

SECOM Smart CCTV Rental Agreement Terms & Conditions

1. DEFINITIONS

CONFIDENTIAL INFORMATION	Shall mean all information, knowledge, know-how, experience, expertise and designs (whether registered or not) which relates to the business of the Company, the Intellectual Property Rights consisting of or contained or exhibited in any form whatsoever, including data stored in a computer or any information retrieval system or program used in connection with computers.
CONTRACT	Shall mean this Rental Agreement which comprises the Term and Condition and where applicable, the Interbank Giro Application Form provided by the Company.
COMPANY	Shall mean SECOM Smart (Singapore) Pte. Ltd.
CONTRACTUAL TERM	Shall mean the existing contract inclusive of any transferred liabilities (if any).
CUSTOMER	Shall mean the person, firm or company which details are set out in Section 1.
EQUIPMENT	Shall mean all the equipment referred to in the Customer Information to be supplied by the Company for the purpose if rental by the Customer.
FORCE MAJEURE	Shall mean any acts of God, war, sabotage, riot insurrection, civil commotion, national emergencies (whether in fact or law), terrorism, epidemic, pandemic, strikes, lock-outs or other industrial disturbances, accidents, the effect of any applicable laws, orders, rules or regulations and any other events beyond the reasonable control of the Company
INTELLECTUAL PROPERTY RIGHTS	Shall mean any rights pertaining to intellectual property, including (i) any patent, trademark or service mark, copyright, design, business name, trade secret or confidential information whether registered or unregistered; or (b) any license or other right to use or to grant the use if any of them or to be registered proprietor or user if any of them wherever subsisting in the world.
PARTIES	Shall mean collectively the parties to this Contract, and "Party" shall mean each and any of them.
RELATED CORPORATION	Shall have the meaning given to it in Section 2 of the Singapore Companies Act (Cap 50).
RENTAL CHARGES	Shall mean the rental charges in relation to the rental of the equipment as set out in the Customer Information.

2. GENERAL

- a. Save where expressly otherwise agreed into every document dealing with rental of the Equipment, shall be incorporated these terms and conditions.
- b. In these terms and conditions where the context so admits, where there are two or more persons, firms or companies comprised in the expression the "Customer", the covenants and liabilities expressed to be made by the Customer shall be deemed to be made by such persons, firms or companies jointly and severally.
- c. In these terms and conditions where the context so admits, references to the singular shall include the plural and references to the masculine gender shall include the feminine gender and vice versa save where otherwise expressly set out.
- d. The headings to these terms and conditions are for guidance only and are not binding on the Parties and they shall not be used to limit in anyway the interpretation of the meaning of these terms and conditions.
- e. No modification, variation or amendment of this Contract shall be valid unless made in writing and signed by the Parties

3. TERM OF RENTAL

- a. The period of rental for the Equipment shall commence on the date of installation and certified commissioning of the Equipment by the Company and shall continue for the Initial Term until terminated by either Party in accordance with the terms of this Contract.
- b. Upon the expiry of the Initial Term, this Contract shall be renewed automatically for a period of 12 successive months each until such time as either Party terminates this Contract in accordance with the terms of this Contract
- c. For avoidance of doubt, the Customer must complete the Initial Term. Cancellation of the Contract by the Customer for whatever cause or reason before the end of the Initial Term shall require immediate payment for the total outstanding rental and other charges for the remaining unexpired portion of the Initial Term that would have accrued to the Company had the Initial Term been fully completed.

4. PAYMENT

- a. The Customer shall pay the Rental Charges as set out in the Customer Information. The Company may after the first 12 months of the Initial Term increase the Rental Charges on the Equipment by giving to the Customer 2 weeks' written notice of the intended increase in Rental Charges.
- b. Payment of the Rental Charges may be made by the Customer in 1 of the following ways:
 - i. Direct Debit: The Customer must complete an interbank GIRO application form provided by the Company. The Customer's nominated bank account shall be debited monthly in advance if this mode of payment for the Rental Charges is selected by the Customer and approved by the Company; or
 - ii. Cheque: The Customer shall pay the Rental charges quarterly in advance by a valid cheque made out to the Company

