

1. ENTIRE CONTRACT

These terms and condition constitute the entire contract between **North Guarding; District Bassett and SEC-U-MED** (hereinafter referred to as "NG") and the CLIENT and the CLIENT agrees that no amendments or variations hereof shall be binding on NG unless reduced to writing and signed by the CLIENT and a duly authorised director of NG.

2. SERVICE

2.1 NG shall provide the CLIENT with Dawn to Dusk emergency security; medical and mechanical cycling assistance. Reaction personnel shall regularly patrol the area in THE ZONE.

2.2 Upon receiving notification of an emergency, either by the CLIENT directly or via a control room appointed by the CLIENT, NG shall:

2.2.1 dispatch reaction personnel to the point of incident; and

2.2.2 notify any authorities that NG, in its sole discretion, feels is necessary under the circumstances.

2.3 In order to effectively render the above services the CLIENT agrees that NG'S reaction personnel may use licensed firearms, which may be discharged by such personnel in the execution of their duties in compliance with any legal requirements that may be applicable.

3. CONSIDERATION AND PAYMENT

3.1 The costs of the services rendered shall be the amount reflected on the obligatory debit order contract, such amount shall be payable monthly, via debit order on the last working day of the month.

3.2 The amounts referred to paragraph 3.1 above shall increase annually on the 31st day of October at the sole discretion of NG. The CLIENT will receive 1 (one) month notice via SMS of such increase;

3.3 The CLIENT shall not be entitled to withhold payment of any monies due to NG in terms of this contract, nor apply any set-off whatsoever, in the event of a dispute arising between the parties.

4. COMMUNICATION WITH NG & FALSE ALARMS

4.1 It is recorded that the CLIENT:

4.1.1 has an electronic security app and or mobile panic button carried on his/her person while riding in THE ZONE which can be monitored by a control room instructed to contact NG in the event of an activation, or

4.1.2 shall contact NG in the event of assistance being required (whichever is applicable);

4.1.3 is obliged to the mobile application, and to notify NG prior to conducting such test, at least once a month, to ensure that the system is in good working order.

4.2 Whilst NG shall, subject to the terms hereof, attend to all activations at the CLIENT'S position, the CLIENT agrees to be liable for a fee of not less than 40% of the monthly fee per call out in the event that such call out proves to be a false alarm caused by the negligent use or malfunctioning of the CLIENT'S transmission equipment.

4.3 Should the number of false alarm call outs be deemed to be excessive by NG, in its sole discretion, then in such event NG reserves its right to terminate the agreement in terms of clause 5.4 below.

5. DURATION

5.1 Subject to the right to terminate as mentioned below, this agreement shall continue for an indefinite period of time;

5.2 The CLIENT shall be entitled to terminate this agreement at any time after a period of 6 (six) months has expired from the date of signature hereof by giving DB 1 (one) calendar month written notice;

5.3 DB shall be entitled to terminate this agreement at any time by giving the CLIENT 1 (one) calendar month written notice ;

5.4 NG shall be entitled to terminate this agreement forthwith, if in its opinion, the CLIENT abuses the services provided or if any of these terms and conditions are breached by the CLIENT. In the event of such termination the CLIENT shall be liable to NG for the genuine pre-estimated damages suffered by NG. The parties agree that such damages shall be equivalent to 2 (months) of subscription fees referred to in clause 3.1 above.

6. LIMITATION OF LIABILITY

6.1 The CLIENT acknowledges that while the services provided by NG act as a deterrent, they are by no means a guarantee of safety against or prevention of death, loss, injury or damage of whatsoever nature and howsoever arising.

6.2 Neither NG nor any of its officers, employees, agents or distributors shall be liable for any loss or damage, whether direct, indirect, consequential or otherwise suffered by the CLIENT, his family, guest or any other person arising from any cause in connection with the service (including but not limited to, any act, omission, neglect or default on the part of NG'S employees) whether such loss or damage results from breach of contract, delict, negligence or any other cause whatsoever;

6.3 Without in any way limiting or derogating from the provisions of clause 6.2 above, NG shall further not be liable to the CLIENT for any damage, loss, liability or injury of whatsoever nature and howsoever arising that may result from any vis maior (i.e. irresistible, overpowering act of God that causes damage or disruption) or casus fortuitous (i.e. an accident against which due prudence could not have provided), including but not limited to unforeseeable interruptions in land, cell; telephone or radio links between NG and the CLIENT, strikes, acts of war, interruption of transport, flood, storm or fire.

