

MONITORING AND/OR RESPONSE AGREEMENT

Concluded between

Riant Investments 101 cc, T/A Maximum Risk Protection

13 De Jager Street, ERMELO. P.O. Box 384 TRICHARDT

Registration Number: CK 2000/016385/23

And

(Client Name and Surname)

Of

(Residential Address)

And the Risk address at

The client wishes to engage Maximum Risk Protection for the services as provided herein and Maximum Risk Protection is able and willing to provide the service.

TERMS AND CONDITIONS

The terms and conditions as set out in the accepted and signed quotation for the installation of equipment at the risk address forms part of this agreement.

1. DEFINITIONS INTERPRETATIONS

1.1 The headings have been inserted for the purpose of convenience only and do not form part of this agreement and are to be entirely disregarded in the interpretation of this agreement.

1.2 In this agreement unless the context otherwise indicates:

1.2.1 Expressions denoting any gender shall include the other gender;

1.2.2 the singular shall include the plural and vice versa; and

1.2.3 a natural person includes an artificial person and vice versa.

1.3 "Agreement" - shall mean this agreement.

1.4 "Commencement Date" - shall mean the date as in paragraph 3.1

1.5 "Equipment" - shall mean the electronic alarm system and transmitter system and any other related equipment including such as is sold to the Client and installed by MAXIMUM RISK PROTECTION for the purpose of providing the Service.



1.6 "Parties" - shall mean the parties to this agreement and shall include the Client and MAXIMUM RISK PROTECTION respectively.

1.7 "Services" - shall mean monitoring and / or armed response services provided by MAXIMUM RISK PROTECTION to the client as defined in this agreement.

1.8 "Monitoring" – shall mean the monitoring by MAXIMUM RISK PROTECTION, at a monitoring centre, of signals from the alarm system at the risk address by means of radio and / or telephone line with actions by MAXIMUM RISK PROTECTION according to MAXIMUM RISK PROTECTION'S standard operating procedures.

1.9 "Response Service" – shall mean to despatch within a reasonable time of monitoring the alarm signal from the risk address, a response unit to the risk address.

1.10 "Electronic Response tag" – shall mean an electronic device installed by MAXIMUM RISK PROTECTION to the outside of the client's premises, which is used to monitor the attendance of the armed response officers.

1.11 "CSID" – shall mean the "Central Station Identification Number" or Personal Identification Number, programmed into the EEPROM of the alarm panel.

1.12 "Take Over" – shall mean the link up of an existing alarm system, not originally installed by MAXIMUM RISK PROTECTION, to the monitoring centre of MAXIMUM RISK PROTECTION.

1.13 "Client" – shall also mean a key holder nominated by the client.

2. PREAMBLE

2.1 The Client hereby appoints MAXIMUM RISK PROTECTION to render the services subject to the terms and conditions contained in the Agreement.

3. DURATION

3.1 This Agreement shall commence upon the date of acceptance by MAXIMUM RISK PROTECTION or on the date of receipt of the first monitoring and reaction fee, whichever is the latest, and shall continue for a period of 24 (Twenty Four) months from that date.

3.2 Thereafter the contract shall continue monthly, terminable by either party giving one calendar month written notice.

3.3 This agreement may however, be terminated at any time prior to the expiry hereof, by mutual agreement and in writing between parties. This termination shall be effected by either party delivering not less than one calendar month notice in writing to the other.

4. OWNERSHIP

4.1 Ownership of the radio transmitter, antenna and electronic response tag will at all time remain vested in MAXIMUM RISK PROTECTION and never becomes the property of the Client.

4.2 Upon cancellation of this agreement the client will return the radio transmitter, antenna and electronic response tag to the office of MAXIMUM RISK PROTECTION within 7 (SEVEN) days from cancellation or alternatively allow MAXIMUM RISK PROTECTION to remove such equipment. Failure to do so will entitle MAXIMUM RISK PROTECTION to debit the clients account with the replacement value of the device. Upon request MAXIMUM RISK PROTECTION will supply the client with proof of the replacement value at the date of cancellation.

5. PAYMENT

5.1 The total balance due in terms of the accepted and signed Quotation will be paid by the Client to MAXIMUM RISK PROTECTION immediately after installation, unless otherwise agreed in writing by MAXIMUM RISK PROTECTION.



5.2 Any other amounts payable in terms of this agreement, will become payable on demand.

5.3 The Client may be charged interest on any amount not paid on due date, calculated from the due date of payment, at the maximum interest rate permitted in terms of the NCA, from time to time.

