

**STANDARD TERMS AND CONDITIONS:****PARTIES**

Evacmate Trading Pty Ltd ABN 614 773 134
of 14 Ashley Road, Chermside West in the
State of Queensland 4032
(Evacmate/We/Us)

And

The other party specified in the Contract
Details Schedule (the Client/You).

RECITALS

- A. Evacmate is the developer and owner of the System and all of the Intellectual Property subsisting in the System.
- B. The Client desires to have the right to utilise the System at the Premises.
- C. Evacmate has agreed to supply, install and maintain the Components and permit the Client to utilise System as a service on the terms and condition specified in this Agreement.

OPERATIVE PART

In consideration of the mutual promises given by each party to the other, the parties agree as follows:

1 Definitions

The following terms will, unless the context requires otherwise, have the following meanings:

“Acceptance” means the sign off by the Client in acknowledgment that the Acceptance Test Criteria have been met;

“Acceptance Test Criteria” means:

- (i) each component installed will be tested to ensure the colour coded lighting works correctly;
- (ii) Each component installed communicates with the aggregator;
- (iii) Each Aggregator is connected to an ISP and is able to communicate with the Evacmate operations centre;
- (iv) The system’s diagnostic applications indicate that the System is operational.

“Agreement” means this agreement and includes all schedules, attachments and appendices attached to this Agreement.

“Client Supplied Resources” means the resources required to operate the System, to be provided by the Client, as set out from time to time at www.evacmate.com.au.

“Commencement Date” means the date on which the Client signs the Contract Details Schedule.

“Components” means the various items specified in the Contract Details Schedule.

“Component Fee” means the total cost for all Components specified in the Contract Details Schedule, calculated as specified in the Contract Details Schedule, which unless otherwise agreed will be paid monthly in advance.

“Consultancy Services” means consultancy services to be supplied by Evacmate pursuant to **clause 11** to the Client, as specified in the Work Order.

“Consultancy Services Fee” means the fee specified as such in the relevant Work Order which will be paid by the Client to Evacmate in accordance with **clause 8.4**.

“Contract Details Schedule” means the document signed by the Client bearing that title.

“Correctly Rendered Invoice” means an invoice that is rendered in the form of a valid tax invoice.

“CPI” means the Consumer Price Index (all groups) for Brisbane which is published by the Bureau of Statistics or if no index is so published then the index that is its replacement;

“Defect” means a defect, error or malfunction which caused the System to not comply, perform or operate in accordance with the specifications.

“Deliver/Delivery” means delivery of the Components by Evacmate (uninstalled) to the Premises.

“Delivery Date” means the date of Delivery.

“Installation Fee” means the fee specified as such in the Contract Details Schedule.

“Intellectual Property Rights” includes but is not limited to all copyright, trade-marks (registered and unregistered), designs (registered and unregistered), patents, patent applications, semi-conductor and circuit layouts, trade secrets, processes and all other forms of intellectual property of whatsoever kind or nature that is capable of legal protection anywhere in Australia and elsewhere, regardless of whether such legal protection has been formally obtained or applied for with any legal authority and whether created before or after the Commencement Date, but excludes Moral Rights.

“Material Breach” means any of the following: -

- (i) any breach of a clause in this Agreement that is described as an essential term;
- (ii) any breach of a clause that is capable of rectification and the Party in breach has failed to rectify within twenty-eight (28) days after being requested so to do by the other Party.
- (iii) any breach of this Agreement that involves the failure by a Party to pay any amount due to the other Party within twenty-eight (28) days of such amount becoming due and payable irrespective of whether or not a demand for payment has been made.
- (iv) A Party becomes insolvent;
- (v) A Party ceases to carry on business.

“Moral Rights” means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the Copyright Act 1968 (Cth), and rights of a similar nature anywhere in the world whether existing before, on or after the Commencement Date.

“Personnel” means any employee, consultant or contractor engaged by a party to this Agreement.

“Premises” means site address or addresses specified in the Contract Details Schedule.

“Services” means the supply of the System, comprised of the Components, at the Premises by Evacmate.

