

**BUREAU ALARM MONITORING
SERVICES AGREEMENT**

**STATEWIDE MONITORING SERVICES A
DIVISION OF PRIAM INVESTMENTS PTY LTD
ACN 010 347 805
(Statewide)**

and

**THE INSTALLER COMPANY
(The Company)**

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This Agreement is made on this

day of

2001.

PARTIES

1. Statewide Monitoring Services a Division of Priam Investments Pty Ltd ACN 010 347 805 of Unit 3/142 Tennyson Memorial Avenue, Tennyson in the State of Queensland (Statewide);

And

2. Of
in the State of Queensland ("The Company")

BACKGROUND

- A. Statewide provides monitoring services in return for payment.
- B. The Company installs security systems for clients of the Company.
- C. Statewide has no involvement in the selection, installation or appropriateness of the Equipment for the client.
- D. It is the Company's intention to engage Statewide to provide monitoring services. Statewide and the Company have set out below the terms and conditions for the supply of the services.
- F. The Company is not an agent of Statewide.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

1.1 In this Agreement unless the context otherwise requires: reference to a person includes any other entity recognised by law and vice versa; words importing the singular number include the plural number and vice versa; words importing one gender include every gender; and reference to any parties by their defined terms includes that party's executors, administrators or permitted assigns; every agreement or undertaking expressed or implied by which more than one person agrees or undertakes any obligation or derives any benefit binds or ensures for the benefit of those persons jointly and each of them severally; clause headings are for reference purposes only; reference to a Schedule or Form is a reference to the corresponding Schedule or Form to this Agreement;

1.2 In this Agreement unless the context otherwise requires: "**Agreement**" means this Agreement entitled Bureau Alarm Monitoring Services Agreement. "**Client**" means any person for whom the Company installs an alarm system and in relation to which system Statewide provides monitoring services. "**Contacts**" means those persons whose contact details have been provided to Statewide by the Company using Form 1 in Schedule 2. "**Entering a Test Signal**" means the process the Company uses to test the alarm system, that is the programming of the computer in order that the alarm system will be tested at a specific time. "**Equipment**" means all materials used in relation to and/or installed by the Company in the installation of alarm systems. "**Normal Rate of Charge**" means those charges referred to in clause 5. "**Services**" means the services set out in clause 2. "**Statewide**" means Statewide Monitoring Services A division of Priam Investments Pty Ltd ACN 010 347 805, its servants, agents, employees and any subcontractors.

2. Services

Statewide will provide one or a combination of the following services as directed by the Company in writing in accordance with clause 3 of this Agreement;

2.1 Basic Monitoring

Basic Monitoring involves the monitoring of alarm signals from a security system 24 hours of every day subject to the terms and conditions herein, and actioning of alarm signals received as soon as practicable in accordance with the Company's written instructions.

2.2 Partitioning Monitoring

Partitioning Monitoring involves the monitoring of alarm signals from a security system with separate areas programmed 24 hours of every day subject to the terms and conditions contained herein, and actioning of alarm signals received as soon as practicable in accordance with the Company's written instructions.

2.3 Safe-Com Monitoring

Safe-Com means monitoring of alarm signals from a security system 24 hours of every day subject to the terms and conditions contained herein, and actioning with the Company's written instructions.

2.4 Weekly/Monthly Event Reports

Weekly/Monthly Event Reports means alarm activity reports sent to the Company or to the Client at intervals as per the Company's written instructions.

2.5 Patrol Alarm Response

Patrol Alarm Response involves attendance at the Client's premises by a security officer as soon as possible after the receipt of an alarm, to observe whether the premises appear secure, by means of an external visual check at street level and accessible areas immediately adjacent to the area, the subject of the alarm. If the security officer holds keys and access code, the officer will reset the alarm. The Company agrees to pay Statewide for each Patrol Alarm Response at the Normal Rate of Charge.

2.6 School Monitoring

School Monitoring involves the monitoring of alarm signals from a security system 24 hours of every day subject to the terms and conditions herein, and actioning of alarm signals received as soon as practicable in accordance with the Company's written instructions.

2.7 Casual Monitoring

Casual Monitoring involves the monitoring of alarm signals from a security system 24 hours of every day subject to the terms and conditions herein, and actioning of alarm signals received as soon as practicable in accordance with the Company's written instructions.

3. INSTRUCTIONS FOR ACTIONING ALARM SIGNALS

The Company shall give Statewide a detailed description of alarm Equipment and instructions in relation to procedure on the actioning of alarm signals prior to the commencement of monitoring of the alarm system. These instructions are to be provided on Form 1 in Schedule 2. Variations to these instructions can be taken by Statewide orally but must be confirmed in writing within twenty four (24) hours of receipt of the oral variation. If written confirmation of the variation is not received by that time, Statewide will revert back to the original written instructions and act in accordance with those instructions.

4. ALARM TESTING

The Company recognises that Statewide can not be held liable for any Alarm System that does not operate correctly or if not fully tested on commissioning of the system. Monitoring can only be effectively carried out by Statewide if an alarm system is regularly tested. The Company will provide written instructions and complete all necessary operational requirements including correctly entering the Test Signal and following up the reports issued by Statewide in order to effect this.