7. JURISDICTION OF THE MAGISTRATE'S COURT

NG may at its option and notwithstanding that the amount of its claim exceeds the jurisdiction of the Magistrate's Court, be entitled to institute action out of such a Court. Nothing herein contained shall invalidate NG'S rights to proceed in any other Court of competent jurisdiction.

8. ATTORNEY AND OWN CLIENT COSTS

The CLIENT shall pay all the legal costs incurred by NG on an attorney and own client basis, including collection commission and tracing agent's fees (subject to any limitations imposed by the National Credit Act 34 of 2005 should same be applicable), should NG take any legal action against the CLIENT for the enforcement of any of its rights.

9. DOMICILIUM CITANDI ET EXECUTANDI

The CLIENT and DB hereby choose domicilium citandi et executandi (i.e. the address at which all notices and other process should be served) at the addresses stated on page 1 hereof.

10. GENERAL

10.1 If any of the terms and conditions herein contained shall be invalid, the same shall not invalidate the remainder of the contract and such terms will be severable from the contract;

10.2 NG in its sole and absolute discretion may appropriate any payment made by the CLIENT to any indebtedness as may be owed by the CLIENT to NG;

10.3 No concession, latitude or indulgence allowed by NG to the CLIENT shall be construed as a waiver or abandonment of any of its rights hereunder or act as any estoppels against NG.

10.4 No variations of the terms of this agreement shall be of any force or effect unless reduced to writing and signed by both parties.

10.5 A Certificate signed by a director or manager of NG (whose appointment it shall not be necessary to prove) shall constitute prima facie proof of the amount owing by the CLIENT to NG.

NORTH GUARDING

GENERAL TERMS AND CONDITIONS

Name _____ Signature _____ Date _____

1. ENTIRE CONTRACT

These terms and condition constitute the entire contract between **Bassett Burglar Alarms; mySOS and SEC-U-MED** (hereinafter referred to as "BBA") and the CLIENT and the CLIENT agrees that no amendments or variations hereof shall be binding on DB unless reduced to writing and signed by the CLIENT and a duly authorised director of BBA.

2. SERVICE

2.1 BBA shall provide the CLIENT with sunrise to sunset emergency reaction personnel who shall regularly patrol the area in which the CLIENT's sport with in THE ZONE is situated;

2.2 Upon receiving notification of an emergency, either by the CLIENT directly or via a control room appointed by the CLIENT, BBA shall:

2.2.1 dispatch reaction personnel to the GPS Position; and

2.2.2 notify any authorities that BBA, in its sole discretion, feels is necessary under the circumstances.

2.3 In order to effectively render the above services the CLIENT agrees that BBA's reaction personnel may attend to the client and related location with licensed firearms, which may be discharged by such personnel in the execution of their duties in compliance with any legal requirements that may be applicable.

3. CONSIDERATION AND PAYMENT

3.1 The costs of the services rendered shall be the amount reflected on the obligatory debit order contract, such amount shall be payable monthly, via debit order or annually in advance., as the case may be. BBA will require payment by way of electronic funds transfer or cash cheque in advance for the first months charges to allow time for the debit order to be loaded/activated;

3.2 The amounts referred to paragraph 3.1 above shall increase annually on the 31st day of October at the sole discretion of BBA. The CLIENT will receive 1 (one) month notice via SMS of such increase;

3.3 The CLIENT shall not be entitled to withhold payment of any monies due to BBA in terms of this contract, nor apply any set-off whatsoever, in the event of a dispute arising between the parties.