5. COMPANY'S REPRESENTATION

The Company hereby represents to the Customers as follows:

- (a) It shall install, test and commission the Equipment at the premises nominated by the Customer ("Site") in the Customer Information
- (b) It shall provide the Equipment for rental at the Site subject to the terms of this Contract.
- (c) It shall upon reasonable notice when requested to do so in writing by the Customer between the hours of 9.00 am and 5.00pm Monday to Friday only and excluding statutory public and other statutory holiday in Singapore to maintain and repair the Equipment including the replacement of any part without charge (but subject to the exemptions hereinafter provided) which has failed or is likely to fail by reason of fair wear and tear only. The Company shall be entitled to change for the replacement and/or repair of the Equipment or any part thereof which requires repair or replacement of maintenance for any reason other than fair wear and tear. The Company's decision shall be final as to whether such repair or replacement or maintenance is as a result of fair wear and tear or for some other reasons.

6. CUSTOMER'S REPRESENTATION

- a. The Customer hereby represents to the Company that he/she/it shall:
 - i. Pay the Rental Charges and all charges and fees (including applicable taxes and levies) related to the Equipment promptly during the Initial Term and any renewed periods thereafter;
 - ii. Pay all charges for maintenance, repairs and replacement of parts in relation to the Equipment where the maintenance, repair or replacement is determined by the Company to be necessary;
 - iii. Pay to the Company interest at the rate of 1.5% per calendar month upon any sum

required to be paid under this Contract from them date and the said payment was due until full payment of the sum sue has been made;

- iv. Pay on a full indemnity basis all cost, charges and expenses howsoever incurred by the Company in relation to the enforcement of this Contract or any terms hereunder including legal and/or other costs relation to any court or other proceedings which have to be taken with regard to the enforcement of this Contract or with regard to any monies and liabilities howsoever arising hereunder;
- v. Not part with possession of the Equipment nor any part thereof nor move it from the location where it was installed by the Company without the Company's prior written consent (which may be withheld in its absolute discretion);
- vi. Keep the Equipment in a suitable place and appropriate conditions for the Equipment, including electric power of the current, voltage and frequency necessary for the safe and proper operation of the Equipment;
- vii. Follow the instructions, notices, directions and procedures as laid down in the Company's standard "User Manual" supplied to the Customer (as from time to time amended or determined by the Company from time to time);
- viii. Have the legal capacity to enter into this Contract without infringing any rights of any third party;
- ix. As at the date of this Contract, be at least 21 years old in the case of individual, and be legally incorporated and existing in the case of an incorporated company;
- x. Must at all times during the Initial Term or any renewed periods thereafter provide the Company with such information as may be necessary or desirable for the Company to provide the Equipment for rental;
- xi. Ensure at all times during the Initial Term or any renewed periods thereafter that the Equipment shall not be used:
 1. For any fraudulent, illegal or improper purposes or to violate anybody's rights or in any way which may cause annoyance, harassment, irritation, inconvenience or any anxiety to anyone;
 2. In any manner or for any purpose which may constitute a violation or infringement of the rights of any party including but not limited to their intellectual property or confidentiality rights; and
 3. To be resold or otherwise provided to third parties, whether for profit or not, without the Company's prior written consent;
- xii. Shall use and maintain the Equipment in good working condition (fair wear and tear excepted) in accordance with the Company's instructions, notices, directions and/or procedures;
- xiii. Be solely responsible for the Equipment and must not modify, tamper or in any way interfere with, nor allow anyone else (other than a person authorized in writing by the Company) to do so and that the Company reserves the right to suspend or terminate this Contract if it determines, in its absolute discretion, that the Customer have modifies, tampered or interfered with the Equipment;
- xiv. Provide the Company, its employees or contractors safe access to the Site;
- xv. Upon notification by the Company will grant the Company, its employees or contractors access to the Equipment as and when deemed necessary by the Company to carry out any equipment upgrade or for inspection.

b. The Customer further represents to the Company that he/she/it:

- i. Has not entered into this Contract in reliance upon any oral statement, representation or other comment made by the Company or any of its officers, servants, agents or otherwise;
- ii. Is the lawful owner or occupier of the Site and he/she/it has obtained all necessary permissions to allow the rental of the Equipment and the Company, its employees and contractors to provide the installation, testing and commissioning of the Equipment;
- iii. Agrees that any determination of fair wear and tear and/or condition of the Equipment shall be at the sole discretion of the Company and the Customer shall not raise any objection thereto; and
- iv. Agrees that the Equipment shall at all times remain the exclusive property of the Company.