“Service dates” are the dates the EvacMate System commences operation within the client site and monthly fees become payable (**Service Start Date**) and the date the Service is no longer required by the client (**Service End Date**).

“SLA” means the Evacmate Service Level Agreement which can be accessed and viewed on the Evacmate Website.

“Standard Terms” means this document.

“System” means the evacuation technology system consisting of:

- (i) Individual room sensors which are connected via Bluetooth to at least one aggregator;
- (ii) Each deployed aggregator will be connected via an internet connection to a client supplied and contracted ISP;
- (iii) A Cloud environment which will whilst there is a telecommunications connection continuously run diagnostic tests to monitor each component.

“Training” means the services described “training, audit drills, certification” in the Contract Details Schedule.

“Training Fee” means the fee specified in the Contract Details Schedule for Training, payable to Evacmate by the Client in accordance with **clause 8.3**;

“Work Order” means the document or documents that will form part of this Agreement and which:

- (a) are to be substantially in the form to that in **Attachment 1**;
- (b) in each case must be fully completed and signed by the relevant authorised representatives of each Party.

2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) references to ‘person’ include individuals, firms, bodies corporate,



associations, governments and governmental, semi-governmental and local authorities and agencies;

- (b) headings are for ease of reference only and do not affect the meaning of this agreement;
- (c) the singular includes the plural and vice versa and words importing a gender includes other genders;
- (d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this agreement as amended from time to time and a reference to this agreement includes any schedules and attachments as so amended;
- (e) a reference to a document or agreement, including this agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (f) a reference to a party includes its executors, administrators, successors and permitted assigns;
- (g) a reference to a Statute, ordinance or by-law includes regulations and other instructions under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (h) monetary references are references to Australian currency.

3 Term

This Agreement will commence on the Commencement Date and continue until terminated under **clause 4**.

3.1 Termination

3.2 Notice of termination

Either party may terminate this Agreement giving not less than 1 months' written notice to the other. In the case of the Client, that notice must be sent to sales@evacmate.com.

If the client terminates before the Termination Date specified in the contract, a

termination fee of 50% of the remaining contract value will be paid by the client. A monthly charge of 0.5% will be applied to all outstanding monies until all monies have been paid.

3.3 Return of Components

On or before the expiry of a notice given under clause 4.1, the Client shall return each Component to Evacmate. The Client shall pay to Evacmate on demand \$100 for each Component not returned by that time, or which is damaged when returned.

4 Parties Acknowledgement

Each party acknowledges that:

- (a) The System is an aid to evacuating people from a location;
- (b) Catastrophic events such as fire, storm or earthquake (as the case may be) can interrupt or adversely affect the performance of the System or parts of the System;
- (c) Despite the performance of the System during any emergence, the evacuation of any person from any location where the System has been deployed will still be entirely dependent upon the Client's employees, contractors or agents or emergency services personnel.
- (d) The System's ability to effectively aid in an evacuation depends upon:
 - i. The continuous training of the Client's personnel in the System and evacuation procedures; and
 - ii. the Client's personnel having undertaken the required evacuation drills by the due dates;
- (e) Evacmate can provide services to assist the Client in evacuation training, drills and procedure development.

5 Delivery and Installation of Components

5.1 Risk and Title and Insurance of Product

All risk in the Components will pass to the



Client upon delivery. The Client agrees that it will take out appropriate insurance to cover the Components once delivery has occurred.

5.2 Defects

Where a Defect is only apparent after testing or use of the Components, the Client must promptly after it becomes aware of any such Defect notify Evacmate in writing via email or by electronic means that is appropriate in the circumstances. Evacmate will do all things commercially reasonable to replace any such defective Components as soon as possible.

6 Specific Responsibilities of Evacmate

6.1 Documentation

- (a) Evacmate will publish via its website all documentation concerning the System and will ensure that it is the most current, accurate and up-to-date versions available.
- (b) If any documentation is revised or replaced for any reason during the Term, Evacmate will notify of such changes by email.