5. PANEL DISCONNECTION

The Company recognises that when monitoring is ceased on an individual client, that the Company should ensure that the dialler in the panel is disconnected at the same time. The Company should provide written confirmation within twenty-four (24) hours that monitoring has been ceased and the dialler has been disconnected.

6. CHARGES

Fees will be charged at the rates set out in Schedule 1 of this Agreement.

7. PAYMENT

Unless otherwise agreed to in writing by Statewide, all fees or charges shall be paid by the Company to Statewide within thirty (30) days of the invoice date. Failure to paid all fees or charges within the specified time period will result in a further fee or charge of 3 percent interest on the daily balance.

8. TERM OF THE AGREEMENT

The term of this Agreement will be 12 months from the date of this Agreement. This Agreement will be automatically renewed every 12 months unless written confirmation is received from either party terminating the renewal.

9. INDEMNITY

The Company must indemnify and keep indemnified and hold harmless Statewide in respect of any damage, injury or loss occurring to any person or property and against all actions, suits, claims, demands, charges, losses, costs or expenses arising from the installation of the security system and provision of services in the event and to the extent that such damage, injury or loss has been incurred partly or wholly by the actions or omissions of the Company or its servants, employees, subcontractors or agents or by any breach by the Company of its obligations to Statewide under this Agreement.

10. EXCLUSION OF LIABILITY

Statewide shall not be liable to the Company in tort, contract, bailment or otherwise for any direct or consequential loss or damage occurring during the period of this Agreement where, in the provision of the monitoring services, Statewide has acted in accordance with the written instructions provided by the Company including any written variations provided to Statewide by the Company.

11. VARIATION OF TERMS AND CONDITIONS

Statewide will not be bound by any agreement purporting to vary these conditions unless such agreement is in writing and signed on behalf of Priam Investments Pty Ltd by an authorised officer of Priam Investments Pty Ltd.

12. PATROL CAR SERVICES

Security patrols will not be contacted unless Statewide has been directed by the Company in writing to do so. In the event of Statewide being unable to make contact with the Contacts the Company authorises Statewide, if considered necessary, to alert a security patrol or police, and agree to pay Statewide at its Normal Rate of Charge for the Patrol Car Response.

13. FORMS

The forms referred to in the Agreement are located in Schedule 2.

14. TERMINATION

If the Company fails to fulfill its obligations in accordance with the terms and conditions of this Agreement, Statewide reserves its right to terminate the Agreement with 30 days written notice given to the Company.

15. ADMINISTRATIVE PROVISIONS

15.1 Notices

(a) Any notice or other communications (notice) to be given for the purposes of this Agreement must be in writing and must be: (i) served personally; or (ii) sent by ordinary or registered post - person to person mail (airmail if overseas) to the address of Statewide (or such other address as that party notifies in writing); or (iii) sent by facsimile transmission to the facsimile number as that party notifies in writing.

(b) A notice given: (i) personally will be served on delivery; (ii) by post will be served seven days after posting; (iii) by facsimile transmission will be served on receipt of a transmission report by the machine from which the facsimile was sent indicating that the facsimile has been sent in its entirety to the facsimile number of Statewide or such other number as may have been notified by the receiving party. If the facsimile has not been completely transmitted by 5:00pm (determined by reference to the time of day at the recipient's address) it will be deemed to have been served on the next day.

15.2 Governing Law

This Agreement will be governed by the laws of Queensland. The parties submit to the non-exclusive jurisdiction of the courts of that State.

15.3 Waiver

The failure or omission of a party at any time to:

- (a) enforce or require the strict observance of or compliance with any provision of this Agreement; or
- (b) exercise any election or discretion under this Agreement, will not operate as a waiver of them or the rights of a party, whether express or implied, arising under this Agreement.

15.4 Severability

If any part of this Agreement is or becomes illegal, invalid or unenforceable in any relevant jurisdiction, the legality, validity or enforceable in any relevant jurisdiction, the legality, validity or enforceability of the remainder of the Agreement will not be affected and this Agreement will be read as if the part has been deleted in that jurisdiction only.

15.5 Entire Understanding

- (a) This Agreement contains the entire understanding and agreement between the parties as to the subject matter of this Agreement.
- (b) No oral explanation or information provided by any party to another will affect the meaning or interpretation of this Agreement or constitute any collateral agreement, warranty or understanding between any of the parties.

EXECUTED as an agreement.

SIGNED on behalf of STATEWIDE)
 MONITORING SERVICES A)
 DIVISION OF PRIAM)
 INVESTMENTS PTY LTD)
 ACN 010 347 805 by its)
 Authorised representative)
 in the presence of:)
)
 _____)
 Signature of Witness)
)
 _____)
 Name of Witness - please print)
)
 _____)
 Address of witness)

Signature of authorised representative

Name of authorised representative
- please print

SIGNED by)
)
 in the presence of:)
)
 _____)
 Signature of Witness)
)
 _____)
 Name of Witness - please print)
)
 _____)
 Address of witness)
