Part A - Terms & Conditions

1. DEFINITIONS

1.1. **CCA** means the Competition and Consumer Act 2010 (Cth) as amended, re enacted or replaced, and includes any subordinate legislation.

1.2. **Client** means the Client (or any person acting on behalf of and with the authority of the Client) as described in Item B of the Reference Schedule.

1.3. **Company** means Retina Visions Pty Ltd (as outlined in Item B of the Reference Schedule), its successors and assigns or any person acting on behalf of and with the authority of Retina Visions Pty Ltd.

1.4. **Company's Intellectual Property** means the Intellectual Property Rights in the systems, processes, software and all other things used by the Company to create the Data Output using the Raw Data.

1.5. **Consequential Loss** means loss of expected savings, loss of use, loss of opportunity, loss of profit, loss of revenue, increased financing costs, loss arising from delay, or any consequential, special or indirect loss or damage, whether or not the possibility or potential extent of the loss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract, tort (including negligence), statute or otherwise.

1.6. **Data Output** means the data output that the Company has agreed to supply to the Client as part of the Services as specified in Item G of the Reference Schedule.

1.7. **Data Output Delivery Date** means the date specified in Item J of the Reference Schedule or such other time as agreed by the Company and the Client in writing.

1.8. **Deposit** means the deposit payable by the Client, as specified in Item E of the Reference Schedule.

1.9. **Document** means the Reference Schedule, these Part A – Terms & Conditions and Part B - Guarantee and Indemnity.

1.10. **Equipment** means the equipment that the Company has agreed to supply to the Client as part of the Services, as specified in Item F of the Reference Schedule.

1.11. **Fees** means the fees payable for the Services as agreed between the Company and the Client and as specified in Item D of the Reference Schedule.

1.12. **Financing Change Statement** has the meanings given to that term by the PPSA.

1.13. **Financing Statement** has the meanings given to that term by the PPSA.

1.14. **GST** has the meaning given by the GST Law.

1.15. **GST Law** has the meaning given to "GST law" in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

1.16. **Guarantor** means that person (or persons) whose details are set out in Item C of the Reference Schedule.

1.17. **Immediately Available Funds** means the electronic transfer of cleared funds, into an account nominated by the Company.

1.18. **Intellectual Property Rights** includes all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trade marks, designs, patents, inventions, copyright and analogous rights, trade secrets, know how, processes, concepts, confidential information and all other rights in "intellectual property" as defined in Article 2 of the convention establishing the World Intellectual Property Organisation of 14 July 1967 as amended from time to time.

1.19. **Loss** includes any loss, liability, expense, cost or damage of any kind and includes Consequential Loss and a fine or penalty imposed by a statutory or other authority.

1.20. **Monies Owing** means any Fees, costs, interest and duties due to the Company by the Client or the Guarantor from time to time.

1.21. **Other Property** means all present and after-acquired property of the Client that is not PPSA Personal Property, including any interest in real property.

1.22. **PMSI** means a purchase money security interest, which has the same meaning given to that term in the PPSA.

1.23. **PPSA** means the Personal Property Securities Act 2009 (Cth) and where applicable includes all regulations made pursuant to it.

1.24. **PPSA Personal Property** means:

a) all present and after-acquired property in which the Client and/or the Guarantor can be a grantor of a Security Interest including property in which the Client and/or the Guarantor have, or may in the future have, rights or the power to transfer rights;

b) proceeds of the sale of any PPSA

Personal Property; and

c) PPSA retention of title property (as that term is defined in the Corporations Act).

1.25. **PPS Register** means the Personal Property Securities Register established under the PPSA.

1.26. **Purpose** means the capturing of the Raw Data by the Client to enable the Company to create and supply the Data Output.

1.27. **Raw Data** means the video footage captured by the Client using the Equipment (or otherwise) that is supplied by the Client to the Company for the purpose of processing and producing the Data Output.

1.28. **Raw Data Delivery Date** means the date specified in Item I of the Reference Schedule or such other date agreed by the Company and the Client in writing.

1.29. **Reference Schedule** means reference schedule to this document.

1.30. **Security Agreement** has the meaning given to that term by the PPSA.

1.31. **Security Interest** has the meaning given to that term by the PPSA.

1.32. **Services** means:

a) where requested by the Client, the supply of the Equipment for the purpose of the client using the Equipment to capture the Raw Data;

b) the supply of the Data Output in the form specified in Item H of the Reference Schedule; and

c) all other services provided by the Company to the Client as may be mutually agreed form time to time.