6.2 Training, Drills, Audits and Procedures

- (a) In consideration of the Client agreeing to pay the Fee in accordance with **clause 8**, Evacmate will conduct Training, Drills and Audits and develop Procedures.
- (b) The Client will be responsible to all costs relating the provision of Training, Drills, and Audits and the development of procedures including all reasonable travel and accommodations costs associated with the delivery of the Training.

6.3 GST

- (a) All prices specified in the Contract Details Schedule are exclusive of goods and services tax ('GST') on the Services and the System and other supplies made under this Agreement ('the Supplies') to the extent that they are taxable supplies within the meaning of the A New Tax System (Goods and Services Tax Act) 1999 (Cth) ('the GST Act').

- (b) In relation to any GST payable under clause 6.3(a), Evacmate will issue the Client with a tax invoice in accordance with the GST Act.
- (c) The Client will pay all GST to Evacmate in accordance with the Correctly Rendered Invoice issued by Evacmate.
- (d) In this **clause 6.3**, words have the same meaning as in the GST Act unless the context makes it clear that a different meaning is intended.

6.4 Site Specification

Evacmate will within 5 Business Days after Commencement Date provide the Client with particulars of the implementation and environmental requirements of the System so that the Client can prepare the site accordingly.

6.5 Privacy

Evacmate will comply with the Australian Privacy Principles set out in the Privacy Act 1988 (Cth) and other provisions of that Act to the extent relevant to this Agreement.

6.6 Occupational Health and Safety

Evacmate will comply with all lawful directions of the Client when using the Premises, including but not limited to documented procedures relating to occupational health, safety and security in effect at Premises.

7 Maintenance Support Service Level

7.1 Correction of Defects

If the Client identifies and reports a Defect in the System, Evacmate will as soon as possible (and, within any response times specified in the SLA) correct the Defect, or provide a work-around or other remedial services as are necessary to restore the System to appropriate functionality

7.2 Service Level Arrangement

Evacmate agrees that it will comply with the SLA detailed on the Evacmate website.



8 Payment of Fees

8.1 Installation Fee

The Client agrees that for non-short-form-monthly-in-advance contracts it will pay to Evacmate the Installation Fee as follows:

- (a) Fifty (50) percent on the Commencement Date; and
- (b) The remainder on the day on which Acceptance occurs.

8.2 Component Fee

(a) The Client agrees that for non-short-form-monthly-in-advance contracts that the Component Fee is a monthly fee that will be paid by the Client to Evacmate in advance. The first payment will be made on the day on which Acceptance (prorated to the end of the current month) occurs and each payment thereafter will be made on the first day of each month thereafter until this Agreement comes to an end.

(b) The Client agrees that the Component Fee will be increased on each anniversary of this Agreement (the relevant anniversary) by the greater of:

(i) $\left(\frac{CPI1 - CPI2}{CPI2}\right) \times 100$

where:

(A) CPI2 is the CPI published immediately prior to the day that is 12 months prior to the relevant anniversary of this Agreement;

(B) CPI1 is the CPI published immediately prior to the relevant anniversary of this Agreement. and

(ii) 2%.

(c) If the Client is behind in the monthly payment referred to in paragraph (a) of this **clause 8.1**, then Evacmate may without penalty suspend all non-essential Services under this Agreement until such time as the Client has paid all fees due and payable under this Agreement, and/or levy a 0.5% interest charge per month on all outstanding monies.

8.3 Training Fee

The Client will pay to Evacmate the Training Fee (if any) not more than 30 days after Evacmate has issued a Correctly Rendered Invoice for such training.

8.4 Consultancy Fee

The Client will pay the Consultancy Fee in arrears in accordance with a Validly Rendered Invoice with 28 days after receipt of such Validly Rendered Invoice.

8.5 Method of Payment

Despite any other provision of this Agreement, the Client agrees that it will pay all Correctly Rendered Invoices issued by Evacmate within 14 days of receipt by the Client. The parties agree that payments may be effected by electronic transfer of funds or as otherwise agreed from time to time.

8.6 Dispute as to Payment

If a dispute as to whether an amount is payable pursuant to a Correctly Tendered Invoice, the Client may only withhold the disputed portion pending resolution of the dispute but will pay the undisputed portion in accordance with this Agreement.

