

THUNDER PROTECTION GROUP

GENERAL TERMS AND CONDITIONS OF SUPPLY - SECURITY SERVICES

Legal entity: Thunder Dragon Protective Services Pty Ltd trading as Thunder Protection Group

ABN: 11 639 500 011

Queensland security firm licence: 4386026

Registered office: 2/8 Clunies Ross Court, Eight Mile Plains, 4113

Email: ops@thunderprotectiongroup.com.au

Telephone: 1300 520 124

Website: www.thunderprotectiongroup.com.au

Version: 1.0 - 23 January 2026

Effective date: 23 January 2026

CONTENTS

- Contract foundation and scope: clauses 1-12
- Service-specific provisions: clauses 13-22
- Mobilisation, pricing, payment and termination: clauses 23-32
- Confidentiality, privacy, records, insurance and risk allocation: clauses 33-45
- Compliance, complaints, disputes and general provisions: clauses 46-52
- Schedule 1 - Default service assumptions
- Schedule 2 - Cancellation framework
- Schedule 3 - Client onboarding information
- Schedule 4 - Acceptance record

1. PARTIES, APPLICATION AND STATUS

These General Terms and Conditions of Supply (Terms) govern every quotation, booking, service schedule, work order and agreement under which Thunder Dragon Protective Services Pty Ltd trading as Thunder Protection Group (TPG, we, us or our) supplies Services to a Client.

The Contract is between TPG and the person identified as the client in the accepted Quote or Service Schedule. A person accepting a Quote for a company, body corporate, partnership, trust, association or other organisation warrants that they have authority to bind that entity.

These Terms apply to business and consumer Clients. Nothing in these Terms excludes, restricts or modifies any right, guarantee, remedy or liability that cannot lawfully be excluded, restricted or modified.

Headings and summaries are for convenience only. The operative wording of each clause applies.

2. DEFINITIONS AND INTERPRETATION

In these Terms, unless the context requires otherwise:

- **Applicable Law** means all Commonwealth, State and local laws, regulations, licence conditions, codes, standards, lawful directions and mandatory requirements applying to a party or the Services, as amended or replaced from time to time.
- **Authorised Contact** means a person nominated by the Client to give instructions, approve variations or receive reports and emergency notifications.
- **Business Day** means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.
- **Charges** means the fees, rates, expenses, surcharges and other amounts payable under the Contract.
- **Client** means the person or entity purchasing or receiving the Services and includes its authorised personnel, agents and site representatives where the context permits.
- **Client Information** means all instructions, risk information, plans, access details, emergency contacts, system information and other information supplied by or for the Client.
- **Consequential Loss** means indirect or consequential loss and loss of profit, revenue, opportunity, anticipated savings, reputation or goodwill, but does not include a loss that Applicable Law treats as direct or that cannot lawfully be excluded.
- **Consumer** has the meaning given by the Australian Consumer Law.
- **Contract** means the accepted Quote, any Service Schedule, these Terms and any agreed written variation.
- **Equipment** means keys, access cards, radios, cameras, signs, devices, software access, uniforms, vehicles or other property used in connection with the Services.
- **Force Majeure Event** has the meaning in clause 44.
- **Non-Excludable Rights** means rights, guarantees, remedies and liabilities that cannot lawfully be excluded, restricted or modified.
- **Quote** means our written quotation, proposal, booking confirmation, rate schedule or other document describing the Services and Charges.
- **Security Incident** means an actual or suspected event involving safety, security, loss, damage, unauthorised access, disorder, threat, emergency or non-compliance.
- **Service Schedule** means a written document setting out site-specific scope, times, duties, assumptions, exclusions, service levels and Client requirements.
- **Services** means the security and related services described in the Contract.
- **Site** means each location at which Services are supplied or to which the Services relate.

A reference to a person includes an individual, corporation, partnership, trust, association, government body and their permitted successors and assigns. Includes and including are not words of limitation. The singular includes the plural and vice versa. A reference to legislation includes amendments and replacements.

3. CONTRACT FORMATION AND ACCEPTANCE

A Contract is formed when the Client does any of the following after receiving or being directed to these Terms:

- signs or electronically accepts a Quote;
- issues a purchase order;
- pays a deposit or invoice;

- instructs us to mobilise or commence;
- permits our personnel to attend; or
- otherwise confirms acceptance in writing.

A purchase order is an administrative document only. Any terms printed on, linked to or incorporated in a Client purchase order do not apply unless we expressly agree to them in a document signed by an authorised TPG representative.

The version of these Terms supplied or linked when the Contract is formed applies to that Contract. A later website update does not retrospectively change an existing Contract unless the parties agree in writing or a change is required by law.

We may decline a booking before acceptance, including where licensing, safety, staffing, credit, insurance or operational requirements cannot reasonably be met.

4. ORDER OF PRECEDENCE AND ENTIRE AGREEMENT

If Contract documents conflict, the following order applies:

1. a signed negotiated agreement or Master Services Agreement;
2. an accepted Service Schedule;
3. the accepted Quote;
4. these Terms; and
5. other referenced documents.

A specific written term prevails over a general term only to the extent of the inconsistency.

The Contract records the entire agreement about the Services and replaces earlier discussions, representations and proposals, except for rights arising from misleading or deceptive conduct or other rights that cannot be excluded.

Marketing material, photographs, examples and capability statements are general information and do not create a service guarantee unless expressly incorporated into the Service Schedule.

5. QUOTATIONS, ASSUMPTIONS AND SCOPE

Unless stated otherwise, a Quote is valid for 30 days, is based on the information available when issued and may be withdrawn before acceptance.

The Client must check the scope, dates, times, Site, number and type of personnel, licence functions, minimum hours, reporting requirements and exclusions before acceptance.