1.33. **Unlawful Purpose** means any unlawful purpose, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct

2. AGREEMENT

2.1. Unless otherwise specified in Item K of the Reference Schedule:

a) all quotations made by the Company and all orders made by the Client are accepted on the terms of this this document only (including the Reference Schedule); and

b) no further terms and conditions will be deemed to form part of the agreement between the Company and the Client for the provision of the Services unless those further terms and conditions are agreed to between the parties in writing as forming part of this document..

2.2. Upon execution of this document by the Company, the document is binding on the parties.

2.3. If the Client does not sign this document, any instructions or requests received by the Company from the Client for the provision of Services and/or the Client's acceptance of Services provided by the Company shall constitute acceptance of the provisions contained in this document.

2.4. Where more than one Client has entered into this document, the Clients shall be jointly and severally liable for all payments under this document.

3. DELIVERY OF SERVICES

3.1. The Company agrees to provide the Services for the Client for the Fee and otherwise on the terms of this document.

3.2. Where the Services include the provision of the Equipment, the Client must:

a) accept delivery of the Equipment at a time agreed with the Company;

b) only use the Equipment for the Purpose; and

c) supply the Raw Data to the Company on or before the Raw Data Delivery Date.

3.3. Where the Services do not include the provision of the Equipment, the Client must supply the Raw Data, in a format agreed with the Company, to the Company on or before the Raw Data Delivery Date.

3.4. Where the Client complies with its obligations under this document, the Company will endeavour to provide the Services promptly, however the Company shall not be liable for any Loss whatsoever suffered by the Client due to failure by the Company to:

a) complete the delivery of the Services on or before the Data Output Delivery Date; or

b) deliver the Services where the failure to deliver is due to circumstances beyond the control of the Company.

4. PAYMENT OF DEPOSIT AND FEES

4.1. Unless otherwise agreed in writing, all amounts provided in this document are stated in Australian dollars.

4.2. If a Deposit is payable by the Client under this document, it must be paid as Immediately Available Funds upon the Client executing this document.

4.3. Any Deposit that is payable by the Client to the Company is non-refundable.

4.4. The client must pay the Fees, or part of the Fees (as the context requires), at the time specified in in Item E of the Reference Schedule and in the manner as specified in that Item, or if the item fails to specify how the Fee is to be paid, as Immediately Available Funds, unless otherwise agreed in writing by the parties.

4.5. The Company may, by giving written notice to the Client, increase the Fees to reflect any increase in the cost to the Company to provide the Services beyond the reasonable control of the Company (including, without limitation, increases in taxes, duties, insurance premiums, labour or change to the scope of the Services).

4.6. The Company reserves the right to charge the Client a fee for, or seek reimbursement for the fee charged to the Company, on any payment by the Client that attracts any transaction fee for the Company.

4.7. All payments of amounts owed by the Client to the Company must be made by the Customer free of any set-off or counterclaim and without deduction or withholding whatsoever.

5. DEFAULT AND CONSEQUENCES OF DEFAULT

5.1. Where an amount that the Customer owes the Company is not paid when due (including but not limited to the Fees), the Company, at its discretion, may charge interest on that overdue amount. Interest shall accrue daily on the overdue amount from the date when payment becomes due, until the date of payment, at a rate of 7% per annum (and such interest will be capitalised and added to the amount outstanding daily at such a rate) after as well as before any judgment. The payment of any interest under this clause must be paid by the Client immediately on demand by the Company to the Client.

5.2. In the event that a Client's payment is dishonoured for any reason the Client shall be liable for any dishonour fees incurred by the Company.

5.3. If the Client defaults in payment of any amount to the Company when due or the Company is forced to incur costs to enforce its rights under clause 6, the Client shall indemnify the Company from and against all costs and disbursements incurred by the Company in pursuing the debt including legal costs on a solicitor and own client basis and the Company's collection agency costs.

5.4. Without prejudice to any other remedies the Company may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Services to the Client and any of its other obligations under this document. The Company will not be liable to the Client for any loss or damage the Client suffers because the Company has exercised its rights under this clause 5.4.

6. RETENTION OF TITLE – EQUIPMENT

6.1. Where the Services include the provision of the Equipment, the Company provides the Equipment on hire to the Client only for the Purpose.

6.2. The title to the Equipment remains with the Company whilst it is in the possession of the Client and must be promptly returned by the Client to the Company once all Raw Data has been collected by the Client.