9 Client Assistance

9.1 Client Resources

The Client will provide the Client Supplied Resources. Those resources will, to the Client's reasonable knowledge and belief, be fit for the purpose necessary to assist Evacmate in performing its obligations under this Agreement.

9.2 Facilities

The Client warrants that:

- (a) any facilities (including items of equipment and software) which it makes available to Evacmate will be:
 - (i) fit for the purpose required by Evacmate in meeting its obligations under this Agreement;



- (ii) properly and professionally maintained by the Client; and
- (b) if a facility provided by the Client under this **clause 9.2** fails at any time, then without limiting any other rights of Evacmate, the Client will promptly take reasonable steps to correct the failure.
- (c) It is responsible for the proper functioning of and payment of:
 - (i) All telecommunications technologies that are required for the proper operations of the System,
 - (ii) All electrical power required for the proper operations of the System,
 - (iii) A secure location for the System controller.

9.3 Site Preparation

The Client will be responsible for site preparation to enable delivery, installation and testing of the System.

9.4 Access to the Client's Premises

The Client will provide Evacmate with all reasonable access to the Premises to enable Evacmate to fulfil its obligations under this Agreement.

9.5 No Reverse Engineering

The Client specifically agrees that it will not, subject to any law to the contrary, decompile, reverse engineer or otherwise attempt or permit any third party to decompile or reverse engineer the System.

10 Acceptance

10.1 Date of Acceptance

The Client will accept the System on the date the Acceptance Test Criteria have been met. Acceptance will be deemed on the date the System goes live.

10.2 Client Cooperation

The Client will provide all materials and facilities reasonably necessary for the conduct of the Acceptance tests, including power, and location.

10.3 Delays Caused by the Client

If the Client causes a delay in the performance of the Acceptance tests for any reason, the Client will agree to a reasonable extension of time for completing the Acceptance tests. The Client will be responsible for the reasonable additional costs incurred by Evacmate.

10.4 Test Procedures

The parties will conduct the Acceptance tests, and discharge their respective responsibilities, in accordance with the Acceptance Test Criteria.

11 Additional Services

If the Client requires Evacmate is to provide Consultancy Services at anytime during the Term of this Agreement, a Work Order must be completed and signed by each party's authorised representatives. The Work Order will form part of this Agreement as an addendum to this Agreement and will:

- (a) detail the Consultancy Service to be provided, which may include the development of a project plan, and the times and locations at which the Consultancy Services are to be undertaken;
- (b) the resources required (including resources to be made available by the Client) in support of the delivery of the Consultancy Services, identifying the party which is to provide them;
- (c) the fees payable under the Work Order and when and under what circumstances they are to be paid.

12 Termination

12.1 Material Breach

This Agreement may be terminated by either Party if the other Party commits a Material Breach.



13 Effect of Termination and Suspension

13.1 Access to Components

Upon termination, the Client must promptly (no later than 7 days post termination) give to Evacmate all access to all Components that have been installed at the Premises. Evacmate may at its discretion remove all Components that have been installed at the Premises. If a Component is not returned, or is returned damaged, the Client will pay Evacmate \$100 per missing or damaged Component. This clause will survive termination and is an essential term.

13.2 Access to Client Data

Evacmate will promptly after termination package all of the Client's data onto an appropriate data storage device and subject to all fees having been paid up Evacmate will give the storage device containing the Client's data to an authorised representative of the Client.

13.3 Suspension of Services

If the Client fails to pay on the due date any amount that is not reasonably in dispute then Evacmate may suspend any or all of the functionality in the System.

13.4 Clauses to Survive Termination

Notwithstanding termination of this Agreement, all provisions relating to the following obligations including provisions that will facilitate the meeting of those obligations will continue to be binding on the Parties and fully enforceable in respect to the rights and obligations of each Party in so far as they relate to:-

- (a) The payment of any sum;
- (b) Confidential Information;
- (c) Return of property and transfer of Intellectual Property Rights.