The Services are limited to the duties expressly stated in the Contract. A request to perform additional, different, higher-risk or differently licensed work is a proposed variation and is not accepted until confirmed by us in writing.

Any estimate is not a fixed price unless expressly identified as fixed. If an estimate is likely to be materially exceeded, we will seek approval where reasonably practicable, except where urgent action is reasonably required to protect people or property.

The Quote may rely on assumptions about access, lighting, hazards, traffic, parking, communications, availability of facilities, the condition of locks or systems, and the accuracy of Client Information. If an assumption is incorrect, clause 24 applies.

6. STANDARD OF PERFORMANCE

We will supply the Services with due care and skill, through appropriately licensed or authorised personnel where licensing is required, and substantially in accordance with the Contract.

Unless the Contract states an objective, measurable service level, the Services are supplied on a reasonable endeavours basis. Operational decisions may be adjusted in response to safety, law, emergencies, Site conditions and information available at the time.

Time is not of the essence unless a Service Schedule expressly states that a particular time is guaranteed. An estimated attendance or response time is not a guarantee.

Minor administrative, reporting or timing deviations that do not materially reduce the protective value of the Services do not constitute a material breach, but we will correct substantiated issues within a reasonable time.

7. NATURE AND LIMITATIONS OF SECURITY SERVICES

Security services manage and reduce risk; they do not eliminate risk. Criminal conduct, emergencies, equipment failures and human behaviour can be unpredictable. The occurrence of theft, trespass, damage, assault, fire, loss or another incident does not by itself establish that we breached the Contract.

Except for an express written commitment and subject to Non-Excludable Rights, we do not warrant or guarantee that:

- every incident, defect, hazard or unauthorised person will be detected;
- every incident will be prevented, interrupted or successfully resolved;
- property, information or persons will remain free from loss, damage or injury;
- police, fire, ambulance, building management, contractors or other third parties will attend or act within any particular time;
- communications, GPS, mobile networks, CCTV, alarms, access systems or third-party platforms will be continuously available; or
- the Services satisfy an insurer, regulator, landlord, body corporate or other third party unless expressly confirmed in writing.

The Client retains primary responsibility for its premises, business, people, assets, legal obligations, insurance, emergency planning, fire safety, system maintenance and risk decisions. Our Services supplement, and do not replace, appropriate locks, lighting, alarms, CCTV, access control, maintenance, staffing, policies and insurance.

We are not an insurer. Charges are calculated for the Services supplied and are not calculated by reference to the value of the persons, property, information or business at risk.

8. CLIENT INFORMATION, INSTRUCTIONS AND CONTACTS

The Client must provide complete, accurate and current Client Information before mobilisation and promptly advise us of changes.

The Client must nominate at least one Authorised Contact and, for overnight, high-risk or emergency services, two contacts who can be reached promptly. We may rely on instructions that reasonably appear to come from an Authorised Contact.

The Client must disclose known or reasonably foreseeable risks, including prior incidents, threats, disputes, aggressive persons, domestic or family violence concerns, animals, weapons, hazardous substances, asbestos, biohazards, structural defects, isolated work, traffic risks and special medical or accessibility considerations relevant to safe service delivery.

We are not responsible for consequences to the extent caused by inaccurate, incomplete, late or misleading Client Information.

If contacts cannot be reached during an urgent situation, we may take reasonable action based on available information, including contacting emergency services, securing an area, arranging an urgent contractor or withdrawing personnel. Reasonable additional Charges may apply.

9. SITE ACCESS AND CLIENT COOPERATION

The Client must provide lawful, safe and timely access to the Site, suitable parking where reasonably required, operational keys and access devices, adequate lighting, amenities required by law, Site inductions, emergency procedures and any permits or authorisations within the Client's control.

The Client must ensure that its employees, residents, tenants, contractors and visitors do not obstruct, threaten, harass, direct unlawful conduct toward, or interfere with our personnel or Equipment.

The Client must keep building, fire, electrical, alarm, access, CCTV and communication systems maintained by competent persons. Unless expressly included, our personnel are not engaged to inspect, certify, repair or test those systems.

Waiting time, aborted attendance, return travel and additional work caused by no access, incorrect keys or codes, locked areas, Client delay or unavailable representatives may be charged at the applicable rates.

10. WORK HEALTH AND SAFETY

Each party must comply with its duties under applicable work health and safety law. The parties must consult, cooperate and coordinate so far as reasonably practicable where their duties overlap.

To the extent the Client manages or controls a Site, it must provide and maintain a work environment without risks to health and safety so far as reasonably practicable, and provide relevant hazard and emergency information.

Our personnel may refuse an unsafe or unlawful instruction, avoid physical intervention where it would create an unreasonable risk, or stop and leave work if they reasonably believe there is a serious or imminent risk. This is not a breach of Contract.

If Services are suspended or changed because of a risk within the Client's control, the Client remains responsible for Charges for committed resources and reasonable costs, except to the extent the risk was caused by us.

The Client must immediately notify us of any incident, injury, regulator attendance, improvement or prohibition notice, or change in Site conditions relevant to the Services.

11. PERSONNEL, LICENSING AND SUPERVISION

We determine how personnel are recruited, rostered, supervised, directed and replaced, subject to the Contract and Applicable Law. The Client may give Site instructions about desired outcomes and lawful procedures but must not treat our personnel as its employees or direct them to perform work outside the Contract.

We may substitute personnel with personnel holding the required licence function and reasonably suitable experience. Continuity of a particular officer is not guaranteed unless expressly agreed.

Restricted licensees will only be used and supervised as permitted by law. The Client must not request or permit any person to perform a security function for which that person is not appropriately licensed or authorised.