6.3. If this document is terminated or the Client fails to pay an amount due to the Company when due, then the Company or its authorised agent may, at the Client's cost, enter the premises or vehicle where the Equipment is located and seize the Equipment.

6.4. The retention of title arrangement described in this clause 6 constitutes a PMSI in the Equipment.

6.5. The Client indemnifies the Company from and against all costs and disbursements incurred by the Company in recovering the Equipment from the Client, including legal costs on a solicitor and own client basis and the Company's collection/recovery agency costs.

7. PERSONAL PROPERTY SECURITY

7.1. The Client and/or the Guarantor charge all present and after acquired property in favour of the Company to secure the payment of all moneys and performance of all obligations under this document.

7.2. The Client and/or the Guarantor acknowledge and agree that this document constitutes a Security Agreement for the purposes of the PPSA.

7.3. The Client and/or the Guarantor acknowledge and agree that this document creates:

a) a Security Interest in all PPSA Personal Property; and

b) a fixed charge over all Other Property,

to secure payment of all monies (including but not limited to the Fees and any interest) owing by the Client and/or the Guarantor to the Company from time to time under this document and under any other agreement or arrangement between the Client and the Company.

7.4. The Client and/or the Guarantor undertake to:

a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Company may reasonably require to:

i) promptly register a Financing Statement or Financing Change Statement in relation to a Security Interest on the PPS Register and to otherwise do all things necessary and required by the Company to ensure that any Security Interest registered by the Company is a perfected Security Interest under the PPSA;

ii) promptly register any document on any register reasonably necessary to secure the Company's interest under this document;

iii) promptly register any other document required to be registered under the PPSA;

iv) promptly correct a defect in previously registered documents; or

v) indemnify and reimburse, the Company for all expenses incurred in registering a Financing Statement or Financing Change Statement on the PPS Register or releasing any PPSR Personal Property that is the subject of a Security Interest;

b) not make an amendment demand in respect of a Security Interest, apply to the Registrar to register a Financing Change Statement in respect of a Security Interest, without the prior written consent of the Company;

c) not to register, or permit to be registered, a Financing Statement or a Financing Change Statement in relation to the PPSR Personal Property of the Client and/or the Guarantor in favour of a third party without the prior written consent of the Company; and

d) immediately advise the Company of any material change in its business practices which may result in a change in the use of the personal property owned by the Client and/or the Guarantor.

7.5. The Company, the Client and/or the Guarantor agree that sections 96 and 125 of the PPSA do not apply to the Security Interest created by this document.

7.6. The Client and/or the Guarantor hereby waive all rights to receive notices, information or statements (as the case may be) under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

7.7. The Client and/or the Guarantor waive all rights as a grantor and/or a chargor under sections 142 and 143 of the PPSA.

7.8. The Client and/or the Guarantor waive all rights to receive a verification statement in accordance with section 157 of the PPSA.

7.9. The Client and/or the Guarantor irrevocably appoint the Company, or the Company's nominee, to be either party's attorney to do such acts and execute such documents as the Client and/or the Guarantor could personally do or execute (including the appointment of a substitute attorney) which in the opinion of the Company (acting reasonably) is necessary or expedient to give effect to any right, power or remedy conferred on the Company by this document or the PPSA and to give effect to the matters contemplated by this document.

7.10. The provisions of this clause 7 will survive termination of this document, for whatever reason.

8. OWNERSHIP OF INTELLECTUAL PROPERTY

8.1. Notwithstanding anything in this document, the Client acknowledges and agrees that:

a) the Company utilises the Company's Intellectual Property to deliver the Services;

b) the Company is the legal and beneficial owner of the Company's Intellectual Property;

c) the Client has no interest, whether proprietary or otherwise in the Company's Intellectual Property.

8.2. Notwithstanding anything in this document, the Client acknowledges and agrees that the Company is the legal and beneficial owner of:

a) where the Client hires the Equipment, the Raw Data;

b) the Data Output; and

c) all Intellectual Property Rights in all documents, materials, documents, software, system, knowhow or thing of any kind developed by the Company during the course of the Company providing the Services to the Client (**Developed IP**).

8.3. Except for any interest created pursuant to clause 9, to the extent that any law acts to provide the Client with any proprietary or other interest in:

a) where the Client hires the Equipment, the Raw Data ;

b) the Data Output; or

c) the Developed IP,

the Client must on demand by the Company assign or otherwise transfer that interest to the Company for $1.

