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|---|-----------|------------|---------------------------|------------------------|---------------------|----|--------|------------------------|----------|--|--------|---------------------|--|
| PART E: CUSTOMER AND KEY HOLDER CONTACT DETAILS | | | | Initial | | | | | | | | | |
| Premises Phone | | | | E-mail address | | | | | | | | | |
| Key holder 1 name & surname | | | | Cell no | | | SMS | YES | NO | | | | |
| Key holder 2 name & surname | | | | Cell no | | | SMS | YES | NO | | | | |
| Key holder 3 name & surname | | | | Cell no | | | SMS | YES | NO | | | | |
| PART F: PASSWORDS | | Initial | | | | | | | | | | | |
| Normal Password | | | | Duress Password | | | | | | | | | |
| PART G: GENERAL | | | | | | | | | | | | | |
| Type of installation | Take-over | | Link-up | | Upgrade | | New | | Transfer | | Resign | | |
| Previous company | | | | Contact nr | | | | Installer name and nr. | | | | | |
| Warning boards | | | | Installer code | | | | Panel Type | | | | | |
| PART H: INITIAL CONTRACT PERIOD | | | | | | | | | | | | | |
| 12 Months | | | | 24 Months | | | | 36 Months | | | | Other agreed period | |
| PART I : OPEN AND CLOSING SCHEDULE AND MONTHLY COST | | | | | | | | | | | | | |
| Day of the week | Open time | Close time | Monitoring & Reaction Fee | | YES | NO | R | | | | | | |
| Monday | | | SMS Service Fee | | YES | NO | R | | | | | | |
| Tuesday | | | Additional Signal Fee | | YES | NO | R | | | | | | |
| Wednesday | | | Data Cost (Modem) Fee | | YES | NO | R | | | | | | |
| Thursday | | | | | YES | NO | R | | | | | | |
| Friday | | | | | YES | NO | R | | | | | | |
| Saturday | | | | | YES | NO | R | | | | | | |
| Sunday | | | TOTAL MONTHLY FEE | | (VAT inclusive) | | R | | | | | | |
| | | | | | First Billing Date: | | | | | | | | |
| | | | | | Initial | | | | | | | | |
| SIGNATURES & ACKNOWLEDGEMENTS | | | | | | | | | | | | | |
| The terms and condition hereof form part of this Agrrement, and the signatory acknowledges that he/she has read and understands these terms and conditions. The signatory guarantees that he/she has authority to sign this agreement. I/We, the undersigned, hereby bind myself/ ourselves as surety/ies and co-principal debtor/s jointly and severally with the CUSTOMER, without the benefits of seizure by law, division and cession of actions, for the due fulfillment of all the terms and obligations of the above agreement by the CUSTOMER in favour of THE COMPANY. | | | | | | | | | | | | | |
| A complete copy of this agreement will be provided to the Customer on written request. This is a fixed term service agreement , in terms of Clause 17 hereto and for a period as marked in Part H above. | | | | | | | | | | | | | |
| THIS AGREEMENT SIGNED AT | | | | | ON DATE | | / / 20 | | | | | | |
| Signature of CUSTOMER | | | | Signed by (full names) | | | | | | | | | |
| Signature obo THE COMPANY | | | | Signed by | | | | | | | | | |
| THE COMPANY is duly registered with the Private Security Industry Regulatory Authority with registration number 121111. | | | | | | | | | | | | | |
| JOB CARD INSTRUCTIONS | | | | | | | | | | | | | |
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Nr