14 Limitation of Liability

- (a) The Parties agree that Evacmate will not be liable to the Client for any Consequential Loss. For the purposes of

the clause, "Consequential Loss" means any loss that is indirect or consequential including any loss of data, any loss of good will, loss of any opportunity, loss of use of the System or loss of contract.

- (b) The Parties further agree that the entire liability of Evacmate to the Client will be capped to the amount of fees paid to Evacmate for the period that is 3 months prior to the date on which this Agreement is terminated.

15 Relationship between the Parties

- (a) The Parties acknowledge that they are not in partnership, there is no joint venture between them or franchise arrangement.
- (b) Neither Party will claim or hold itself out as having any other relationship, authority, right or entitlement to represent or act as agent of the other or to have any interest or shareholding in the other.

16 Insurance

16.1 Client Insurance

The Client warrants that throughout the Term it will take out and continuously maintain a Public Liability Insurance for an amount of not less than Five Million Dollars (\$5,000,000.00).

16.2 Evacmate Insurance

Evacmate warrants that throughout the Term it will take out and continuously maintain the following policies of insurance:

- (a) Professional Indemnity Insurance for an amount of not less than Five Hundred Thousand Dollars (\$500,000.00);
- (b) Public Liability Insurance for an amount of not less than Five Million Dollars (\$5,000,000.00);
- (c) Product Liability Insurance for an amount of not less than Five Hundred Thousand Dollars (\$500,000.00) per claim for claims arising out of any defect in the manufacture of the Components with a



maximum claim in aggregate of two Million Dollars (\$2,000,000.00);

(d) Worker Compensation Insurance as required by Law.

16.3 Reputable Insurance

All insurance policies required under this clause 16 must be taken out with a reputable insurance company reasonably acceptable to both parties.

17 Warranties

17.1 General

Evacmate warrants that it will deliver and install the Components:

- (a) with all due care, skill and diligence that would be expected of a professional installer of similar products;
- (b) in a timely manner.

18 Personnel

18.1 Provision of Personnel

The parties will each utilise such Personnel as are necessary to enable them to fulfil their respective obligations under this Agreement. Each party will ensure that the Personnel which it utilises pursuant to this clause have the requisite skills and experience to undertake their respective tasks.

19 Non-disclosure and Use of Information

19.1 Confidential Information

(a) For the purposes of this Agreement

- (i) "Disclosing Party" is the party who prior to disclosure of the "Confidential Information" was in possession of the Confidential Information.
- (ii) "Receiving Party" is the party who prior to the disclosure of the Confidential Information by the Disclosing Party was not in possession of the Confidential Information.

(iii) "Confidential Information" means the kind of information that:

- (A) is by its nature confidential,
- (B) is designated by the Disclosing Party as confidential,
- (C) the Receiving Party knows or ought to know is confidential, or
- (D) is "personal information", that is, information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion,
- (E) corporate or commercial information including all pricing information, business data, and trade secrets of the Disclosing Party.
- (F) and includes any information relating to policies, strategies, practices and procedures of the Disclosing Party, but does not include information which:
- (G) is or becomes public knowledge other than by breach of this Agreement,
- (H) has been independently developed or acquired by Receiving Party, and
- (I) has been notified in writing by the Disclosing Party to the Receiving Party as being not confidential.

(b) Except as provided in this Agreement, a Receiving Party must not disclose Confidential Information to any person without the prior written consent of the



Disclosing Party except where the Confidential Information:

- (i) is required or authorised to be disclosed by law;
- (ii) is disclosed to Receiving Party's solicitors, auditors, insurers or advisers;
- (iii) is generally available to the public; or
- (iv) is in the possession of Receiving Party without restriction in relation to disclosure before the date of receipt from the Disclosing Party.

19.2 Notification of Breach of Confidence

The Receiving Party must immediately notify the Disclosing Party if the Receiving Party becomes aware that:

- (a) a disclosure of the Disclosing Confidential Information may be required by law; or
- (b) an unauthorised disclosure of the Disclosing Party's Confidential Information has occurred.