5.4 The Client will pay MAXIMUM RISK PROTECTION all amounts owed in terms of this agreement, monthly in advance. The first payment due in terms of the accepted and signed Quotation is payable on the date of completion of the installation and all further payments will be made by not later than the 7th (SEVENTH) day of each and every successive month, without any deduction or demand.

5.5 In the event of the Client authorizing payment by way of a debit order, MAXIMUM RISK PROTECTION will be entitled to draw against the Client's banking account any amount owed to MAXIMUM RISK PROTECTION in terms of this agreement.

5.6 An annual communication link fee is payable to MAXIMUM RISK PROTECTION before installation of the radio transmitter and thereafter annually on the 1st (FIRST) day of December of each succeeding year. MAXIMUM RISK PROTECTION undertakes to pay to the relevant authorities (ICASA) all amounts due in respect of the communication fee.

5.7 The Client agrees that the communication link fee and pro-rata portion of the first month's service fee may be debited to his/her account and collected via debit order at the beginning of the first month following the signing of this agreement.

6. INCREASE IN FEES

MAXIMUM RISK PROTECTION will, at its sole discretion, be entitled upon 1(ONE) month written notice to the Client, to increase its monthly fees.

7. DEFAULT

7.1 If the Client defaults in the punctual payment of any amounts due in terms of this Agreement, then all amounts outstanding will become immediately due and payable and the services provided to the Client, shall be suspended immediately. It shall not be necessary for MAXIMUM RISK PROTECTION to notify the Client of the suspension of such services.

7.2 Such suspension shall apply until the amounts due have been paid to MAXIMUM RISK PROTECTION in full. In the event of the Client failing to make any of the payments that are due and payable, the Client shall be liable to pay all legal costs incurred in the recovery of any such amount on the scale as between Attorney and Client, which amount shall include collection, commission and tracing agent charges.

7.3 A certificate signed by any Member of MAXIMUM RISK PROTECTION indicating the amount owing by the Client shall constitute prima facie proof of the amount owing.

7.4 The Client furthermore agrees that it will pay interest at the maximum interest rate permitted in terms of NCA as amended from time to time, on all amounts which are not paid on the due date.

8. EXCLUSION OF LIABILITY AND INDEMNITY

8.1 The Client hereby indemnifies and holds MAXIMUM RISK PROTECTION harmless against all liability of whatsoever nature, arising directly or indirectly from any Conduct, Services and Installations provided by MAXIMUM RISK PROTECTION or any of its employees.

8.2 No insurer will have any rights of subrogation against MAXIMUM RISK PROTECTION and the Client agrees to notify its insurers of all the provisions of the Agreement.

8.3 Without limiting the generality of the afore-going, it is specifically agreed that MAXIMUM RISK PROTECTION will not be liable for any loss or damage caused by any delay in the rendering of any of the services contained in this Agreement or for any failure to render such Services irrespective of the reason for such delay or failure.



8.4 It is expressly agreed that the Services rendered and the equipment sold and installed are for the purpose of minimizing the risk of burglary, personal attack, injury, damage to property and the like and not for the purpose of eliminating such risk. MAXIMUM RISK PROTECTION will not be liable in contract or delict or otherwise for any direct and/or consequential loss or injury arising from or caused by performance and / or the failure of MAXIMUM RISK PROTECTION to perform any of its obligations in terms of the Agreement including any loss or injury attributable to any negligent or grossly negligent act or omission of MAXIMUM RISK PROTECTION or its employees or agents and all such liabilities are expressly excluded.

8.5 MAXIMUM RISK PROTECTION will not be liable for any damage to the premises or any loss which may be caused by the installation, inspection, repair or removal of equipment and/or radio transmitter and antenna or the checking of the premises, as the case may be and the Client agrees to indemnify MAXIMUM RISK PROTECTION in respect thereof. MAXIMUM RISK PROTECTION however agrees to use all reasonable care in installing, inspecting or re-setting, maintaining, repairing or removing the equipment and/or radio transmitter and antenna and checking the premises as the case maybe.

9. OBLIGATIONS OF CLIENT IN RESPECT OF THE EQUIPMENT AND/OR RADIO TRANSMITTER AND ANTENNA AND ADDITIONAL PAYMENTS

9.1 The Client shall be responsible for ensuring that the equipment is used with due skill and care and that it is kept in good working order and housed under suitable conditions.

9.2 The risk of damage to, destruction, loss and theft of the equipment shall pass to the Client on installation thereof on the Client's premises.

9.3 The Client will not alter or modify the Equipment or allow any alteration or modification in respect thereof by any third party.

9.4 The Client will ensure that the Equipment is not utilized for any purpose save for the purpose as contained in this Agreement.

