness for purpose of Staysafe;
- (b) Staysafe may not be free from Viruses or errors;
- (c) any costs associated with the dispatch or attendance of emergency services, mobile patrol officer or any other party attending on behalf of the Customer, will be the Customer's responsibility;

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- (d) the Company does not warrant the time in within which the emergency services or any mobile patrol officer, or responder will respond to an alarm or alert triggered by the User;
- (e) it will obtain all consents from Users which are necessary to allow the Company to comply with its obligations under the Privacy Law and this Agreement;
- (f) it will advise the Company of any specific information required to be uploaded onto Staysafe. Such information may include, name, address, contact numbers etc;
- (g) the global positioning system geolocation of Staysafe:
 - (i) requires a line-of-sight connection to satellites to enable a GPS location to be provided;
 - (ii) data sent to the Company's database system is via a third party network provider and such data may be delayed or corrupted from time to time;
 - (iii) on Google Maps is limited to the common constraints of all GPS geolocation systems located under it; and
 - (iv) coverage will be impacted by physical obstructions blocking or inhibiting the GPS geolocation signal (eg basements, lifts, concrete buildings, tunnels, hills and trees);
- (h) it will conduct or procure that the User conducts regular testing as directed by the Company from time to time; and
- (i) it will update the Company with all response protocols (including alarm Escalation Details), communication details and any other information, as required by the Company to provide the required response.

20. Mutual express warranties

Each Party (**Warrantor**) warrants to the other that, as at the date of this Agreement it:

- (a) has full power and authority to enter into and perform its obligations under this Agreement;
- (b) a Warrantor's authorised representative has the authority to sign and bind a Warrantor to this Agreement; and
- (c) if the Warrantor is acting in the capacity as trustee of a trust (Relevant Trust) it warrants to the other Party:
 - (i) it enters into and is bound by this Agreement in its capacity as trustee of the Relevant Trust;
 - (ii) it is sole trustee of the Warrantor;
 - (iii) it has the power under the relevant trust deed to enter into this Agreement and that all necessary consents and notices in relation to the exercise by the Warrantor of such power have been given before, and will not be revoked on or before acceptance of this Agreement; and
 - (iv) it has the right to be fully indemnified out of the trust funds of the relevant Trust in respect of obligations incurred by it under this Agreement and other documents contemplated by this Agreement.

21. Intellectual Property Rights

21.1 Background IP

- (a) All legal and beneficial right, title and interest in and to a Party's Background IP remains with that Party and, other than as licensee under a licence granted under this Agreement, this Agreement does not convey any such right, title or interest to the other Party.

- (b) The Background IP of the Company includes all Intellectual Property Rights comprised in or otherwise relating to the User Guide.

21.2 Agreement IP

- (a) All legal and beneficial right, title and interest in and to the Agreement IP vests in the Company and, other than as licensee under a licence granted under this Agreement, this Agreement does not convey any such right, title or interest to the Customer.
- (b) The Customer assigns to the Company all right, title and interest of the Customer in the Agreement IP.
- (c) At the expense of the Company, the Customer must do, and must procure that its Personnel do, all things necessary to ensure that the Company (or its nominee) holds all legal and beneficial right, title and interest in the Agreement IP, including signing and otherwise effecting transfers of that Agreement IP to the Company.

22. Confidentiality

A party must not use or disclose Confidential Information except:

- (a) in the proper performance of this document;
- (b) where a disclosure is to the officers, employees, partners and advisers of the party who have a legitimate interest in the Confidential Information to be disclosed to them;
- (c) as may be required by applicable Law (in which case, prior to disclosure, the party must consult with the other parties about the form and content of such disclosure); or
- (d) as the other parties may agree in writing,

and any such disclosure must be made on the basis that the person to whom it is disclosed is also bound by the confidentiality obligations set out in this clause.

23. Announcement

No Party will make a public announcement relating to the subject matter or terms of this Agreement unless it has the prior written consent of the other Party.

24. Equitable relief

The Parties agree that damages may not be an adequate remedy for breach of clause 22 and that the disclosing party will be entitled to equitable relief, including temporary and permanent injunctive relief without the obligation of posting a bond (cash or otherwise), in the event of actual or threatened unauthorised disclosure or use of Confidential Information in breach of clause 22.