FIXED TERM MONITORING & REACTION AGREEMENT
Schedule A

| | | | | | | | | | | |
|---|-------------|---------------|--------------------|------------------------------|----------------------------|---------------------------|--------------------|------------------|------------|-------|
| Client Acc. No. | | Quotation No: | | Consultant/ Rep: | | SAIDSA Certificate no: | | | | |
| PART A: CUSTOMER DETAILS | | | | | | | | | | |
| Customer / Business Name | | | | | | | | | | |
| Owner / Representative Full Names | | | | | | | | | | |
| Invoice to be made out to | | | | | | | | | | |
| ID of Customer / Owner / Representative signing agreement | | | | | | | | | | |
| Company Reg no | | | | Company VAT reg no | | | | | | |
| Postal address | | | | | | Code | | | | |
| PART B: ALARM LOCATION ADDRESS | | Initial | | | | | | | | |
| Building / House / Unit number | | | | Complex / Business park name | | | | | | |
| Street name | | | | | | | | | | |
| Suburb | | | | | Town / City | | | | | |
| Type of premises | Residential | | Commercial (small) | | Commercial (medium) | | Commercial (large) | | Industrial | |
| Trading Name on Shop Front | | | | | | | | | | |
| PART C: SIGNAL AND TRANSMITTER INFORMATION | | | | | | | | | | |
| Additional Signals | | | | | | Cost per signal | | | | |
| 1. | | | | | | R | | | | |
| 2. | | | | | | R | | | | |
| Type of TRANSMITTER(s) to be installed | | | Radio Transmitter | | | GSM modem | | Other | | |
| Value of TRANSMITTER(s) | | R | | | Annual Admin Fee per radio | | R | | | |
| Amount of radio's installed | | | | | Link-up fee per radio | | R | | | |
| Amount of modems installed | | | | | Link-up fee per modem | | R | | | |
| PART D: REACTION INFORMATION | | | | | | | | | | |
| Special monitoring & reaction instructions: | | | | | | | | | | |
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| Directions: | | | | | | | | | | |
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| | | | | | | | | | | |
| Access onto property: | | Keypad | | | Master lock | | | Response Remotes | | Other |

**TERMS AND CONDITIONS
(incorporating Schedule A)**

Entered into and between:

ABC Compu Security Systems, trading under the name and style of ABC Security, a company duly registered in terms of the Company Laws of South Africa, having its place of principal business at: Lower Ground Floor, Trumali House, Trumali Road, Stellenbosch, 7600 (hereinafter referred to as "THE COMPANY")

and the **"CUSTOMER"** as defined in Part A of Schedule A hereto.

The parties hereby agree that:

- 1. DEFINITIONS**
- 1.1 The "parties" are as described above.
- 1.2 Headings are for reference purposes and do not contribute to the meaning of the contents thereof.
- 1.3 Reference to one gender will include the other.
- 1.4 Reference to the singular or plural of one word will include the other.
- 1.5 The "initial period" shall mean the contract period as indicated in Part H read with Clause 17.
- 1.6 "Link-up" shall mean the installation and connection of the TRANSMITTER to the already existing alarm system of the CUSTOMER if marked in Part G of Schedule A.
- 1.7 "Take-over" shall mean the instance where the TRANSMITTER of THE COMPANY has already been installed in the PREMISES prior to the existence of this agreement for the purposes of monitoring a previous customer, if marked in Part G of Schedule A.
- 1.8 "Upgrade" shall mean the upgrade of the existing ALARM SYSTEM of the CUSTOMER, if marked in Part G of Schedule A.
- 1.9 "New" as per schedule A shall mean the installation of a complete new ALARM SYSTEM, if marked in Part G of Schedule A.
- 1.10 TRANSMITTER is defined in clause 2 hereto.
- 1.11 "SAIDSA" means the South African Intruder Detection Services Association
- 1.12 "Alarm" or "alarm system" shall mean an electronic intruder detection system capable of causing the TRANSMITTER to communicate with a central station.
- 1.13 "emergency signal" shall mean burglary and/or panic signals.

SECTION A: INSTALLATION

2. TRANSMITTER
THE COMPANY undertakes to install signalling equipment (*hereinafter referred to as the* "TRANSMITTER") for the monitoring of the ALARM SYSTEM installed at the premises as described in Part B of Schedule A (*hereinafter referred to as the* "PREMISES") in the central station of THE COMPANY or his sub-contractor. Signalling equipment shall mean such equipment as defined and prescribed in terms of the by-laws of SAIDSA and as selected in Part C of Schedule A hereto.

3. ALARM SYSTEM
Where THE COMPANY has installed the ALARM SYSTEM, it will consist of components as set out in the Quotation to the CUSTOMER. This agreement has been entered into after the acceptance of the quotation or estimate by the CUSTOMER. The CUSTOMER hereby confirms that he is satisfied with the ALARM SYSTEM as set out in the quotation.