9.5 The Client will be responsible to ensure that the Equipment is at all times operational and undertakes to inform MAXIMUM RISK PROTECTION of any faults or problems in respect of such Equipment as soon as such fault or problem is discovered.

9.6 The Client will be responsible to test the equipment and communication to the MAXIMUM RISK PROTECTION control room at least once per month to ensure the proper functioning of the communication and equipment and to report any faults immediately.

9.7 The Client will be responsible for paying all costs in relation to the supply of electricity and the reticulation thereof to any of the Equipment, together with any other charges that may be related thereto. The client will ensure constant electricity supply to the equipment and any electrical outlet used for the equipment shall permanently be kept in the "ON" position.

9.8 In the event of the Client's premises being burgled and/or the Client's security being breached and if under such circumstances MAXIMUM RISK PROTECTION is unable to contact the Client for whatever reason, MAXIMUM RISK PROTECTION may either in its sole discretion, repair all damage necessary to secure the premises or arrange for the placement of a security officer at the premises, the additional charges in regard thereto being for the Client's account.

9.9 The Client agrees at its own expense to keep the premises, in a condition which is conducive to the proper operation of the Equipment and will take all reasonable steps to ensure that the Equipment is not exposed to situations where it may be activated for reasons other than a bona fide breach of security.

9.10 The Client will not allow the radio transmitter and antenna to become subject to any lien, hypothec, pledge or any other encumbrance or judicial attachment, nor let any part or possession, or abandon same, nor offer nor attempt to do any of the foregoing. Should the radio transmitter and antenna become subject to any lien, hypothec, pledge or any other encumbrance, the Client will immediately procure the release thereof.



9.11 The Client will at all reasonable times allow MAXIMUM RISK PROTECTION, its servants and/or agents, free access to his/its premises, to enable them to perform their duties.

9.12 The Client will at all times eliminate nuisance alarms and the Client will be responsible for payment of any additional costs incurred by MAXIMUM RISK PROTECTION, at MAXIMUM RISK PROTECTION'S normal charge.

9.13 The Client will forthwith notify MAXIMUM RISK PROTECTION of any structural alteration or any other modification to the premises, which might affect the proper functioning of the equipment and/or radio transmitter and antenna.

9.14 The Client will move at his own expense any heavy equipment and obstacles, which MAXIMUM RISK PROTECTION indicates must be moved, to enable MAXIMUM RISK PROTECTION to perform any services/maintenance in terms of this agreement.

9.15 The Client will be responsible for the replacement of batteries contained in the equipment and all wireless auxiliary equipment such as remote panic buttons and all wireless security devices.

10. BREACH OF CONTRACT

10.1 Should the Client breach any of the terms of this Agreement (all of which are agreed to be material) or fail to eliminate and reduce the instances of false or accidental alarm activations and should the Client fail to remedy such defaults or breach within 7 (SEVEN) days after receiving a written demand that it be remedied, MAXIMUM RISK PROTECTION will be entitled, without prejudice to any other rights which may be available to MAXIMUM RISK PROTECTION in law, or contained elsewhere in this agreement, to:

10.1.1 cancel this Agreement without notice; and /or

10.1.2 suspend the services in terms of this agreement without notice; and/or

10.1.3 to claim as a genuine pre-estimate of liquidated damage, the parties agree to a sum equivalent to the balance of the total service charge for the unexpired portion of this agreement; and/or

10.1.4 obtain possession of the radio transmitter and antenna; and/or

10.1.5 refuse to divulge the CSID in the alarm control panel and the Client shall be liable for any subsequent call out fee to reprogram the control panel CSID.

10.2 In the event that the premises in which the Equipment is installed is destroyed by fire or any other type of catastrophe thereby rendering it impractical to render the Services, the Client or MAXIMUM RISK PROTECTION may cancel this Agreement without any penalty being imposed, provided that all amounts due at the time will remain due and payable. Such cancellation shall be by way of written notice which notice shall detail the extent of the destruction.

11. DOMICILIUM CITANDE ET EXECUTANDI

11.1 MAXIMUM RISK PROTECTION and the Client hereby choose as their domicilium citandi et executandi for all purposes in terms of this Agreement, the address as set out on the face hereof.

11.2 Any document shall be deemed to have been received by the other party;

11.2.1 on the date of delivery, if hand delivered;

11.2.2 within 24 (TWENTY FOUR) hours, if sent by facsimile or e-Mail;

11.2.3 within 7(SEVEN) days if sent by pre-paid registered post



12. DESCRIPTION OF SERVICES

Where one or more of the services are rendered the following terms and conditions for each type of service shall apply:

12.1 Monitoring Service

12.1.1 On the receipt of an alarm signal, MAXIMUM RISK PROTECTION shall respond in accordance with the standard MAXIMUM RISK PROTECTION operating procedures, unless otherwise agreed between the parties in writing.