25. Termination

25.1 Termination for cause

A Party (**Terminating Party**) may terminate this Agreement immediately by giving written notice to that effect to the other Party (**Other Party**) if any of the following events occur:

- (a) the Other Party breaches a material term of this Agreement (including failing to make a payment on the date that it is due) and fails to remedy that breach within 14 days of written notice to do so from the Terminating Party, if such breach is capable of remedy;
- (b) the Other Party breaches a material term of this Agreement and such breach is not capable of remedy; or
- (c) subject to any Laws, the Other Party suffers an Insolvency Event.

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25.2 Termination for convenience

After the expiration of the Initial Period, either Party may terminate this Agreement at any time by giving the other Party at least 30 days' notice in writing to that effect.

25.3 Effect of termination

- (a) The effective date of termination is:
 - (i) if this Agreement is terminated under clause 25.1, the date on which the notice of termination is given under that clause; and
 - (ii) if this Agreement is terminated under clause 25.2, the expiry of the notice period referred to in that clause.
- (b) If this Agreement is terminated for any reason:
 - (i) the Company must continue to provide Staysafe until the effective date of termination;
 - (ii) the Customer must pay all unpaid Agreement Price in relation to the period prior to the effective date of termination and all other amounts owed to the Company in respect of Staysafe properly performed;
 - (iii) the use of Staysafe is terminated on and from the effective date of termination and the Company may withdraw the Access Information for all Users;
 - (iv) all licenses for a Party to use or exploit the other Party's Intellectual Property Rights granted under this Agreement terminate;
 - (v) this Agreement ends and does not have any further effect, save to the extent expressly stated otherwise; and
 - (vi) termination or expiry of this Agreement is without prejudice to a Party's right to enforce a Claim of either Party which arises before date of termination.

26. Dispute resolution

26.1 Notification of Dispute

If any dispute arises between the Parties under this Agreement (**Dispute**):

- (a) a Party may give Notice of the Dispute with reasonable particulars of the Dispute, the remedy sought and request the Parties meet with a view to resolving the Dispute (**Dispute Notice**);
- (b) the recipient of the Dispute Notice must provide a written response to the matters raised in the Dispute Notice within 7 Business Days of receiving the Dispute Notice and the recipients must meet within 10 Business Days of the Dispute Notice to discuss and attempt to resolve the Dispute in good faith.

26.2 Urgent relief

Nothing in clause 26.1 prevents a Party from seeking urgent injunctive or interlocutory relief in the courts referred to in clause 29.

27. Force Majeure

27.1 Notice

A Party (**Affected Party**) will not be liable for delay or failure to perform its obligations under this Agreement where such delay or failure is caused by a Force Majeure Event (other than the obligation to pay money) if, as soon as possible after the beginning of the Force Majeure Event affecting the ability of the Affected Party to perform any of its obligations under this Agreement, it gives a notice to the other Party which:

- (a) specifies the obligations the Affected Party cannot perform;
- (b) reasonably describes the Force Majeure Event;
- (c) estimates the time during which the Force Majeure Event will subsist; and
- (d) specifies the measures proposed to be adopted to remedy or abate the Force Majeure Event.

27.2 Continue with obligations

The Affected Party must to the extent reasonably practicable (provided that the Affected Party is not obliged to settle any industrial disputes) take all action to mitigate Liabilities suffered by the other Party as a result of the Affected Party's failure to perform its obligations under this Agreement.

28. Modern Slavery

Upon reasonable request by the Company, the Customer will provide information to the Company to enable the Company to comply with the Modern Slavery Act and to demonstrate the Customer's compliance with this clause, and if the Customer is required to comply with the Modern Slavery Act, the Customer warrants that:

- (a) it will comply with the Modern Slavery Act; and
- (b) neither Customer nor to the best of the Customer's knowledge, Customer's Personnel or any person in its supply chain, has anywhere in the world committed or been charged with an offence relating to Modern Slavery.

29. Governing Law

This Agreement shall be governed by, take effect and be construed in accordance with the Laws of Western Australia and all of the Parties submit to the exclusive jurisdiction of the Courts of Western Australia.