4. INSTALLATION COST
The cost for the installation of the TRANSMITTER (link-up fee as set out in Part C of Schedule A) and/or the ALARM SYSTEM (where purchased from THE COMPANY) is in the amount as set out in the quotation, payable on acceptance of the quotation, which amount shall be payable over and above any fees owing to THE COMPANY in terms of this agreement.

5. INSTALLATION (GENERAL)

5.1 THE COMPANY will start as soon as possible with the installation of the TRANSMITTER and/or ALARM SYSTEM with all due care after expiry of the cooling-off period as provided for in the Consumer Protection Act. The CUSTOMER shall afford THE COMPANY every assistance to complete the installation and will not interfere with the workmen in the performance of their duties. The CUSTOMER further agrees to accept sole responsibility for any damages to the PREMISES caused by the installation of the TRANSMITTER and/or ALARM SYSTEM and/or the warning boards.

5.2 The CUSTOMER agrees that where he owns an existing ALARM SYSTEM, prior to entering into this agreement, in or on the PREMISES, the TRANSMITTER installed shall be connected to such ALARM SYSTEM ("link-up"). If such ALARM SYSTEM is found to be faulty or transmits false signals, THE COMPANY shall provide the CUSTOMER with a quotation for the repair of such ALARM SYSTEM. Any unforeseen delays in the start of the installation, or repairs to an existing faulty ALARM SYSTEM will not give reason for cancellation of this agreement. It is the CUSTOMERS' responsibility to provide THE COMPANY with the correct installer code of the existing ALARM SYSTEM in order to install the TRANSMITTER. In the absence of the correct installer code, THE COMPANY will attempt to default the alarm panel and re-program same, at the expense of the CUSTOMER.

5.3 In the event that the TRANSMITTER is connected to an existing ALARM SYSTEM, it is not the responsibility of THE COMPANY to ensure that the existing ALARM SYSTEM was installed in terms of the standard installation practice of SAIDSA, or any other industry practice, and the CUSTOMER accepts full responsibility for such an installation.

6. MAINTENANCE AND GUARANTEE

6.1 THE COMPANY agrees to maintain and service the TRANSMITTER for the duration of this agreement, if necessary, at its expense. THE COMPANY undertakes no responsibility whatsoever for the maintenance and/or repair of any ALARM SYSTEM or any component thereof not installed or not covered by a guarantee from THE COMPANY and the CUSTOMER undertakes that any such ALARM SYSTEM shall at all times during the existence of this agreement be kept in proper working order and condition by the CUSTOMER at its sole cost and expense. Upon request by the CUSTOMER, THE COMPANY will provide a quotation and proceed with repairs to such an ALARM SYSTEM on the acceptance by the CUSTOMER. The CUSTOMER shall not withhold any payments payable to THE COMPANY in respect of this agreement due to the non-performance of the ALARM SYSTEM. It is specifically agreed that it is the responsibility of the CUSTOMER to test the alarm system at least once a month and to ensure that all detection devices connected to the ALARM SYSTEM provides adequate protection as required by the CUSTOMER and/or his insurer from time to time.

6.2 THE COMPANY agrees to maintain the ALARM SYSTEM purchased from THE COMPANY for the duration of the guarantee period from date of installation. Should any third party in any way interfere, connect additional components or effect repairs to the ALARM SYSTEM during the guarantee period, the guarantee will immediately become null and void.

6.3 Should the TRANSMITTER or ALARM SYSTEM, during the guarantee period, fail to operate for any reason upon notice by the CUSTOMER thereof, THE COMPANY will attempt to commence repairs thereto as soon as possible. If THE COMPANY fails to do so, the CUSTOMER shall not be entitled to any claim for damages or reduction of fees against THE COMPANY, nor shall the CUSTOMER have the right to cancel this agreement or to withhold payment of any fees by reason thereof. In the event that the TRANSMITTER or ALARM SYSTEM fails to operate due to the fault or negligence of the CUSTOMER, its agents, servants or any other third party, fire, theft, lightning, a power surge or due to malicious or accidental damage the cost of such

repairs/replacements shall be borne and paid by the CUSTOMER and is excluded from any guarantee. It is therefore the responsibility of the CUSTOMER to insure the TRANSMITTER and ALARM SYSTEM.