12.1.2 The Client shall provide MAXIMUM RISK PROTECTION with a list of contact persons detailing their names and contact numbers, who must be accessible at all times. MAXIMUM RISK PROTECTION are obliged to endeavour to contact such persons via the contact numbers provided, but shall in no way be liable for any failure to contact such persons, where such numbers are inoperable.

12.1.3 The nominated contact persons must be in possession of the keys to the premises at all times. They must all have an alarm pin code to activate and deactivate the alarm system.

12.1.4 Any changes to the list of contact persons shall be communicated to MAXIMUM RISK PROTECTION in writing 24 (TWENTY FOUR) hours before implementation.

12.2 Armed Response Service

12.2.1 On being notified by the MAXIMUM RISK PROTECTION Monitoring Centre, a MAXIMUM RISK PROTECTION armed reaction officer shall be dispatched to inspect the premises.

12.2.2 The officer shall inspect the premises. The Client and the police will immediately be notified of any signs of forced entry.

12.2.3 On request from MAXIMUM RISK PROTECTION, the Client or the nominated contact person shall unlock and open the premises to ensure proper investigation of the premises following a burglary signal received.

12.2.4 The Client shall be responsible for re-setting the alarm system.

12.3 Medical Response

12.3.1 MAXIMUM RISK PROTECTION shall on receipt of a medical response signal, respond in accordance with the standard MAXIMUM RISK PROTECTION operating procedures and shall contact the medical response provider appointed by the Client. Should no specific medical response provider be appointed, MAXIMUM RISK PROTECTION may in its own discretion contact the first available medical response provider. Any and all cost incurred will be for the Clients account.

12.4 Panic Only

12.4.1 On the receipt of a panic signal, MAXIMUM RISK PROTECTION shall respond in accordance with the standard MAXIMUM RISK PROTECTION operating procedures, unless otherwise agreed upon between the parties in writing.

12.4.2 On the receipt of a panic alarm signal, a MAXIMUM RISK PROTECTION reaction officer shall be dispatched to the Client's premises to investigate the call.

12.4.3 On request from MAXIMUM RISK PROTECTION, the Client or the nominated contact person shall unlock and open the premises to ensure proper investigation of the premises following a Panic signal received.

12.4.4 The Client shall be responsible for re-setting the alarm system.



12.5 Electric Fence Monitoring

12.5.1 On the receipt of an alarm signal, MAXIMUM RISK PROTECTION shall respond in accordance with the standard MAXIMUM RISK PROTECTION operating procedures, unless otherwise agreed between the parties in writing.

12.5.2 The Client shall provide MAXIMUM RISK PROTECTION with a list of contact persons detailing their names and contact numbers, who must be accessible at all times. MAXIMUM RISK PROTECTION are obliged to endeavour to contact such persons via the contact numbers provided, but shall in no way be liable for any failure to contact such persons, where such numbers are inoperable.

12.5.3 The nominated contact persons must be in possession of the keys to the premises at all times. They must all have an alarm pin code to activate and deactivate the fence alarm system.

12.5.4 On request from MAXIMUM RISK PROTECTION, the Client or the nominated contact person shall unlock and open the premises to ensure proper investigation of the premises following a fence alarm signal received.

12.5.5 Any changes to the list of contact persons shall be communicated to MAXIMUM RISK PROTECTION in writing 24 (TWENTY FOUR) hours before implementation.

12.6 Open and Close Monitoring

12.6.1 MAXIMUM RISK PROTECTION will monitor specified signals generated by the equipment indicating each occasion the equipment has been armed or disarmed.

12.6.2 MAXIMUM RISK PROTECTION shall respond in accordance with the standard MAXIMUM RISK PROTECTION operating procedures, unless otherwise agreed between the parties in writing.

12.7 Phone-in Reaction

12.7.1 MAXIMUM RISK PROTECTION shall respond in accordance with the standard MAXIMUM RISK PROTECTION operating procedures, unless otherwise agreed between the parties in writing.

12.7.2 MAXIMUM RISK PROTECTION will dispatch a reaction officer to investigate a bona fide call received by MAXIMUM RISK PROTECTION'S monitoring centre by means of a telephone call.

12.8. Maintenance service

12.8.1 MAXIMUM RISK PROTECTION will maintain the radio transmitter and antenna at its own cost for the full duration of this agreement.