8.4. The Client:

a) irrevocably appoints the Company, or the Company's nominee, to be its attorney to do such acts and execute such documents as the Client could personally do or execute (including the appointment of a substitute attorney) which in the opinion of the Company (acting reasonably) is necessary or expedient to give effect to Company's rights under clause 8.3;

b) indemnifies the Company against any Loss arising or that it suffers or incurs as a result of enforcing its rights under clause 8.3 and/or the Client's failure to comply with clause 8.3.

8.5. Where the Client does not use the Equipment to capture and provide the Raw Data to the Company, the Company acknowledges and agrees that the Company is not the owner of the Intellectual Property Right in the Raw Data.

9. LICENSE

9.1. Subject to the Client complying with its obligations pursuant to the terms of this document (including the payment of the Fees and any other amounts owing to the Company under this document when due), the Company grants to the Client a non-exclusive, royalty-free, non-transferrable and irrevocable licence to use the Data Output.

9.2. If the Client is in breach of its obligations pursuant to the terms of this document (including and the payment of the Fees and any other amounts owing to the Company under this document when due), the Company may immediately by written notice to the Client temporarily suspend or terminate the licence granted pursuant to clause 1.1 until such time as the breach is remedied to the satisfaction of the Company. If the Company temporarily suspends or terminates the licence granted to the Client, the Client must immediately return all of the Raw Data, Data Output, Equipment and all other of the Company's Intellectual Property or Developed IP in the Client's possession.

9.3. Where the Client owns the Intellectual Property Rights in the Raw Data, or the Client has procured the Intellectual Property Rights in the Raw Data from, or procured the consent to use the Raw Data from, a third party:

a) the Client grants to the Company a non-exclusive, royalty free and irrevocable licence to use the Raw Data for the purpose of providing the Services; and

b) the Client warrants and represents to the Company that it is the legal and beneficial owner of the Raw Data, or it has the consent of the legal and beneficial owner of the Raw Data to provide it to the Company for the provision of the Services, and the use of the Raw Data by the Company pursuant to the licence granted under clause 9.3a) will not cause the Company to be in breach of the Intellectual Property Rights of the Client or any other person.

10. CONFIDENTIAL INFORMATION

10.1 Neither the Client nor the Company shall disclose to third parties or use for any purpose (other than providing or benefiting from the Services) any information provided by the other unless:

a) required by law;

b) it is disclosed on a confidential basis to advisers;

c) the information is already publicly known; or

d) the other consents in writing to its disclosure.

10.2. All documentation and materials containing confidential information provided by one party to the other shall be returned at the expiry or termination or this document, and otherwise upon request (save for the Data Output where the licence granted pursuant to clause 9 is subsisting).

10.3. Each party confirms that the other may keep such information provided by that party after the termination of this document, as may be necessary for a party's quality assurance or risk management procedures and policies, provided that any such information shall continue to be held confidential in accordance with clause 10.1.

11. PRIVACY

11.1. The Client authorises the Company to obtain a credit report from any credit-reporting agency containing credit information about the Client.

11.2. To the maximum extent permitted by law, the Client authorises the Company to exchange information about the Client with credit providers that may be named in a consumer credit report issued by a reporting agency for the following purposes:

a) to assess the creditworthiness of the Client;

b) to notify other credit providers of a default by the Client; or

c) to exchange information with other credit providers as to the status of the Client's account.

11.3. To the maximum extent permitted by law, the Client authorises the Company to give personal or commercial information about the Client to credit reporting agency for the following purpose:

a) to obtain a consumer credit report about the Client; and/or

b) to allow the credit reporting agency to create or maintain a credit information file containing information file containing information about the Client.

12. TERMINATION

12.1. The Company may terminate this document by giving the Client 180 days' written notice. The Client may terminate this document by giving the Company 180 days' written notice.

12.2. In the event the Company terminates this document, the Company shall refund to the Client any sums paid in respect of the Fees for Services not yet delivered, less any amounts owing by the Client to the Company for Services already provided. The Company shall not be liable for any Loss the Client accrues, suffers, or incurs whatsoever arising from such termination. If the Client terminates this document, the Services will stop upon notice of termination and the Client must pay six months' worth of Fees to the Company.

13. GST

13.1. All amounts payable under or in connection with this document are exclusive of GST.

13.2. A recipient of a taxable supply under or in connection with this document must pay to the supplier, in addition to the GST exclusive consideration for the taxable supply, an amount equal to any GST paid or payable by the supplier in respect of the taxable supply (GST Amount).