30. Variation

The Parties can vary this Agreement only if the variation is in writing and signed by each of the Parties.

31. Assignment, novation or transfer

- (a) The Customer must obtain the prior written consent of the Company before it transfers, assigns or novates it's rights or obligations under this Agreement.
- (b) The Company may transfer, assign or novate it's rights or obligations under the Agreement.
- (c) A Change of Control in the Customer will be deemed an assignment of this Agreement.

32. Severance

If a provision in this Agreement is invalid, illegal or unenforceable as held by a Court of competent jurisdiction, then to the extent of the invalidity, illegality or unenforceability, that provision must be ignored in the interpretation of this Agreement. The remaining provisions of this Agreement will remain in full force and effect.

33. Waiver

- (a) A Party granting a waiver of a right under this Agreement must give written notice of that waiver to the Party which benefits from the waiver.
- (b) A Party's failure, partial failure or delay in exercising a right relating to this Agreement is not a waiver of that right.
- (c) A Party may not claim that another Party's delay or failure to exercise a right relating to this Agreement constitutes a waiver of that right or is a defence to its own action or inaction.
- (d) The Parties may not waive or vary this clause 33.

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34. Entire agreement

This Agreement is the entire agreement between the Parties and supersedes all previous agreements.

35. Survival

The warranties, representations and indemnities expressly stated in this Agreement and clauses 21 and 22 survive the termination and performance of obligations of this Agreement.

36. Cumulative rights

A Party's rights under this Agreement are in addition to its rights at Law.

37. Further assurance

Each Party at its own expense must do everything necessary to give full effect to this Agreement.

38. Independent advice

Each Party has had an opportunity to obtain independent legal advice on this Agreement.

39. Legal relationship

This Agreement does not make either Party the employee, agent or legal representative of the other for any purpose whatsoever. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party unless otherwise permitted under this Agreement or with the written consent of the other Party. In fulfilling its obligations pursuant to this Agreement, each party shall be acting as an independent contractor

40. No merger

A Party's rights and obligations do not merge on the execution or completion of this Agreement.

41. No representations

Subject to the express provisions in this Agreement:

- (a) neither a Party nor its representative has made any representation to another Party to induce that other Party to enter into this Agreement; and
- (b) neither a Party nor a person acting on a Party's behalf was induced to enter into this Agreement by relying on a representation that another Party has made.

42. Costs and expenses

Each Party must pay its own legal and other costs and expenses in relation to preparation and execution of this Agreement.

43. Notices

- (a) A notice or other communication to a Party under this Agreement (**Notice**) must be:
 - (i) in writing and in English;
 - (ii) signed by the sender or a person authorised to sign on behalf of the sender;
 - (iii) addressed to that Party in accordance with the details set out in the Staysafe Monitoring Agreement (or as otherwise directed by the other Party).
- (b) A Notice can be hand delivered, posted by pre-paid post or emailed to the nominated address.

Notice delivery method	When notice is regarded as given and received
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By hand to the nominated address	When delivered to the nominated address.
By pre-paid post to the nominated address	At 9.00 am (addressee's time) on the third Business Day after the date of posting.
By email to the nominated email address	5 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

- (c) If a communication given under clause 43(a) is taken to be received on a day that is not a Business Day or after 5.00pm in the place where communication is received, it will be taken to be received at 9.00am on the next Business Day.

44. Counterparts and commencement

This Agreement may consist of a number of copies, each signed by one or more Party. The date on which the last counterpart is signed will be the date of this Agreement.

This Agreement is entered into by and on behalf of **CTI Security Services Pty Ltd (ABN 83 009 236 104), CTI Security Systems Pty Ltd (ABN 72 009 302 032)** and the Customer named below and is a binding agreement on the date on which it is executed by the Customer.

EXECUTED by the **Customer** named below by the Customer's officer who has authority to do so and to bind the Customer in accordance with its constitutional documents and the laws applying in the place of its incorporation:

Customer full name (please print)	Customer ABN (if entity)
	←
Signature of Person or Company Officer	
Full name of Person or Company Officer (please print)	
Officer title or capacity	
Date	

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