6.4 THE COMPANY shall at all times be entitled to remove any part of the TRANSMITTER or ALARM SYSTEM from the PREMISES in order to affect any necessary repairs which cannot be effected on the PREMISES.

6.5 The CUSTOMER is hereby informed and advised to upgrade the alarm system at least once every five years from date of installation, and to replace the battery at least once every two years, should there be no need or reason to do so within a shorter period of time. It is the CUSTOMERS' sole responsibility to call on THE COMPANY to inspect and determine the need for an upgrade.

6.6 In particular it is specifically hereby agreed that should the CUSTOMER call upon THE COMPANY to affect any repairs to the ALARM SYSTEM and or the TRANSMITTER, and where such repairs are not covered by any guarantee in terms of this agreement, the CUSTOMER hereby pre-authorizes the cost of such a call out equal to the amount normally charged by THE COMPANY at the time. The call out fee does not include any cost for material or labour used for such a repair.

7. OWNERSHIP OF TRANSMITTER
The TRANSMITTER, except for a digital communicator, will at all times remain the property of THE COMPANY and shall not by reason of attachment or connection to any fixed property become or be deemed to be a fixture to such property and shall at all times be separable, and shall be free from claim or right of the CUSTOMER except as set out herein. Upon termination of this agreement, or any extension hereof, for any reason, THE COMPANY will have the right to remove the TRANSMITTER from the PREMISES and the CUSTOMER undertakes to allow the workmen of THE COMPANY reasonable access and egress in and from such PREMISES for the said purpose. The CUSTOMER undertakes to notify the landlord of the PREMISES at which the TRANSMITTER is to be installed, immediately of the name and address of THE COMPANY and to further notify such landlord in writing of the terms of this agreement providing for the retention of ownership of the TRANSMITTER by THE COMPANY.

8. RISK IN POSSESSION
Notwithstanding the retention of ownership by THE COMPANY of the TRANSMITTER, the risk in possession of the TRANSMITTER shall pass to the CUSTOMER on the installation thereof in the PREMISES. The CUSTOMER agrees to assume full responsibility for any risk arising out of the possession and the use of the TRANSMITTER and accepts liability to make good to THE COMPANY the market value, being the agreed value of the TRANSMITTER as set out in Part C of Schedule A, at the time of and in the event of the same being destroyed or damaged by fire, lightning, burglary, storm, tempest, flood or any act of God, pests, rodents, riots, civil commotion, or caused by any person or workman not in the employment of THE COMPANY working on or tampering with any part of the ALARM SYSTEM or TRANSMITTER or through any cause other than through the fault or negligence of THE COMPANY, its employees or agents.

9. REMOVAL OF AND ALTERATION TO INSTALLATION
The CUSTOMER shall not be entitled to remove the TRANSMITTER or ALARM SYSTEM from the position(s) in which it was placed by THE COMPANY or to make any alterations thereto. In the event of the CUSTOMER, during the duration of this agreement, desiring to have the TRANSMITTER or ALARM SYSTEM moved in or from the PREMISES in which installed and/or to relocate in the same or other premises, or desiring any alterations to be made thereto, or any part thereof, the CUSTOMER will give reasonable notice to THE COMPANY in writing requesting so. Any removal, installation or alteration will be carried out only by THE COMPANY and will be subject to all terms and conditions herein set out. The CUSTOMER agrees to accept sole responsibility for and indemnifies THE COMPANY against any damage to the premises in which the TRANSMITTER and ALARM SYSTEM is installed, caused by the removal or alteration of any part thereof from the PREMISES whether during the duration of this agreement or upon termination. All alterations to or removal and re-installation of the TRANSMITTER and/or ALARM SYSTEM will be done at the sole expense of the CUSTOMER.

10. ELECTRICAL CURRENT AND COMMUNICATION COSTS
THE COMPANY shall not be liable for the cost of electricity used by the TRANSMITTER and/or ALARM SYSTEM, or any part thereof, and the CUSTOMER shall be responsible for the continuous supply of electricity and for the installation of all switches, plugs and other equipment necessary for the installation and operation of the ALARM SYSTEM and/or TRANSMITTER. The CUSTOMER will also be responsible for the provision of a telephone line (if applicable), together with the cost of calls, utilized by the digital communicator and/or all the data costs associated with the GSM modem (if applicable).