13.3. The recipient must pay the GST Amount to the supplier when the GST exclusive consideration or part of it is provided, except that the recipient need not pay the GST Amount unless the recipient has received a tax invoice (or an adjustment note) for that taxable supply.

13.4. Where a supplier incurs a cost or expense for which it may claim payment, reimbursement or indemnity from another party under or in connection with this document, the amount to be paid or credited to the supplier is the cost or expense (reduced by the input tax credit that the supplier is entitled to claim in respect of that cost or expense) plus the amount in respect of GST payable by the recipient as calculated under clauses 13.2 and 13.3.

14. LIMITATION OF LIABILITY

14.1. To the maximum extent permitted by law, the Company's total liability arising out of or in connection with its performance of its obligations under this document or arising out of or in connection with the supply of the Services is limited as follows:

a) the Company shall have no liability to the Client for any Consequential Loss; and

b) the Client's total aggregate liability for loss, however arising, shall not exceed the GST exclusive aggregate price paid by the Client to the Company for the specific Services that gave rise to the loss in question.

14.2. To the extent permitted by law, the Company and the Client agree that:

a) the Company has made no warranty or representations to the Client regarding the provision, delivery, quality, fitness for purpose or otherwise in respect of the Equipment or the Services; and

b) all statutory and common law warranties or representations regarding the provision, delivery, quality, fitness for purpose or otherwise in respect of the Equipment and the Services, including those made under the CCA, are excluded.

15. APPOINTMENT OF SUBCONTRACTORS

15.1. If the Company considers it appropriate to do so, it may engage other consultants or subcontractors to assist the Company in carrying out the Services.

16. RESTRICTIONS ON SOLICITING EMPLOYEES

16.1. Without limiting any other obligation of the Client, the Client will not at any time during the term of this document or for a period of six months after the later of the finalisation of the Services or termination or expiry of this document, either directly or indirectly, and whether alone or together with, through or on behalf of any person, entice away from his or her engagement or employment any person who is, or was at any time during the term of this document, an employee of the Company or of a related body corporate.

16.2. The Client accepts that the Company is entitled to claim damages equivalent to the economic loss that a breach of clause 16.1 will cause the Company.

17. GENERAL

17.1. If any provision of this document shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

17.2. This document a shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.

17.3. The Company shall be under no liability whatsoever to the Client for any indirect and/or Consequential Loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Company of this document.

17.4. In the event of any breach of this contract by the Company the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Fees.

17.5. The Client shall not be entitled to set off against, or deduct from the Fees, any sums owed or claimed to be owed to the Client by the Company nor to withhold payment of any tax invoice because part of that tax invoice is in dispute.

17.6. The Company reserves the right to review and amend this document from time to time and must give notice to the Client of any changes to this document.

17.7. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

17.8. The failure by the Company to enforce any provision of this document shall not be treated as a waiver of that provision, nor shall it affect the Company's right to subsequently enforce that provision.

17.9. A written notice to be provided under this document may be provided by:

a) handing the notice to the person, or an employee or officer of that person;

b) by leaving it at the address stated in the Reference Schedule;

c) by sending it by registered post to the address stated in the Reference Schedule; or

d) by email to the last known email address of that person.

18. TERM

18.1. This agreement shall commence on the first day of Raw Data collection and continue in effect for a period of ____ months

19. SERVICE HOURS

19.1. Retina Visions will provide footage processing on working days from 9:00am to 5:00pm AEST. Footage captured on public holidays will not be processed and the period from the final working day before Christmas and the first working day in January will not be processed.

20. PUBLIC COMMUNICATIONS AND ATTRIBUTION

20.1. Technology-related publications

If the Client publishes or authorises any video, photograph, article, case study, social-media post, presentation, media release or other public communication that materially features, demonstrates, evaluates or describes the Services, Equipment, Data Output or Company's Intellectual Property (collectively, the **Technology**) (a **Technology Publication**), the Client must:

a) clearly identify the Technology by its applicable product name followed by "by Retina Visions Pty Ltd", or use another attribution approved in writing by the Company;

b) where reasonably practicable on the relevant platform, tag or link to the Company's official account or website;

c) ensure that any statement concerning the Technology, its performance, capabilities or results is accurate and not misleading; and

d) not state or imply that the Client or another person developed, owns or supplied the Technology.

20.2. Approval of protected material

The Client must obtain the Company's prior written approval before a Technology Publication includes:

a) the Company's trade marks or logos, other than an unaltered use permitted under the Company's brand guidelines;

b) non-public software interfaces, technical documentation, methodologies or product-roadmap information;

c) confidential information belonging to the Company; or

d) trial results, performance comparisons, benchmarks or other claims that have not previously been approved or publicly released by the Company.