We may use employees, related entities or suitably qualified subcontractors. Where we subcontract the Services, we remain responsible for their performance to the extent required by the Contract and law.

A Client concern about an officer should be raised with our management, not dealt with through confrontation or public allegations at the Site. We may remove or replace personnel while investigating.

12. AUTHORITY AND LAWFUL LIMITS OF SECURITY PERSONNEL

Security personnel are not police officers and generally have no greater powers than an ordinary person except where legislation provides otherwise. They cannot guarantee an arrest, detention, search, seizure, removal or prosecution.

Personnel will only use force, restrain, search, remove or detain a person where they reasonably believe it is lawful, necessary and proportionate, and in accordance with their training and our procedures. The Client cannot direct the use of force or defensive equipment.

Unless expressly agreed and lawfully licensed, personnel are not engaged to conduct private investigations, provide close personal protection, perform crowd-controller functions, install security equipment, administer medical treatment, handle dangerous goods, operate Client machinery, drive Client vehicles, transport cash or valuables, or carry out law-enforcement functions.

Personnel may prioritise personal safety, call emergency services, observe, record, warn, withdraw, preserve evidence or take other reasonable action rather than physically intervene.

13. STATIC AND ON-SITE GUARDING

Static guarding is supplied for the agreed Site, times and duties. Unless the Service Schedule states otherwise, an officer is responsible only for the areas reasonably accessible during the shift and is not required to enter confined, hazardous, roof, plant, construction or restricted areas.

The default minimum billable engagement for static guarding is four hours per officer per attendance, unless the Quote states another minimum.

Meal and rest breaks, welfare checks and relief arrangements will be managed in accordance with law and operational requirements. Continuous observation of every area is not implied merely because an officer is present on Site.

Concierge, reception, traffic management, first aid, fire warden, cash handling, cleaning, maintenance, parking enforcement and customer-service duties are included only if expressly stated and lawful.

14. MOBILE PATROLS

A mobile patrol is a periodic attendance and is not continuous guarding. Patrol officers commonly service multiple Clients and Sites during a route.

Unless a fixed time is expressly agreed, patrol times may vary within the agreed service window to preserve operational flexibility and deterrence. A random patrol does not guarantee a particular minute, sequence or interval.

A patrol consists only of the checks, route, dwell time and reporting stated in the Service Schedule. Areas not reasonably visible or accessible are excluded. Locked internal areas are checked only where keys, authority and safe access are provided.

Traffic, emergency priority, road closures, weather, vehicle breakdown, police activity and urgent incidents may delay a patrol. We will take reasonable steps to complete or reschedule an affected patrol.

The presence of a marked vehicle, warning lights or officer is a deterrent measure only and is not a guarantee against offending.

15. LOCK-UP, UNLOCK AND KEYHOLDING

Lock-up and unlock services are limited to the doors, gates, alarms, lights and checks identified in the Service Schedule. We are not responsible for areas or devices omitted from the written procedure.

The Client must provide tested keys, remotes, codes and written alarm instructions. We may decline to force a lock, bypass a system, enter where there are signs of danger, or act contrary to a manufacturer's instructions.

Keyholding does not transfer responsibility for the Site to us. We will use reasonable care in storing and controlling keys and access devices in our possession.

If a lock, key, gate, alarm or access system fails, we may contact the Authorised Contact and, if authorised or reasonably necessary in an urgent situation, arrange a locksmith or contractor at the Client's cost. We do not warrant third-party work.

The Client must promptly deactivate or replace compromised codes and devices and notify us of changes.

16. ALARM RESPONSE, URGENT CALL-OUTS AND WELFARE CHECKS

These services apply only when expressly included. We are not an emergency service, and the Client must call 000 where immediate police, fire or ambulance assistance is required.

Any response time is an estimate unless expressly guaranteed. Attendance depends on the responder's location, traffic, weather, access, competing emergencies and safety conditions.

A response may be limited to an external inspection where entry is unsafe, unlawful or impossible. An officer may request police or another specialist before entry.

False alarms, repeated activations, waiting time, police liaison, locksmiths, emergency contractors and extended attendance may attract additional Charges.

A welfare check is an observational security service and is not medical assessment, clinical care or a guarantee of a person's wellbeing.

17. EVENT SECURITY AND CROWD CONTROL

Event services are based on the Client's disclosed attendance, venue, alcohol service, event type, operating hours, risk profile and management plan. The Client must promptly disclose material changes.

The Client remains responsible for event permits, liquor licensing, occupancy, emergency planning, responsible service of alcohol, ticketing, barriers, lighting, medical arrangements and compliance obligations that apply to the organiser or venue.

Crowd-controller functions will only be performed by appropriately licensed personnel. A security officer must not be directed to perform crowd-controller functions unless appropriately licensed for that function.

The Client must cooperate with statutory registers, identification requirements, incident recording and other legal requirements applying to licensed premises or crowd-control services.

If attendance, intoxication, violence, threats or other risks materially exceed disclosed conditions, we may require additional personnel, modify duties, contact authorities, suspend entry, or withdraw from an unsafe area. Additional Charges may apply where the Client approves extra resources or urgent action is reasonably necessary.

18. RESIDENTIAL AND BODY CORPORATE SERVICES

The Client must identify the lawful decision-maker, common-property boundaries, by-laws, tenancy or occupancy constraints, authorised persons and limits of access. We do not determine ownership, tenancy or body-corporate disputes.

Personnel do not have authority to enter a residence, remove an occupant, enforce a by-law, tow a vehicle, seize property or disclose resident information unless lawful authority and the required instruction are established.

The Client is responsible for resident notices, approvals, privacy signage, access permissions and instructions needed for the agreed service.