19.3 Obligations of Personnel

- (a) Each party will take all reasonable steps to ensure its Personnel engaged to perform work under this Agreement do not disclose confidential information of the other party obtained during the course of performing such work.
- (b) Evacmate may at any time require the Client to ensure that its agents or subcontractors engaged in any assistance as specified under this Agreement are bound by an obligation of confidentiality in similar terms to this clause.

19.4 Survival of Clause 21

Clause 19 will survive the termination or expiry of this Agreement.

20 Intellectual Property

20.1 Materials Created under the Agreement

- (a) All Intellectual Property Rights in the System and the Components or other items that may be developed or created by Evacmate concerning the System or any Component will immediately upon their creation vest in Evacmate.
- (b) The Client acknowledges that nothing in this **clause 20.1** will affect the ownership of any pre-existing Intellectual Property Rights in the System or to Component, tools, methodologies and materials used to install the System or Component.
- (c) The Client agrees that it will never challenge, contest or question the validity of Evacmate's ownership of the System, or the Intellectual Property Rights subsisting in the System or any associated registrations. Further, Evacmate may rely on this paragraph (c) as a bar to any challenge including litigation that may be brought by the Client in relation to the rights vested in Evacmate concerning the System.

20.2 Survival of Clause 20

Clause 20 will survive the termination or expiry of this Agreement.

21 Indemnities

21.1 General Indemnity by the Client

The Client will indemnify and keep indemnified Evacmate (including its Personnel) against all reasonable loss or liability (including legal and consultants fees) that has been reasonably incurred by Evacmate as the result of a claim made by a third party:

- (a) where that loss or liability was caused or contributed to by a wilful, unlawful or negligent act or omission by the Client or its Personnel; or
- (b) where and to the extent that loss or liability relates to personal injury, death or property damage that was caused or



contributed by any act or omission by the Client or its Personnel.

21.2 Evacmate's Indemnity Obligations to the Client

If Evacmate wishes to rely on the indemnity set out in **clause 21.1**, it must:

- (a) give written notice to the Client as soon as practicable;
- (b) permit Evacmate, at Evacmate's expense, to handle all negotiations for settlement and, as permitted by law, to control and direct any litigation that may follow; and
- (c) provide all reasonable assistance and cooperation to Evacmate in the handling of negotiations and litigation.

21.3 Survival of Clause 21

Clause 21 will survive the termination and expiry of this Agreement for a period of 6 months.

22 Problem Resolution

22.1 Objective

The parties agree to use reasonable commercial efforts to resolve by negotiation any problem that arises between them under this Agreement. Neither party will resort to legal proceedings, or terminate this Agreement, until the following process has been exhausted, except if it is necessary to seek an urgent interim determination.

22.2 Notification

If a problem arises (including a breach or an alleged breach) under this Agreement which is not resolved at an operational level or which is sufficiently serious that it cannot be resolved at the operational level, a party concerned about the problem may notify the other. Management representatives of each of the parties will then endeavour in good faith to agree upon a resolution.

22.3 Mediation

If the management representatives fail to reach a solution in accordance with **clause**

22.2 within 5 (five) working days (or such other time frame agreed between the parties), the parties may agree to mediation. The mediator will be selected by the President for the time being of the Queensland Law Society or by his/her delegate.

22.4 Expert Determination

If mediation pursuant to **clause 22.3** fails, or either party states it does not wish to attempt settlement through a mediator within 10 (ten) working days (or such other time frame agreed between the parties), the parties may agree to expert determination. The expert will be selected by the President for the time being of the Queensland Law Society or by his/her delegate. Where the parties agree to proceed by expert determination, the determination will be conducted pursuant to any relevant legislation.

22.5 Proceedings

If mediation and/or expert determination fails, or if either party states that it does not wish to proceed with either mediation or expert determination, then either party may commence legal proceedings against the other.

22.6 Continued Performance

Unless prevented by the nature of the dispute, the parties will continue to perform this Agreement while attempts are made to resolve the dispute. In circumstances where the dispute relates to payment and the Client is required to continue to perform its obligations under this Agreement pursuant to this clause, the Client will continue to pay Evacmate any undisputed amounts.