11. INSPECTION
THE COMPANY will have the right at all times, with prior arrangement, to enter the PREMISES for the purpose of inspecting the ALARM SYSTEM and/or TRANSMITTER.

SECTION B: MONITORING SERVICE

12. SERVICE

12.1 THE COMPANY, either itself or by an approved sub-contactors will monitor signals from the TRANSMITTER installed on the PREMISES linked to the ALARM SYSTEM of the CUSTOMER.

12.2 THE COMPANY will on receipt of a signal, act in accordance with THE COMPANY procedures, unless otherwise agreed to in writing, subject to additional changes.

12.3 THE COMPANY will only be obliged to attempt to communicate with the CUSTOMER or key holder(s) by telephone and/or SMS at the telephone numbers furnished by the CUSTOMER in respect of signals received. It will not be expected of THE COMPANY to take any other steps to communicate with the CUSTOMER or key holders.

12.4 It is only expected of THE COMPANY to act on signals other than emergency signals, by attempting to communicate such signals to the CUSTOMER via SMS or telephone.

12.5 It is understood by the CUSTOMER that in the event of a faulty TRANSMITTER and/or ALARM SYSTEM or in the event of a storm and/or area power failure causing excessive traffic on the radio frequency and base stations used for communication between the TRANSMITTER and the control centre of THE COMPANY, that it may occur in certain circumstances that signals are not received by THE COMPANY.

12.6 In the event that the CUSTOMER requires the monitoring of signals other than emergency signals, i.e opening and/or closing signals, such signals will only be monitored by the installation of a secondary TRANSMITTER for the sole purpose of this monitoring facility.

12.7 Where the receipt of a signal by THE COMPANY is dependant on a third party network, the CUSTOMER acknowledge that THE COMPANY has no control over this network, and subsequently indemnifies THE COMPANY against any failure in receipt of signals from such a TRANSMITTER.

13. FALSE ALARMS/SIGNALS
Notwithstanding anything herein contained, in the event of THE COMPANY or his agent attending at the PREMISES where the TRANSMITTER is situated as a result of the same having been activated by any act of omission of the CUSTOMER, his servants, customers, invitees or agents, or any other person lawfully upon the PREMISES, or in the event of the TRANSMITTER having been activated as a result of any neglect on the part of the CUSTOMER or any of the above said persons, the CUSTOMER will pay to THE COMPANY a reasonable fee for so attending at the PREMISES as set out in clause 15.5.

14. KEYHOLDERS
The CUSTOMER will at all times keep THE COMPANY notified in writing of the name, and contact numbers of one or more person(s)(key holders) with whom THE COMPANY may communicate in regard to the TRANSMITTER, its operation and the PREMISES in which it is installed.

SECTION C: REACTION SERVICE

15. SERVICE

15.1 On receipt of an emergency signal and/or call and if no satisfactory explanation is given telephonically from the CUSTOMER, THE COMPANY will

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immediately contact the reaction officer who will proceed as quickly as operational circumstances may permit, either itself or by an approved sub-contactors, which will be directed at minimizing the actual loss, injury or damage suffered by the CUSTOMER, his family, property or assets through the prompt reaction to the PREMISES, and offer every reasonable assistance in the handling of the situation.