Residential security reduces risk but cannot guarantee personal safety, privacy, quiet enjoyment or prevention of domestic, neighbourhood or criminal incidents.

19. CLOSE PROTECTION AND BODYGUARD SERVICES

Close personal protection is supplied only where expressly identified in a Service Schedule and performed by personnel holding the required bodyguard licence function.

The Client and protected person must disclose known threats, medical or mobility issues relevant to safety, travel plans, venues, companions, weapons, legal restrictions and changes in itinerary.

The protected person must follow reasonable safety directions. We may alter routes, timing, vehicle use, positioning or attendance where reasonably necessary for safety and lawfulness.

Close protection cannot guarantee that harm, confrontation, surveillance, delay or disruption will not occur. Personnel may withdraw from unlawful, undisclosed or unreasonably dangerous conduct.

International, interstate, armed, aviation, diplomatic, driving, medical or specialist services are excluded unless separately assessed, licensed, insured and agreed in writing.

20. RISK ASSESSMENTS, ADVICE AND RECOMMENDATIONS

Any risk review, Site observation or recommendation is based on the scope, time, access and information available. It is not an engineering, fire-safety, cyber-security, legal, insurance or building certification unless expressly stated and supplied by an appropriately qualified professional.

Risks and conditions change. The Client must decide whether to adopt recommendations and should obtain specialist advice where required.

We are not responsible for a loss to the extent it results from the Client not implementing an accepted recommendation, altering a control without notice, or withholding material information.

21. ELECTRONIC REPORTING, RECORDING AND THIRD-PARTY SYSTEMS

Where agreed, reports may be delivered through GuardPro, Thunder Protection Group Connect, email or another platform. Time stamps, GPS locations, photographs and checkpoint records assist verification but may be affected by device, network, satellite, battery, configuration or user limitations.

Temporary platform unavailability does not by itself mean the underlying service was not performed. We may use manual or alternative reporting where reasonably necessary.

The Client is responsible for authorised-user access, password security and promptly removing access for former personnel. The Client must not alter, misrepresent, publicly publish or provide reports to third parties in a misleading manner.

CCTV viewing, monitoring, photographs, audio or body-worn camera use occurs only where lawful and operationally appropriate. The Client is responsible for any notices, permissions or lawful basis required for Client-controlled systems or Client-directed recording.

Unless expressly agreed, we do not warrant continuous remote monitoring, immediate review of every alert, indefinite data retention, cyber-security of Client systems, or compatibility with third-party devices and software.

Third-party platform, telecommunications and system providers are independent suppliers. We are not liable for their acts or outages except to the extent caused by our breach or where liability cannot be excluded.

22. EMERGENCY SERVICES AND THIRD PARTIES

We may contact police, fire, ambulance, building management, utilities, locksmiths, trades, animal control or other responders where reasonably necessary. We do not control their acceptance, priority, attendance time, decisions or conduct.

The Client authorises us to disclose relevant Site, contact, incident and access information to a responder where reasonably necessary to manage an incident or comply with law.

Third-party fees are payable by the Client where the Client authorised the engagement or where urgent engagement was reasonably necessary to reduce imminent risk and it was not reasonably practicable to obtain prior approval.

We may preserve a scene, restrict access or cease non-essential activity to support emergency response or evidence preservation.

23. MOBILISATION, COMMENCEMENT AND HANDOVER

A proposed start date is subject to acceptance, payment requirements, licensing, recruitment or rostering, induction, access, safety information and completion of Client onboarding.

Unless the Quote states otherwise, the Client should allow at least five Business Days for planned mobilisation. Emergency mobilisation may attract additional Charges and may use interim procedures or personnel.

The Client must provide final post orders, access instructions and emergency contacts at least 72 hours before commencement where reasonably practicable.

We may postpone commencement until material information, access, payment or safety requirements are satisfied. Any delay caused by the Client does not entitle the Client to a refund of committed costs.

24. VARIATIONS AND CHANGES IN CIRCUMSTANCES

A variation must be agreed in writing, including by email, by an Authorised Contact and an authorised TPG representative. A variation may change scope, personnel, timing, assumptions or Charges.

If urgent action is reasonably required to protect people or property and an Authorised Contact cannot be reached, we may perform reasonable additional work and charge reasonable rates, provided the work is proportionate to the circumstances.

If Site conditions, risk, law, Client requirements or disclosed facts materially change, we may propose a variation. If the parties cannot agree and the original service cannot lawfully or safely continue, either party may terminate the affected service on reasonable notice, subject to payment for work and committed costs.

An instruction by Site personnel who are not Authorised Contacts does not bind the Client to a material commercial variation unless later ratified, but routine operational instructions within the agreed scope may be followed.

25. CHARGES, RATES, EXPENSES AND GST

The Client must pay the Charges stated in the Contract. Unless expressly stated otherwise, all prices exclude GST, which is payable in addition.

Charges may include minimum engagements, mobilisation, travel, vehicle use, parking, tolls, accommodation, inductions, uniforms or special equipment, reporting, supervision, overtime, weekends, public holidays, late notice and specialist licence functions where stated in the Quote or reasonably incurred under an approved variation.

Time is billed from the agreed start time or actual mobilisation time stated in the Quote and includes authorised waiting, incident management, handover and reporting time.

If a shift extends beyond the booked time because of a Security Incident, Client request, late relief, inability to secure the Site or legal or safety requirement, the additional time is charged at the applicable rate.

A public holiday rate applies where work is performed on a public holiday applicable at the Site, even if the booking was made before the holiday was identified.