23 Communication

23.1 Electronic Commerce

The parties agree that they will cooperate in performing their respective obligations under this Agreement in an electronic environment. The foregoing does not,

however, relieve either party of its specified obligations as set out in this Agreement.

23.2 Notices

A notice or other communication is properly given or served by a party if that party:

- (a) delivers it by hand;
- (b) posts it;
- (c) delivers it by facsimile;
- (d) transmits it by electronic mail; or
- (e) transmits it by any other electronic means;

to the last known address, facsimile number or email address of the other party, or served in a manner permitted by section 109X of the *Corporations Act 2001*.

23.3 Deemed Receipt

A notice or other communication is deemed to be received if:

- (a) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service;
- (b) sent by post from and to an address within Australia, after three (3) working days;
- (c) sent by post from or to an address outside Australia, after ten (10) working days;
- (d) sent by facsimile, at the time which the facsimile machine to which it has been sent records that the communication has been transmitted satisfactorily (or, if such time is outside normal business hours, at the time of resumption of normal business hours);
- (e) sent by electronic mail, only in the event that the other party acknowledges receipt by any means; or
- (f) sent by any other electronic means, only if the other party acknowledges receipt by any means.

24 General

24.1 Subcontracting

Evacmate has the right to subcontract and engage a third party to install and test the System but nothing in this **clause 24.1** diminishes the obligations imposed upon Evacmate under this Agreement.

24.2 Registration under the Personal Properties Securities Act 2009 (“Act”)

In the event that this Agreement is, or contains or provides in part for a personal properties securities lease under the Act, then the Client will do all things necessary to enable it to be registered and will comply with all requirements of the Act.

24.3 Entire Agreement

This Agreement constitutes the entire agreement of the parties about its subject matter, and no written or oral agreement, arrangement or understanding made or entered into prior to the execution of this Agreement may in any way be read or incorporated into this Agreement, except as expressly stated to the contrary.

24.4 Assignment and Novation

The parties must not assign or novate or attempt to assign or novate the whole or part of this Agreement without the prior written consent of the other party, which must not be unreasonably withheld.

24.5 Force Majeure Events

- (a) A party (the ‘affected party’) is excused from performing its obligations to the extent it is prevented by circumstances beyond its reasonable control (other than lack of funds for any reason), including but not limited to acts of God, natural disasters, acts of war, riots and strikes outside that party’s organisation.
- (b) If circumstances described in **clause 24.5(a)** arise or are reasonably perceived by the affected party as an imminent possibility, the affected party will give notice of those circumstances to the other as soon as possible,



identifying the effect they will have on its performance. An affected party must make all reasonable efforts to minimise the effects of such circumstances on the performance of this Agreement.

- (c) If non-performance or diminished performance by the affected party due to the circumstances described in **clause 24.5(a)** continues for a period of 30 (thirty) consecutive days, the other party may terminate the Contract. If this Agreement is terminated in these circumstances, each party will bear its own costs and neither party will incur further liability to the other.

24.6 Waiver

A waiver by a party of a breach will not be regarded as a waiver of any other breach. A failure by a party to enforce a provision will not be interpreted as a waiver (unless the waiving party confirms in writing that a waiver was intended).

24.7 Applicable Law

- (a) This Agreement will be governed by, and construed in accordance with, the laws of the State of Queensland Australia.
- (b) The parties also agree that any proceedings brought in relation to the Agreement or the subject matter of this Agreement will be heard by the courts located in Queensland and all courts of appeal there from.

24.8 Parties' Responsibilities

Neither party will be liable to the other for failing to comply with any obligations under this Agreement to the extent that such failure results from the other party not performing its obligations as stated in this Agreement.

24.9 Severability

Each provision of this Agreement shall be read as separate and severable so that if any provision is void or unenforceable for any reason, that provision will be severed and

the remainder will be construed as if the severed provision had never existed.

24.10 Counterparts

This Agreement may be executed in counterparts, meaning that execution will be complete when each party holds a copy of this Agreement signed by the other party, even though the signatures of both parties do not appear on the same copy.



Attachment 1: Work Order

Refer to short form contract