The Company must not unreasonably withhold or delay its approval.

20.3. Incidental appearances

Attribution is not required where the Technology appears only incidentally and the publication does not discuss, demonstrate, evaluate or promote the Technology or its capabilities.

20.4. Integrity of branding

The Client must not remove, obscure, alter or crop any trade mark, product name, copyright notice or other proprietary notice displayed on or within the Technology, except with the Company's prior written approval.

20.5. Corrections

If a Technology Publication does not comply with this clause, the Client must, following written notice from the Company, take reasonable steps to correct, update or remove the publication within five business days, or within another period reasonably agreed by the parties.

20.6. Required disclosures

Nothing in this clause prevents the Client from making a disclosure required by law, a court, a regulator, governmental accountability requirements or an applicable freedom-of-information regime. Where legally permitted, the Client must give the Company reasonable advance notice of the proposed disclosure.

20.7. Company use of Client identity

The Company must not use the Client's name, logo or trade marks in advertising, testimonials or promotional case studies without the Client's prior written consent. This does not prevent the Company from making a factual statement that the Client uses the Services where that statement is accurate, not misleading and otherwise permitted under this document.

20.8. Survival

Clauses 20.2, 20.4, 20.5 and 20.6 survive expiry or termination of this document.

Part B - Guarantee & Indemnity

1. DEFINITIONS

The definitions provided in Part A – Terms and Conditions apply to this Part B – Guarantee and Indemnity.

2. GUARANTEE

2.1. The Guarantor unconditionally and irrevocably guarantees to the Company the due and punctual payment of the Monies Owing and the performance by the Client of all of its other obligations under this document.

3. INDEMNITY

3.1. The Guarantor unconditionally and irrevocably indemnifies the Company against any liability or loss arising, and any costs or expenses it suffers or incurs:

a) if the Client does not, is not obliged to or is unable to pay the Monies Owing in accordance with this document;

b) if the Company is obliged, or agree, to pay an amount to a trustee in bankruptcy or liquidator (of an insolvent person) in connection with a payment by the Client; or

c) in connection with any person exercising, or not exercising, rights under this document.

4. PAYMENT ON DEMAND

4.1. Any money payable by the Guarantor must be paid on demand to, or as directed by, the Company.

5. REINSTATEMENT OF RIGHTS

5.1. If, under any law relating to insolvency event, a person claims that a transaction (including a payment) in connection with this document or the Monies Owing is void or voidable and the claim is upheld, conceded or comprised, then:

a) the Company is immediately entitled as against the Guarantor to the rights in respect of the Monies Owing to which it was entitled immediately before the transaction; and

b) on request from the Company, the Guarantor agrees to do anything (including signing any document) to restore to the Company any security (including the guarantee and indemnity provided by the Guarantor) held by them from such Guarantor immediately before the transaction.

6. PRINCIPAL AND CONTINUING OBLIGATIONS

6.1. The obligations of the Guarantor are:

a) principal obligations and are not ancillary or collateral to any other encumbrance or other right or obligation however created;

b) independent of, and unaffected by, any other encumbrance or other right or obligation however created which a Guarantor may hold at any time in respect of the Monies Owing; and

c) continuing obligations despite any intervening payment, settlement or other thing and extends to all of the Monies Owing.

7. RIGHTS OF THE COMPANY ARE PROTECTED

7.1. Rights given to the Company under this document (and the Guarantor's liabilities under it) are not affected by any act or omission of the Company or any other person or by anything else that might otherwise affect the Company under law or otherwise, including:

a) the fact that the Company varies or replaces any arrangement under which the Monies Owing is expressed to be owing;

b) the fact that the Company releases the Client or any other Guarantor or give such party a concession, such as more time to pay;

c) the fact that the Company releases, loses the benefit of or does not obtain any security;

d) the fact that the Company does not register any security which could be registered;

e) acquiescence or delay by the Company or any other person; or

f) an assignment of rights in connection with the Monies Owing.

8. OBLIGATIONS ABSOLUTE & UNCONDITIONAL

8.1. The obligations of the Guarantor under this document are absolute, binding and unconditional in all circumstances.

9. GUARANTOR'S RIGHTS ARE SUSPENDED

9.1. The Guarantor agrees not to exercise a right of proof after an event occurs relating to the insolvency event of the Client of the Monies Owing independently of an attorney appointed under this document.