7. CREDIT

- a. If in the Company's opinion, the Customer's credit is unsatisfactory, or satisfactory security for payment is not given by the Customer upon request by the Company, the Company may require payment of the whole or any part of the Rental Charges from the Customer in advance. Pending such payment, this Contract may be suspended at the discretion of the Company.
- b. In the event that the advance payment referred to Clause 7.1 is not paid to the Company within reasonable period stipulated by the Company, the Company may terminate this Contract without liability
- c. The Company reserves the right to request banker's references or other references from time to time as to the Customer's credit worthiness and reserves the right at its discretion to suspend or terminate this Contract without liability if such references are not provided within a reasonable period stipulated by the Company, or in the sole opinion of the company that such references do not satisfy the Company as to the Customer's credit worthiness.

8. TERMINATION

8.1 This contract may be terminated forthwith by the Company by notice in writing to the Customer in any of the following circumstances;

- (a) If the Customer shall default in paying any sums payable hereunder on the date or dates when such payments or payments become due;
- (b) If the Customer has a bankruptcy petition issued against him/her/it or if the Customer shall have execution or a distress levied upon its property or premises wherever located or has a receiver or liquidator or trustee over his/her/its affair or do anything which in the opinion of the Company would jeopardize the Customer's ability to pay the sums due herein;
- (c) If the Customer shall move the Equipment from Site, part with possession of the Equipment or move out from or sell the Site;
- (d) If the Customer fails to observe and perform any of the terms and conditions in this Contract or do anything or take any step which in the Company's opinion may prejudice or jeopardize the Company rights of ownership of the Equipment or affect the provision of the Equipment for rental;
- (e) If the Customer fails to pay the advance payment referred to in Clause 7 above; or
- (f) If the Customer in the opinion of ADT in its sole discretion, is behaving in a manner which is inappropriate, erratic and/or violent and which affects the Services.

8.1 This Contract may be terminated by the Company giving to the Customer one month's written notice

if any event of Force Majeure has continued for a continuous period of 60days

8.2 After the Initial Term, this Contract may be terminated without cause by either Party giving to the other Party three months' written notice if the intention to terminate this Contract.

8.3 In the event the Customer terminates this agreement prior to the delivery of the Equipment and/ or service by the Company for convenience, the Customer accepts and agrees to pay the Company the full price of Equipment and/or services and/or the rental fees under the Contract without delay.

9 DUTIES AND OBLIGATION ON TERMINATION

9.1 Upon termination of this Contract howsoever arising, the following duties and obligations shall arise and be owned by the Customer to the Company.

- (a) The Customer shall ensure that the Equipment is at the Company's absolute discretion, either returned to the Company at the Customer's risk and expense, or made available for collection by the Company on a day appointed by the Company for such purpose;
- (b) In the event of the Company collecting the Equipment, the Company shall be and is hereby expressly authorized by the Customer to enter upon the Site, and the Company shall be entitled to remove the Equipment after the Company has informed the Customer of its intention to do so. Any entry upon the Site in accordance with this sub-clause shall not render the Company liable for damages in trespass or for any other loss or damage howsoever arising;
- (c) The Customer shall pay compensation to the Company, for Equipment not made available to the Company on the date appointed for collection, or for Equipment not returned to the Company, or for Equipment found to be damaged other than by fair wear & tear.
- (d) The Customer shall continue to pay the Rental Charges for the Equipment until either collection of the Equipment by the Company or until the date of actual receipt by the Company if the Equipment returned by the Customer to the Company; and
- (e) The customer shall immediately pay all Rental Charges or invoices relating to this Contract outstanding as at the date of termination of this Contract

9.2 In the event that this Contract is terminated in accordance with Clause 8.1, the Customer shall pay compensation to the Company for the loss of Rental Charges which would have been earned during the remainder of the Term but for the termination of this Contract, of an amount as the Company shall reasonably assess. Upon the Company notifying the Customer of the amount due under this sub-clause, the said amount of compensation shall be paid forthwith by the Customer to the Company.