26. CHANGES TO LABOUR, STATUTORY AND EXTERNAL COSTS

For ongoing Services, we may propose a reasonable adjustment to Charges to reflect changes in modern awards, minimum wages, superannuation, payroll tax, workers compensation, insurance, licensing fees, taxes, public holiday treatment, fuel, tolls or other material external costs.

Except where a change is required immediately by law, we will give at least 14 days' written notice and explain the basis of a material adjustment.

If the Client does not accept a material discretionary adjustment, it may terminate the affected ongoing Service before the adjustment takes effect by giving written notice. The Client remains liable for Services performed, the agreed notice period where the adjustment is legally required or objectively cost-based, and reasonable non-cancellable commitments.

This clause does not permit arbitrary or retrospective price changes.

27. DEPOSITS, INVOICING AND PAYMENT

Unless approved credit terms are stated in the Quote, one-off, ad hoc, event, residential-protection and short-term bookings require full estimated payment before mobilisation.

For ongoing Clients with approved credit, invoices are issued and payable as stated in the Quote or invoice. If no due date is stated, payment is due within 7 days of invoice.

A deposit may be applied to any amount due under the Contract. We may require a top-up where scope, duration or expected Charges increase.

The Client must pay by the method stated on the invoice and is responsible for bank fees, dishonour fees and card surcharges no greater than our reasonable cost of acceptance.

Payment is not conditional on the Client receiving payment from another person, obtaining an insurance reimbursement, approving an internal purchase order or completing an internal process.

No personal guarantee is created by these Terms. Any director or personal guarantee must be separately and expressly signed.

28. INVOICE DISPUTES, SET-OFF AND OVERDUE ACCOUNTS

The Client must notify us in writing of a genuine invoice dispute within 7 days after receipt, identifying the amount and reasons. The Client must pay the undisputed portion by the due date.

Failure to dispute an invoice within 7 days does not remove a right that cannot be waived, but may be relevant to whether records and Charges were accepted.

The Client may not withhold or set off amounts except for an undisputed credit, a final court order or where required by law.

On overdue amounts, we may charge simple interest at the lower of 10% per annum and the maximum lawful rate, calculated daily from the due date.

The Client must reimburse reasonable external debt-recovery and legal costs actually incurred because of non-payment, to the extent permitted by law.

We may suspend credit and require advance payment after late payment, insolvency concerns, material adverse credit information or repeated invoice disputes.

29. CANCELLATION, POSTPONEMENT AND REDUCTION

The Client must give cancellation or postponement notice in writing. Charges are intended to compensate us for reasonable loss and committed resources, not to impose a penalty.

For a one-off booking, the cancellation charge is the lower of the applicable amount in Schedule 2 and our reasonable loss, including non-redeployable labour, award obligations, travel, accommodation, equipment, administration and third-party commitments, less costs reasonably avoided.

A reduction in officer numbers, hours, Sites or scope is treated as a cancellation of the reduced portion.

A postponement is treated as a cancellation unless we agree to transfer some or all amounts to a replacement date. Any transfer is subject to availability and changed rates.

If we cancel for reasons within our control before supplying the affected Service, we will refund prepaid Charges for the unperformed Service. This does not limit any Non-Excludable Rights.

For ongoing Services, the initial term and notice period stated in the Quote apply. If none is stated, either party may terminate an ongoing Service on 30 days' written notice after any agreed initial term.

30. SUSPENSION AND REFUSAL OF SERVICE

We may immediately suspend or refuse all or part of the Services where reasonably necessary because of:

- a serious or imminent safety risk, violence, threats or unlawful conduct;
- an instruction outside the licence, Contract or law;
- material non-payment after notice, or repeated payment default;
- loss of lawful access, required permits, insurance or licensing;
- materially inaccurate or withheld risk information;
- interference with personnel or Equipment; or
- a Force Majeure Event.

Where practicable, we will explain the reason and steps needed to resume. The Client remains liable for Services performed and reasonable committed costs. Charges during suspension apply only to the extent stated in the Quote, resources remain committed at the Client's request, or suspension was caused by the Client.

Suspension does not prevent termination if the issue is not remedied within a reasonable period.

31. TERMINATION AND CONSEQUENCES

Either party may terminate the Contract by written notice if the other party materially breaches the Contract and fails to remedy a remediable breach within 10 Business Days after written notice, or a shorter period reasonably required for safety, licensing, confidentiality or non-payment.

Either party may terminate immediately if the other becomes insolvent, engages in serious unlawful conduct connected with the Services, or continuation would be unlawful.

On termination, the Client must pay Charges for Services performed, the applicable notice or cancellation amount, and reasonable non-cancellable commitments. We must refund any prepaid amount for Services not performed after deducting amounts properly due.

The Client must return our Equipment and confidential information. We will return Client keys and property in accordance with a reasonable handover process, subject to lawful retention and payment rights that cannot be excluded.

Clauses concerning payment, confidentiality, privacy, records, intellectual property, liability, indemnity, dispute resolution and accrued rights survive termination.

32. CLIENT PROPERTY, KEYS AND TPG EQUIPMENT

Each party retains ownership of its property. The Client bears the risk of pre-existing defects, ordinary wear, inherent fragility and property left at the Site unless loss is caused by our breach.

TPG Equipment remains our property unless sold under a written agreement. The Client must not move, alter, copy, reverse engineer, lend, dispose of or grant access to TPG Equipment without consent.

The Client is responsible for loss or damage to TPG Equipment caused by the Client, its personnel, residents, visitors or contractors, excluding fair wear and tear or our fault.

If we supply, lease or leave personal property with the Client on credit or for more than a short temporary use, the Client grants us a security interest in that property and its identifiable proceeds to secure the Client's obligations relating to it. The Client must reasonably assist with any registration under the Personal Property Securities Act 2009 (Cth). This clause applies only to the extent lawful and reasonably necessary to protect our ownership or security interest.