12.8.2 Maintenance service to any system will only be provided on condition that the Client's account is fully paid-up.

12.8.3 Service calls will bear a charge except for equipment still under guarantee.

13. GENERAL

13.1 This Agreement constitutes the entire agreement between the Parties and it is recorded that there are no other terms and conditions, expressed or implied to this agreement save as are expressly recorded herein.

13.2 No amendment, addition to, variation, novation or cancellation of this Agreement shall be of any force unless reduced to writing and signed by the Parties hereto.



13.3 Any extension of time with regard to the performance of the client's obligations in terms of this Agreement or any other latitude granted, shall not be construed as a waiver of MAXIMUM RISK PROTECTION'S rights in terms of this Agreement and shall not in any way prejudice MAXIMUM RISK PROTECTION'S rights at any time to demand strict and punctual performance of the client's obligations in terms hereof.

13.4 In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be separable from the remaining terms which will continue to be valid and enforceable.

13.5 The Client accepts all risk pertaining to the Equipment and its suitability for use.

13.6 The Client will not be entitled to assign, cede or transfer any rights or obligations required in terms of this Agreement in whole or in part to any other party without the prior written consent of MAXIMUM RISK PROTECTION.

13.7 MAXIMUM RISK PROTECTION may without notice to the Client delegate, cede or transfer any part of its rights, title and interest in and to this Agreement to any person whatsoever.

13.8 Neither party has given any warranty or made any representation to the other party other than any warranty or representation which may be contained in this Agreement.

13.9 MAXIMUM RISK PROTECTION will be entitled to affix Warning notice signboards at or near the premises at its discretion indicating that the premises are protected by MAXIMUM RISK PROTECTION.

13.10 The Parties hereby consent to the jurisdiction of the Magistrate's Court in the event of any legal proceedings being instituted.

13.11 If more than one person signs this agreement, the signatories will jointly and severally be liable for the Client's obligations.

13.12 Where a radio transmitter or other communicator is connected by MAXIMUM RISK PROTECTION to an existing security system of the Client, MAXIMUM RISK PROTECTION does not accept any responsibility for defects or malfunctioning of the existing equipment which may occur before or after the installation of the radio transmitter and antenna or other communicator or any other equipment installed by MAXIMUM RISK PROTECTION. Any modification or improvements are made for the Client's account.

13.13 In the event of the Client being a juristic person, any natural person signing on behalf of such juristic person, hereby warrants his/her authority to sign this agreement, it being within the scope of his/her powers, objects and authority.

13.14 In the event of the Client being a juristic person, any natural person signing on behalf of such juristic person, hereby binds himself/herself as surety and co-principal debtor in solidum with the Client to MAXIMUM RISK PROTECTION, for the due and punctual performance by the Client of all its obligations to MAXIMUM RISK PROTECTION, whether presently due, owing or payable and becoming due, owing and payable in the future, and hereby waives and renounces:

13.14.1 any right to claim an accounting from MAXIMUM RISK PROTECTION before making payment;

13.14.2 any benefit which he/she as surety is entitled to in law, without detracting from the generality of the foregoing, including the benefits of;

13.14.2.1 excussion;

13.14.2.2 division;

13.14.2.3 session of action;



13.14.2.4 de duobus vel pluribus reis debendi: the meaning, full force and effect of such benefit he/she acknowledges the he/she knows and understands.

13.15 It is hereby recorded that the Client will be responsible for payment of all amounts due in terms of this agreement, notwithstanding any invoices being forwarded to another address provided by the Client or such signatory hereof by MAXIMUM RISK PROTECTION.

13.16 The Client hereby authorize MAXIMUM RISK PROTECTION to:

13.16.1 make inquiries to confirm any information provided by the Client:

13.16.2 seek information from any credit bureau when assessing the application and at any stage thereafter;

13.16.3 disclose the existence of this account to any credit bureau sharing positive and negative information about the Clients account with any credit bureau. The Client consent to this information being used by other credit granters in making risk management decisions.

14.17 The parties specifically agree that this agreement is subject to the approval of MAXIMUM RISK PROTECTION Management. MAXIMUM RISK PROTECTION Management reserves the right to approve/decline any Client and would have an unqualified discretion in the decision to approve/decline the Client. MAXIMUM RISK PROTECTION Management would not be required to provide reasons for its decision to approve/decline the Client. Installation will only commence after approval.

SIGNED AT.....ON THE.....DAY OF..... 2015.

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FOR MAXIMUM RISK PROTECTION

WITNESS

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WITNESS

SIGNED AT.....ON THE.....DAY OF..... 2015.

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CLIENT PARTY

WITNESS

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WITNESS