4. COMMUNICATION WITH DB & FALSE ALARMS

4.1 It is recorded that the CLIENT:

4.1.1 has an electronic application installed on his Cell Phone and or worn on his person and that the system is monitored by a control room instructed to contact BBA in the event of an activation, or

4.1.2 shall contact BBA in the event of assistance being required (whichever is applicable);

4.1.3 is obliged to test the application and or devices, and to notify BBA prior to conducting such test, at least once a month, to ensure that the application and or devices are in good working order. 4.2 Whilst BBA shall, subject to the terms hereof, attend to all activations at the CLIENT'S position, the CLIENT agrees to be liable for a fee of not less than 40% of the monthly fee per call out in the event that such call out proves to be a false alarm caused by the negligent use or malfunctioning of the CLIENT'S transmission/cell phone equipment.

4.3 Should the number of false alarm call outs be deemed to be excessive by BBA, in its sole discretion, then in such event DB reserves its right to terminate the agreement in terms of clause 5.4 below.

5. DURATION

5.1 Subject to the right to terminate as mentioned below, this agreement shall continue for an indefinite period of time;

5.2 The CLIENT shall be entitled to terminate this agreement at any time after a period of 6 (six) months has expired from the date of signature hereof by giving DB 1 (one) calendar month written notice;

5.3 DB shall be entitled to terminate this agreement at any time by giving the CLIENT 1 (one) calendar month written notice;

5.4 DB shall be entitled to terminate this agreement forthwith, if in its opinion, the CLIENT abuses the services provided or if any of these terms and conditions are breached by the CLIENT. In the event of such termination the CLIENT shall be liable to BBA for the genuine pre-estimated damages suffered by BBA. The parties agree that such damages shall be equivalent to 2 (months) of subscription fees referred to in clause 3.1 above.

6. LIMITATION OF LIABILITY

6.1 The CLIENT acknowledges that while the services provided by BBA act as a deterrent, they are by no means a guarantee of safety against or prevention of death, loss, injury or damage of whatsoever nature and howsoever arising.

6.2 Neither BBA nor any of its officers, employees, agents or distributors shall be liable for any loss or damage, whether direct, indirect, consequential or otherwise suffered by the CLIENT, his family, guest or any other person arising from any cause in connection with the service (including but not limited to, any act, omission, neglect or default on the part of BBA'S employees) whether such loss or damage results from breach of contract, delict, negligence or any other cause whatsoever;

6.3 Without in any way limiting or derogating from the provisions of clause 6.2 above, BBA shall further not be liable to the CLIENT for any damage, loss, liability or injury of whatsoever nature and howsoever arising that may result from any vis maior (i.e. irresistible, overpowering act of God that causes damage or disruption) or casus fortuitous (i.e. an accident against which due prudence could not have provided), including but not limited to unforeseeable interruptions in land, cell; telephone or radio links between BBA and the CLIENT, strikes, acts of war, interruption of transport, flood, storm or fire.

7. JURISDICTION OF THE MAGISTRATE'S COURT

BBA may at its option and notwithstanding that the amount of its claim exceeds the jurisdiction of the Magistrate's Court, be entitled to institute action out of such a Court. Nothing herein contained shall invalidate BBA'S rights to proceed in any other Court of competent jurisdiction.

8. ATTORNEY AND OWN CLIENT COSTS

The CLIENT shall pay all the legal costs incurred by BBA on an attorney and own client basis, including collection commission and tracing agent's fees (subject to any limitations imposed by the National Credit Act 34 of 2005 should same be applicable), should BBA take any legal action against the CLIENT for the enforcement of any of its rights.

9. DOMICILIUM CITANDI ET EXECUTANDI

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10. GENERAL

10.1 If any of the terms and conditions herein contained shall be invalid, the same shall not invalidate the remainder of the contract and such terms will be severable from the contract;

10.2 BBA in its sole and absolute discretion may appropriate any payment made by the CLIENT to any indebtedness as may be owed by the CLIENT to BBA;

10.3 No concession, latitude or indulgence allowed by BBA to the CLIENT shall be construed as a waiver or abandonment of any of its rights hereunder or act as any estoppels against BBA.

10.4 No variations of the terms of this agreement shall be of any force or effect unless reduced to writing and signed by both parties.

10.5 A Certificate signed by a director or manager of BBA (whose appointment it shall not be necessary to prove) shall constitute prima facie proof of the amount owing by the CLIENT to BBA.

DISTRICT BASSETT

GENERAL TERMS AND CONDITIONS

Name _____ Signature _____ Date _____

I Accept