Nothing in this clause creates a security interest over land, buildings or property unrelated to TPG Equipment.

33. CONFIDENTIALITY AND SECURITY-SENSITIVE INFORMATION

Each party must keep confidential information of the other party secure and use it only for the Contract. Confidential information includes pricing, Site plans, keys and codes, rosters, vulnerabilities, incident details, personal information, reports, procedures, technology and business information.

A party may disclose confidential information to personnel, professional advisers, insurers, subcontractors, emergency responders and authorities who need it for a lawful purpose and are subject to appropriate obligations.

The obligation does not apply to information that is public other than through breach, independently developed, lawfully received without restriction, or required to be disclosed by law.

The Client must not publish operational procedures, officer identities, patrol times, access details, security vulnerabilities or unredacted incident material without our prior written consent, except where legally required.

If disclosure is legally required, the disclosing party should, where lawful and practicable, give the other party prompt notice and disclose only what is required.

34. PRIVACY AND PERSONAL INFORMATION

Each party must comply with privacy laws that apply to it. Where the Privacy Act 1988 (Cth) and Australian Privacy Principles apply, personal information must be handled consistently with those requirements.

We may collect, use and disclose contact details, access records, images, incident information and other personal information reasonably necessary to quote, deliver, verify, administer and improve the Services, manage safety, investigate incidents, recover debts, comply with law and protect legal rights.

The Client must ensure it has a lawful basis and provides any required notices for personal information it gives us or instructs us to collect, including resident, employee, visitor, CCTV and access-control information.

Each party must use reasonable safeguards and notify the other without undue delay of a confirmed data breach materially affecting Contract information. Statutory notifications are the responsibility of the entity required by law to make them, with reasonable cooperation from the other party.

Our Privacy Policy, as updated from time to time, explains our general information-handling practices. If it conflicts with a specific Contract term, the Contract term prevails to the extent lawful.

35. REPORTS, RECORDS AND EVIDENCE

Reports record observations and information available at the time. They are not a guarantee that the Site was free of other incidents or defects, and are not expert, forensic or legal opinions unless expressly stated.

The Client must review reports promptly and notify us of apparent errors. We may correct an error while preserving an audit record where appropriate.

We retain statutory records for the legally required period. Other operational records are retained according to our policy, system capability and legal requirements. The Client should download and retain copies required for its own purposes.

Release of original media, body-worn camera footage, CCTV extracts, device logs or personnel statements may be subject to privacy, legal privilege, law-enforcement requests, third-party rights, technical availability and reasonable retrieval charges.

The Client must preserve relevant evidence, notify insurers and authorities where appropriate, and not direct personnel to alter or destroy records.

36. INTELLECTUAL PROPERTY AND PERMITTED USE

Each party retains pre-existing intellectual property. We own our methods, templates, forms, procedures, training materials, branding, software configuration, report formats and know-how.

On full payment, the Client receives a non-exclusive, non-transferable licence to use final reports and deliverables created specifically for the Client for its internal operations, compliance, insurance and legal purposes.

The Client must not resell, commercialise, remove branding from, falsely alter or represent our material as an independent certification without written consent.

The Client grants us a licence to use Client materials solely to deliver the Services and comply with law.

Factual Client data remains the Client's information, subject to our recordkeeping, legal and evidentiary obligations.

37. PUBLICITY, MEDIA AND ONLINE STATEMENTS

Neither party may use the other party's name, logo or confidential Site details in advertising, case studies or media statements without prior written consent, except for a factual disclosure required by law.

The Client must refer media enquiries about our personnel or operations to our authorised representative and must not require personnel to make public statements.

Nothing prevents a person making a protected disclosure, reporting unlawful conduct, giving truthful evidence, exercising a legal right or making a genuine complaint to a regulator.

38. INSURANCE AND CLIENT RISK ARRANGEMENTS

We will maintain insurance required by law and insurance we reasonably consider appropriate for our business and the Services. Evidence of currency may be provided on reasonable request, subject to confidentiality and insurer conditions.

The Client must maintain insurance appropriate to its property, operations, people and risks, including property, business interruption and liability insurance where applicable.

The Client must not represent that we insure the Client's risk or that engaging us guarantees insurance compliance, premium reduction or claim acceptance.

Each party is responsible for complying with reasonable insurer notification, cooperation and mitigation requirements applicable to it.

39. CLAIMS, NOTIFICATION AND MITIGATION

A party becoming aware of an incident likely to give rise to a claim must notify the other within a reasonable time and provide available details. Late notice affects liability only to the extent it causes material prejudice.

The Client must take reasonable steps to protect people and property, prevent further loss, preserve evidence and allow reasonable inspection or investigation.

Neither party may admit liability or settle a third-party claim on behalf of the other without consent, except where required by law or immediate action is reasonably necessary for safety.

The parties must reasonably cooperate with insurers, investigators, regulators and legal representatives.

40. CLIENT INDEMNITY

To the extent permitted by law, the Client indemnifies TPG and its personnel against a third-party claim, loss, liability or reasonable cost to the extent caused by:

- the Client's breach of Contract or Applicable Law;
- unsafe Site conditions, hazards, animals, property defects or activities within the Client's management or control;
- inaccurate, incomplete or withheld Client Information;
- an unlawful or unauthorised instruction;
- the acts or omissions of the Client's employees, residents, visitors, contractors or invitees; or
- the Client's misuse, alteration or unauthorised disclosure of reports, recordings or confidential information.

The indemnity does not apply to the extent the claim or loss was caused by our negligence, breach, fraud or wilful misconduct, or to the extent the indemnity would be unfair, unlawful or unenforceable.