- 15.2 It is specifically agreed that THE COMPANY can not guarantee a specific response time.
- 15.3 The reaction service provides for attendance on a twenty four (24) hour basis to the PREMISES from which a signal is received.
- 15.4 It is accepted that the reaction vehicles of THE COMPANY and/or its sub-contractors are not classified as emergency vehicles and therefore it will not be expected of THE COMPANY and/or its sub-contractors to be involved in hi-speed traffic pursuits or the violation of any traffic regulations.
- 15.5 Subject to the specific request of the CUSTOMER and provided that a safe means of access is given by and at the expense of the CUSTOMER, the reaction officer will carry out inspections at the PREMISES in terms of which the reaction officer will enter the grounds of the PREMISES and inspect the perimeter of the dwelling and outbuildings. The number of reaction visits or calls required by the CUSTOMER will be not be limited per month provided same shall not be abused by the CUSTOMER, either by accidental and/or false alarms due to the negligence of the CUSTOMER, defective ALARM SYSTEM or otherwise. THE COMPANY, in the instance where the CUSTOMER fails and/or refuses to remove the cause of false or accidental alarm activations, reserves the right to charge the CUSTOMER an additional fee equal to 20% of the total monthly fee for each individual call or to suspend or cancel the reaction service until such time as the CUSTOMER has rectified the reason for such false or accidental alarms. The CUSTOMER will be allowed not more than 3 (three) false or accidental alarm activations per month.
- 15.6 Should the reaction officer detect any visible damage or disturbance of the security of the PREMISES, and in the CUSTOMERS absence, the central station will notify the CUSTOMER and/or key holder(s). THE COMPANY will also, at the risk and expense of the CUSTOMER, take such steps at its sole discretion and as the circumstances permit to attempt to ensure the security of the PREMISES, until the arrival of the CUSTOMER, its key holder or any other person so instructed by the CUSTOMER.
- 15.7 It is the responsibility of the CUSTOMER to attend to the PREMISES and secure the PREMISES after any activation thereof.
- 15.8 In the event that the CUSTOMER/key holder called upon does not attend the PREMISES within (20) twenty minutes from the time the alarm was activated, there is no obligation on THE COMPANY to secure the premises, but will attempt to arrange the placement of a guard on request of the CUSTOMER. The CUSTOMER will bear the expense of such a guard.
- 15.9 There will be no responsibility on THE COMPANY in terms of this agreement or otherwise to assist the CUSTOMER and/or his agents and/or his servants, and/or any other person on the PREMISES in respect of any situation caused from and arising out of domestic violence or drunken disorderly, however THE COMPANY will at its own discretion inform and request the SAP to attend to the PREMISES.

16. ABSENCE OF CUSTOMERS FROM PREMISES

In the event of the CUSTOMER leaving the PREMISES for any period exceeding 48 hours, whether on holiday or for any other reason, the CUSTOMER may notify THE COMPANY of such absence. The CUSTOMER undertakes that during his absence as aforesaid, no domestic pet at the PREMISES will be in the position to activate the alarm system. On request of the CUSTOMER, THE COMPANY may deliver a premises check, during such absence, which service will be charged separately from the fee herein contained for each and every holiday check so attended, which amount is payable in advance.

SECTION D: GENERAL

17. DURATION OF AGREEMENT

It is specifically agreed that the duration of this agreement will be for a period as selected in Part H of Schedule A, commencing on the day immediately following the completion of the installation of the TRANSMITTER, and the terms and conditions of this agreement will continue to be of full force and effect for the full period as determined in terms of Clause 18 hereunder. In the event that no contract period is selected in Part H, then it is agreed and accepted by both parties, that the initial period will be 36 months.

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18. RENEWAL OF AGREEMENT

Upon the expiry of the initial period of this agreement set out herein, the CUSTOMER may cancel this agreement by giving at least 20 business days prior written notice of such cancellation. Should the CUSTOMER not wish to cancel the agreement, the parties agree that the agreement will be deemed to have been renewed and to continue in force for a period equal to the initial period as contemplated in Section 14(2)(d)(ii) of the Consumer Protection Act, as amended from time to time.

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19. MONTHLY FEE PAYABLE

- 19.1 The CUSTOMER will pay a monthly fee to THE COMPANY in respect of the monitoring and reaction service, as set out in Part I of Schedule A to this agreement, subject to the provisions of Clause 20.
- 19.2 Should the CUSTOMER require the receipt of signals via SMS, an amount as set out in Part I of Schedule A is payable. This service can however be added and deleted at any time on request of the CUSTOMER.
- 19.3 In addition to the above, the monitoring of additional signals, such as open and close signals, electric fence and partition monitoring as specified in Part C of Schedule A will also be payable together with the monthly monitoring and reaction service.
- 19.4 The CUSTOMER will be liable for an annual admin fee, payable yearly in advance in the amount as set out in Part C of Schedule A over and above any fees payable in terms of this agreement, and subject to increase from time to time as determined by THE COMPANY.