9.3 In the event of a dispute arising as to whether the Equipment has been collected by, or returned to, or actually received by, the Company, the Company's decision shall be final and binding on the customer.

10 LIQUIDATED DAMAGES

Unless expressly agreed to in writing, the Customer shall not be entitled to claim liquidate damages against the Company for delays howsoever caused.

11 LIABILITES

11.1 To the maximum extent permitted by the applicable law, and other than as expressly set put in this Contract, the Company:

- (a) Excludes all express or implied terms, conditions, warranties, representations, undertakings and inducements by statute or otherwise relating to the provision of the

Equipment for rental to the Customer;

- (b) Excludes its liability (and that of its Related Corporations) to the Customer for any loss, damage, liability expense, cost, charge, inquiry or death sustained or incurred by the Customer or any other party resulting directly or indirectly out of:
 - i. The supply, performance or use of any Equipment;
 - ii. Any breach by the Company under this Contract;
 - iii. Non- performance of any of the obligation of the Company under this Contract attributable to an event of Force Majeure or any other matter beyond the control of the Company;
 - iv. The Company's negligence or negligence of its employees or contractors;
 - v. Any failure or delay in delivering or repairing the Equipment;
- (c) Subject to Clause 11.1(d) below, the Company limits its liability, and that of its Related Corporations (including liability for negligence) at the Company's option to:
 - i. The replacement of the Equipment or supply equivalent equipment;
 - ii. The repair of the Equipment;
 - iii. The payment of the cost to replace the Equipment or acquire equivalent equipment; or
 - iv. The payment of the cost of repair of the Equipment; and
- (d) The Company's cumulative liability to the Customer for all claims related to and in connection with this Contract, whether for liability in contract, tort, indemnity, liquidated damages or otherwise shall be limited to the Contract Sum.

11.2 In no event shall the Company be liable for any loss of profits, contract, savings, use, data, economic advantage or any other indirect, punitive, special incidental or consequential damages in connection with or related to this Contract however arising, whether or not the Company has been advised of the possibility of such loss

12 INDEMNITY

12.1 The customer (the "Indemnifying Party") hereby agrees to indemnify, defend and hold the Company, its affiliates and their officers, representatives, directors, controlling person, partners, agents and employees (collectively, the "Indemnified Party") harmless from and against an and all suits, actions, proceedings, obligation, debts, fines, fees penalties, demands, charges, judgement, awards, amounts paid in settlement, losses, liabilities, claims, damages, costs and expenses (including reasonable legal fees, disbursement and other costs of defence in connection therewith)(each a "Loss" and collectively, the "Losses") incurred or suffered by the Indemnified Party which directly arise out of, result from or may be payable by virtue of any breach of this Contract.

12.2 Any claim for indemnity pursuant to this Clause 12 shall be made by the Indemnified Party by notifying the Indemnifying Party in writing of any Losses having been arisen or action, claim or proceeding having been filed or instituted against it. The Indemnified Party shall give such notice promptly within thirty (30) days after it becomes aware of the Loss.

12.3 Subject to being fully indemnified, the Indemnified Party shall at the sole cost and expense of the Indemnifying Party, on receiving a written request from the Indemnifying Party, take such reasonable steps to mitigate such Losses and/or to defend any such action, claims or proceeding in accordance with the reasonable instructions of the Indemnifying Party and the Indemnified Party shall not, without prior written consent of the Indemnifying Party, consent to any judgement or enter into any settlement.

13 INTELLECTUAL PROPERTY RIGHTS

13.1 The Customer acknowledges that any and all Intellectual Property Rights (including unpatented production methods and technical information so long as they are not public knowledge) embodied in or used in connection with the Equipment shall remain the sole property of the Company. Nothing in this Contract transfer to the Customer any Intellectual Property Rights.