We must take reasonable steps to mitigate an indemnified loss and give the Client reasonable control of the defence of a third-party claim, subject to our insurers' rights and our right to protect our reputation and legal position.

41. EXCLUSIONS OF LIABILITY

Subject to clause 43 and to the maximum extent permitted by law, we are not liable for:

- a loss merely because a Security Incident occurred during or near a service period, without proof of breach and causation;
- loss caused by criminal or wrongful acts of third parties except to the extent our breach materially caused or contributed to the loss;
- pre-existing defects, hidden areas, system faults, inadequate lighting, failed locks, alarms, CCTV, access systems or communications not maintained or controlled by us;
- acts, omissions, response times or decisions of police, emergency services, utilities, building management, contractors or other independent third parties;
- loss caused by Client delay, instructions, interference, withheld information, non-implementation of recommendations or failure to maintain reasonable security controls;
- loss of or corruption to electronic data not caused by our breach and not reasonably avoidable by us;
- Consequential Loss; or
- events outside our reasonable control.

Our liability is reduced to the extent the Client or another person caused or contributed to the loss. The Client must establish the breach, causation and amount of any claim in accordance with law.

42. LIABILITY CAP FOR BUSINESS CLIENTS

This clause applies only to the extent permitted by law and does not apply where the Client is entitled to a remedy that cannot be limited.

For a Client acquiring Services wholly or predominantly for business purposes, our aggregate liability arising from the same event or related series of events is limited to the greater of:

- the Charges paid or payable for the affected Services during the 6 months immediately preceding the event; and
- \$100,000.

The cap does not apply to liability for death or personal injury caused by our negligence, fraud, wilful misconduct, deliberate breach of confidentiality, or liability that Applicable Law prohibits us from limiting.

A separate Service Schedule may state a different cap where the risk, insurance and Charges have been specifically negotiated.

43. AUSTRALIAN CONSUMER LAW AND OTHER NON-EXCLUDABLE RIGHTS

Nothing in the Contract excludes, restricts or modifies the Australian Consumer Law, consumer guarantees or any other right, remedy or liability that cannot lawfully be excluded, restricted or modified.

Where the Services are not ordinarily acquired for personal, domestic or household use or consumption and the law permits, our liability for failure to comply with a Non-Excludable Right is limited, at our option, to supplying the affected Services again or paying the reasonable cost of having the affected Services supplied again, provided that limitation is fair and reasonable.

Where that limitation is not permitted or not fair and reasonable, liability is determined under Applicable Law.

The limitations and exclusions in the Contract must be read down to the minimum extent necessary to remain lawful and enforceable.

44. FORCE MAJEURE

A Force Majeure Event is an event beyond a party's reasonable control that prevents or materially delays performance, including severe weather, flood, fire, natural disaster, epidemic, civil disorder, terrorism, war, government order, road closure, utility or telecommunications failure, cyberattack, widespread system outage, industrial action not limited to the affected party, or emergency-service direction.

The affected party must notify the other as soon as reasonably practicable, take reasonable steps to minimise the effect and resume performance when reasonably possible.

Neither party is liable for delay or failure caused by the Force Majeure Event, but the Client must pay for Services performed and reasonable non-cancellable costs.

If the event continues for more than 30 days and materially frustrates the affected Service, either party may terminate that Service on written notice without an early-termination penalty, subject to accrued amounts and committed costs.

45. NON-SOLICITATION OF PERSONNEL

During the Contract and for 6 months after an individual last materially worked on the Client's account, the Client must not knowingly solicit that individual for direct employment or engagement outside TPG.

This restriction does not apply to a person who responds independently to a genuine public advertisement not targeted at TPG personnel, or who had a documented relationship with the Client before the Contract.

If the Client engages a person in breach of this clause, the Client must reimburse our reasonable recruitment, onboarding and training costs caused by the engagement, capped at 10% of the person's first-year base remuneration. This amount is compensatory and may be reduced to the extent it exceeds our reasonable loss.

This clause applies only to the extent reasonable and enforceable.

46. COMPLIANCE, ETHICAL CONDUCT AND UNLAWFUL ACTIVITY

Each party must comply with Applicable Law relevant to its obligations, including security-provider licensing, employment, work health and safety, privacy, anti-bribery, sanctions, discrimination and modern-slavery laws where applicable.

The Client must not request or permit bribery, secret commissions, false records, discrimination, unlawful surveillance, intimidation, impersonation of police, evidence destruction or other unlawful or unethical conduct.

We may report suspected serious unlawful conduct where required or permitted by law and may refuse instructions that conflict with our code of conduct, licence or legal duties.

Nothing in the Contract requires disclosure of legally privileged information or prevents a protected whistleblower disclosure.

47. COMPLAINTS AND SERVICE CONCERNS

The Client should promptly notify our management of a service concern and provide enough detail for investigation. We will acknowledge, assess and respond within a reasonable time having regard to seriousness and available evidence.

The Client must give us a reasonable opportunity to rectify a remediable issue, except where immediate action or another remedy is required by law.

A complaint does not suspend payment of undisputed Charges. A person may also approach a regulator, ombudsman or court where legally entitled.

48. DISPUTE RESOLUTION

A party claiming a dispute must give written notice describing the issue, relevant facts and requested outcome.

Within 5 Business Days, operational representatives must attempt to resolve the dispute. If unresolved, it must be escalated to senior representatives for good-faith negotiation for at least 10 Business Days.

If still unresolved, either party may propose mediation in Brisbane through a mutually agreed mediator. The parties share the mediator's fee equally unless agreed otherwise.

A party may seek urgent injunctive relief, preserve a limitation period, report to a regulator, pursue an undisputed debt or exercise a right that cannot lawfully be delayed without completing every step.