20. PAYMENT METHOD AND ANNUAL INCREASE IN FEES

- 20.1 The monthly fee as defined in Part I of Schedule A shall be payable:
- by debit order at a bank in favour of THE COMPANY monthly in advance; alternatively,
 - by way of EFT by the client directly into the account elected by THE COMPANY from time to time to be received on or before the 1st of each month, monthly in advance, reflecting the account number of the CUSTOMER as reference.
- 20.2 The fees are based upon the cost of labour, fuel, material and maintenance of radio receiving control facilities and other disbursements ruling at the date hereof, and THE COMPANY reserves the right to from time to time, increase the fee of the services by that amount that represents any increase in the above costs, or due to the general inflation.
- 20.3 It is specifically agreed between the parties, that this agreement is not a credit agreement as determined in the National Credit Act, or any subsequent Act.
- 20.4 The parties specifically agree that the account with THE COMPANY is not a credit facility, as all services are paid monthly in advance for that specific month, and that no payment is deferred in respect of an account or amount.

21. LIMITATION OF LIABILITY

- 21.1 It is agreed and acknowledged that THE COMPANY and/or its sub-contractors will not be liable to the CUSTOMER or to any other party for loss, injury or damages to any person or property, consequential or otherwise caused by or arising out of anything done or omitted to be done by THE COMPANY, its sub-contractors, agents and/or servants, pursuant to this agreement, whether such act or omission be negligent, by THE COMPANY or sub-contractors, whether on duty or not, and the CUSTOMER accordingly indemnifies THE COMPANY and its sub-contractors any losses however caused.
- 21.2 In the event that the CUSTOMER institutes action against THE COMPANY, for whatever reason, the CUSTOMER waives any amount so claimed that exceeds the claim limits as determined by THE COMPANY's liability insurance at the time of instituting the claim.
- 21.3 It is the CUSTOMERS duty to fully and adequately insure the PREMISES and its contents at all times, and that this service does not in any way replace or supplement the duty to do so.
- 21.4 The CUSTOMER further acknowledges that due to the nature of the service, this clause is not unfair or unreasonable in terms of Section 48 of the Consumer Protection Act.

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22. CESSION AND SUBSTITUTION

All the terms and conditions hereof will be binding and endure for the benefit of the successors of the relative parties, but the interest of the CUSTOMER will be transferable only with the written consent of THE COMPANY first had and obtained. THE COMPANY may at any time without notice, cede, assign or

make over any of its rights or obligations under this agreement to any third party, but the CUSTOMER will not cede, assign or make over its rights and obligations hereunder, or any part thereof, without the prior written consent of THE COMPANY.

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23. BREACH OF AGREEMENT & EARLY CANCELLATION PENALTY

The CUSTOMER will be deemed to have defaulted under this agreement if the CUSTOMER or his servant, agents, invitees, customers, members of the household or any other person lawfully entering into the CUSTOMERS premises, tampers with the unit box or appurtenances of the TRANSMITTER and/or ALARM SYSTEM, or breaks the box containing the TRANSMITTER, or if the CUSTOMER is placed under provisional of final sequestration or liquidation, or under provisional or final judicial management, administration or debt review, or if the CUSTOMER gives notice of the surrender of his estate, or if the CUSTOMER makes default in payment of any monthly fee or if any bill furnished by the CUSTOMER are dishonoured by non-payment for any reason or if the CUSTOMER fails to furnish any bill as provided for in this agreement, or if the CUSTOMER otherwise breaches any of the provisions of this agreement, or if the CUSTOMER fails to pay for any service or repair charges, installation charges, radio licence charges on due date thereto, or if the CUSTOMER abandons the TRANSMITTER or any portion thereof, or vacates the PREMISES where the TRANSMITTER is located or if an excessive number of false alarms take place other than by reason of any mechanical or electrical failure of the TRANSMITTER or any portion thereof, or if the CUSTOMER cancels the agreement within the initial period, if any such events THE COMPANY will immediately upon such breach or default be entitled at its sole discretion to either:

- 23.1 continue to endorse this agreement and/or;
- 23.2 claim from the CUSTOMER immediately on such default payment of the full balance of the fees and any charges or disbursements outstanding, in which event the CUSTOMER will upon payment of the amount in question, be entitled to the use of the TRANSMITTER and the service in terms of this agreement, and pending such payment in full THE COMPANY will be entitled to take and retain possession of the TRANSMITTER, subject to all the terms and conditions herein contained, or;
- 23.3 cancel this agreement forthwith and to take possession of the TRANSMITTER and ALARM SYSTEM (where not fully paid for) and claim from the CUSTOMER all arrears of fees to the date of such possession, together with any outstanding charges and disbursements, and in addition to claim from the CUSTOMER a reasonable early cancellation penalty in terms of Section 14 and Regulation 5 of the Consumer Protection Act. The parties agree that a reasonable penalty will be equal to a sum equivalent to 80% of the unexpired agreement periods' monthly fees payable by the CUSTOMER to THE COMPANY in terms of this agreement. The parties record that the TRANSMITTER and ALARM SYSTEM was installed for particular use at the PREMISES and it is a material consideration of THE COMPANY in entering into this agreement.

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Notwithstanding the provisions contained above, the CUSTOMER agrees that failure to make payment of any amount hereunder, including without limitation, any fees charged, charges and disbursements on their due dates, will entitle THE COMPANY summarily to suspend operation of the services to be rendered by it, and such services will only be re-connected or recommenced upon payment of all amounts due, together with a re-connection fee equal to three times the monthly fee at the time;

24. LEGAL PROCEEDINGS

- 24.1 The CUSTOMER hereby consents to the jurisdiction of the Magistrates Court in respect of all proceedings arising out of this agreement, notwithstanding the amount claimed or the nature thereof, providing however that THE COMPANY will always be entitled to institute action in the High Court.
- 24.2 In the event of THE COMPANY instructing its Attorneys to take steps to enforce any of THE COMPANY's rights under this agreement the CUSTOMER will pay to THE COMPANY such collection charges, tracing fees and other legal costs on an Attorney and own client scale as will be lawfully charged.
- 24.3 The CUSTOMER hereby waives the requirement of providing security for costs by THE COMPANY in the event that action is instituted by THE COMPANY as determined by the Magistrate's Court Act from time to time.
- 24.4 The CUSTOMER and the signatory hereby agrees that THE COMPANY may request a report on the credit profile of the CUSTOMER and/or signatory should it be necessary to do so.

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25. SERVICE & DELIVERY OF DOCUMENTS

The parties hereby elect as their respective addresses for the delivery and/or service of all documents of processes the alarm installation address as per Part B of Schedule A, unless expressly changed in writing.

26. COOLING-OFF PERIOD

- In terms of Section 16 of the Consumer Protection Act, as amended from time to time, the CUSTOMER has 5 (five) days from signature hereof to cancel this agreement in writing without any penalty provided that THE COMPANY has not commenced with the installation of the TRANSMITTER and/or ALARM SYSTEM.
- 26.1 In the event of such installation the CUSTOMER will be liable to THE COMPANY for the removal of such TRANSMITTER and/or ALARM SYSTEM as contemplated in Section 20(6) of the Consumer Protect Act, as amended from time to time.
- 26.2 In the event of the removal of the TRANSMITTER only, the CUSTOMER will be liable to THE COMPANY in an amount equal to THE COMPANY's standard call out rate at the time of such removal together with the fee of such installation, if any.
- 26.3 In the event of the removal of ALARM SYSTEM, the CUSTOMER will be liable to THE COMPANY in an amount not exceeding 25% of the initial accepted quotation value, which ever of the two is the highest, in lieu of the fact that parts of the ALARM SYSTEM such as the wiring will not be reusable, and that the equipment has been removed from its original packaging when installed.

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27. WHOLE AGREEMENT

This agreement constitutes the entire agreement between the parties and no variation of this agreement will be valid or binding unless reduced to writing and signed by both parties. It is specifically agreed that any representations made by the employees of THE COMPANY contrary to the conditions herein contained, prior to the signing of this agreement, will not be binding on the parties unless reduced in writing and included in this agreement as part hereof, or as an addendum. This agreement will only be in force and valid once signed and accepted by THE COMPANY.

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