13.2 The Customer shall advise the Company immediately on becoming aware of any suspected or actual:

- (a) Infringement by any third party of the Intellectual Property Rights; or
- (b) Unauthorized or unlawful use of the Equipment

14 CONFIDENTIAL INFORMATION

14.1 All Confidential Information shall remain the property of the Company and may not be used, reproduced or disclosed to others by the Customer without the Company's prior written consent. Where applicable, the Customer undertakes to use its best endeavours to prevent such disclosed by its employees, agents or any other person.

14.2 Clause 14.1 shall not apply to the extent that:

- (a) Any of the Confidential Information is or comes to be in the public domain other than by reason of wrongful disclosure by a Party or by any other person;
- (b) The Company has provided written consent to the disclosure of Confidential Information by the Customer; or
- (c) Such disclosure is required by law.

14.3 This Clause 14 shall survive the expiration or termination of this Contract.

15 NOTICES

15.1 Any notice required to be served by the Customer upon the Company shall be effectively served if served at the Company's registered office.

15.2 Any notice required to be served by the Company on the Customer under this Contract shall be served effectively if served at the billing address set out in the Customer Information

15.3 Any notice hereunder may be sent by ordinary first class pre-paid post and if sent by recorded delivery, proof of delivery by the post office shall be prima facie evidence thereof.

16 WAIVER

Any waiver or waivers by the Company of any one or more of these conditions does not constitute to a permanent waiver of any condition or conditions so waived nor a general waiver of this conditions as a whole.

17 ENTIRE AGREEMENT

This Contract shall constitute the entire agreement between the Parties and supersedes any and all prior communication (whether oral or otherwise) between the Parties in relation to the subject matter herein

18 SEVERABILITY

In the event that any clause or part of a clause of this Contract shall for any reason by determined by a court to be invalid or unenforceable, then the remaining clauses and parts of clauses shall not be affected, impaired or invalidated, and they shall remain full force and effect and shall continue to be binding upon the Parties.

19 ASSIGNMENT

The Customer shall not transfer, assign or otherwise deal with any rights or benefits under this Contract without the Company's prior written consent and any purported transfer, assignment or dealing without such consents shall be void. This Contract shall be binding upon and inure to the benefit of and be enforceable by each of the Parties' successors and assigns. For the avoidance of doubt, the Customer agrees that the Company may at any time, without notice or consent of the Customer, transfer, assign or otherwise dispose of any of the Company's rights and/or obligations under this Agreement by way of assignment or novation or otherwise to any party as the Company may at its absolute discretion decide. To the extent of the rights and obligations transferred or assigned, the transferee shall have the same rights and obligations as it would have had if it had been a party to this Agreement. In order to effect the transfer or assignment as aforesaid, the Customer undertakes to, at no cost on the part of the Company, promptly execute and deliver all documents, agreements or instructions whatsoever as may be required by the Company.. The Parties expressly exclude the application of the contracts (Rights of Third Parties) Act (Cap.53B)

20 GOVERNING LAWS AND JURISDICTION

This Contract shall be governed by the laws of Singapore and the Parties submit to the exclusive jurisdiction of the Courts of Singapore

21 PERSONAL DATA PROTECTION ACT

The Customer represents and undertakes that it has read and understood the Privacy Notice made available by SECOM Smart (as may be amended/ updated by SECOM Smart from time to time). Without prejudice to the terms in such Privacy Notice, the Customer expressly consents (a) to the processing of personal data provided by the Customer (including personal data of its directors, employees and personnel) carried out by SECOM Smart and its shareholders, subs-contractors, vendors or licensors for the purpose of providing the Services; (b) to obtain and disclose the Customer's and its directors, employees and personnel' credit information which may include personal data to any third party for the purpose of assessing the Customer's credit worthiness, to collect payment due to SECOM Smart, to discharge SECOM Smart' obligations pursuant to the Agreement, for SECOM Smart to enforce its right under the Agreement or as may be required by applicable law and etc.; and (c) to being contacted by SECOM Smart for marketing purposes, including receiving updates on services offered by SECOM Smart and its related companies, festive promotions, special offers, event invitations, and the launch of new products and services by SECOM Smart and its related companies.