The parties must continue performing undisputed obligations where safe and lawful.

49. NOTICES

A notice under the Contract must be in writing and sent to the email or address stated in the Quote, or a replacement notified in writing.

An email is received when it enters the recipient's information system without an automated delivery failure. If received after 5:00 pm or on a non-Business Day, it is taken to be received at 9:00 am on the next Business Day.

A notice of termination, material breach, claim or dispute should be clearly identified in its subject line.

Routine operational communications may be made by telephone, SMS, app or radio, but a material commercial instruction should be confirmed in writing.

50. ASSIGNMENT, SUBCONTRACTING AND CHANGE OF CONTROL

The Client must not assign or novate the Contract without our prior written consent, which must not be unreasonably withheld where the proposed assignee has suitable credit, authority and capacity.

We may assign receivables to a financier or debt-recovery provider and may subcontract Services in accordance with clause 11. We must not transfer the whole Contract in a way that materially reduces the Client's rights without consent, except as part of a bona fide business restructure or sale where the successor assumes our obligations.

A change in ownership or control does not release accrued obligations. A party must notify the other of a change reasonably likely to affect licensing, credit, safety or performance.

51. GENERAL PROVISIONS

A failure or delay to exercise a right is not a waiver. A waiver must be in writing and applies only to the specific circumstance stated.

If a provision is invalid or unenforceable, it must be read down to the minimum extent necessary. If it cannot be read down, it is severed without affecting the remaining provisions.

The parties are independent contractors. Nothing creates employment, partnership, agency, fiduciary duty or joint venture.

The Client may not bind TPG or make a representation on our behalf.

The Contract may be accepted in counterparts and by electronic signature or electronic communication.

A right or remedy under the Contract is additional to any right or remedy under law unless expressly stated otherwise.

No rule of construction applies against a party merely because it drafted a provision.

52. GOVERNING LAW AND JURISDICTION

The Contract is governed by the laws of Queensland, Australia.

Subject to clause 48, the parties submit to the non-exclusive jurisdiction of the courts of Queensland and courts entitled to hear appeals from them.

SCHEDULE 1 - DEFAULT SERVICE ASSUMPTIONS

Unless the Quote or Service Schedule states otherwise:

- Static guarding has a four-hour minimum billable engagement per officer per attendance.
- A mobile patrol is a periodic attendance, not continuous guarding or a guaranteed response service.
- Patrol timing is flexible within the stated service window unless expressly fixed.
- Patrol duties are limited to the written checkpoints, route and accessible areas.
- No service includes crowd control, bodyguard, private investigation, security-equipment installation, traffic control, medical care, cash transport, armed services or use of Client vehicles unless expressly stated and lawfully licensed.
- The Client supplies safe access, tested keys and codes, Site instructions, emergency contacts and hazard information.
- Reports are supplied electronically where reasonably practicable.
- Travel, parking, tolls, accommodation, inductions and third-party costs are additional only where stated in the Quote or approved under a variation.
- Public holiday and after-hours rates apply as stated in the Quote or rate schedule.
- An attendance prevented by no access or incorrect Client information may remain chargeable.
- TPG may contact emergency services where reasonably necessary.

SCHEDULE 2 - CANCELLATION FRAMEWORK

For one-off and short-term bookings, the maximum percentage below applies to the cancelled portion. The actual charge is limited to our reasonable loss after deducting costs reasonably avoided.

- More than 7 clear days before commencement: no percentage fee, but the Client pays non-refundable third-party costs and specifically ordered items.
- From 72 hours to 7 clear days before commencement: up to 25% of the cancelled Charges.
- From 24 hours to less than 72 hours before commencement: up to 50% of the cancelled Charges.
- Less than 24 hours before commencement, after mobilisation, no access, or Client no-show: up to 100% of the affected first shift or first 24 hours, plus non-refundable committed costs.
- After Services commence: Charges for work performed, committed rostered labour that cannot reasonably be redeployed, and the applicable ongoing notice period.

For ongoing Services, the Quote's initial term and cessation notice apply. If the Quote is silent, the default is 30 days' written notice after any agreed initial term.

A cancellation amount may be reduced where we reasonably redeploy personnel or avoid costs. It may not exceed the Charges for the cancelled Services.

SCHEDULE 3 - CLIENT ONBOARDING INFORMATION

Before commencement, the Client must provide, where relevant:

- correct legal name, ABN and billing details;
- Site address, operating hours and access boundaries;
- Authorised Contacts and two emergency contacts;
- required dates, times, staffing and licence functions;

- Site instructions, patrol route, checkpoints and reporting expectations;
- keys, codes, remotes, permits and parking arrangements;
- alarm, CCTV and access-control instructions;
- emergency, evacuation, fire and escalation procedures;
- known threats, prior incidents and persons of concern;
- hazards, asbestos, animals, biohazards, construction risks and isolated-work information;
- body corporate, landlord, tenant, venue or event authority where relevant;
- privacy notices and permissions for Client-controlled recording systems;
- insurer or regulatory requirements expressly requested to be included;
- invoice reference, purchase order and approved payment terms; and
- any special equipment, uniform, vehicle or induction requirements.

The Client must promptly update this information when it changes.

SCHEDULE 4 - ACCEPTANCE RECORD

Client legal name: _____

ABN / ACN: _____

Quote or Service Schedule reference: _____

Site or service: _____

Authorised representative: _____

Position: _____

Email: _____

Signature: _____

Date: _____

By signing or otherwise accepting the Quote, the Client confirms that it received or had access to these Terms before acceptance, had an opportunity to review them and agrees to be bound by the Contract, subject to all Non-Excludable Rights.