



Australian Government
Austrade

GLOBAL SERVICE AGREEMENT

THIS AGREEMENT is made on the ____ day of May 2007

BETWEEN

Securrency Pty. Ltd.

ABN: 13072353452

**Potter Street
Craigieburn VIC 3064**

Tel: (61 3) 9303 0731

AND

**The Commonwealth of Australia as represented by the
Australian Trade Commission
(Austrade)**

ABN: 11 764 698 227

**The Minter Ellison Building
25 National Circuit
Forrest ACT 2603**

Key Austrade Contacts

David Twine
Regional Director
South East Asia, South Asia and the Pacific

Telephone: +65 64188419
Facsimile: +65 67344265

and

Peter Harrison
National Manager, ICT & Group Projects Industry Group, Exporter Services

Telephone: +61 3 9648 3218
Facsimile: +61 3 9648 3100



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Agreement

1. Security agrees to waive the necessity for receiving individual Client Service Proposal Contracts for each and every service requested and agrees to be charged and pay for all reasonable expenses, including Austrade's service fees and handling charges, for all work requested, based on Austrade's standard fee schedule.
2. Austrade agrees to arrange and deliver the requested Austrade services to Security on the basis of a written request, including e-mails, received from Security.
3. Austrade agrees to consolidate all charges for all work requested by Security on a monthly basis and send Security a consolidated invoice each month.

Period of the agreement

This Agreement shall commence on 1 June 2007 and shall continue until 30 June 2008.

The Agreement shall be reviewed before 30 May 2008 to assess the needs of Security beyond the contract expiry date.

Either party may

- Increase or decrease the services;
- Change the character or quality of any services; or
- Terminate this agreement at any time;

on giving the other party not less than thirty (30) days written notice of its intention to do so. On receiving a notice of termination, Austrade shall do all things necessary to mitigate the loss arising from the termination.

The Client shall be liable to pay for all services provided to the date of termination and, except where Austrade terminates this agreement, any unavoidable loss arising from the termination.

Payments

If a Goods and Service Tax (GST) is payable in respect of the services provided under this Agreement the GST will be payable by the Client to Austrade in addition to the consideration if applicable.

The Client shall only be charged the hours used in delivering the services. Austrade's standard fee for service is \$190 per hour.

Services provided under this agreement will not include programs or activities which require additional major resources such as the organisation of seminars, displays and presentations, audience generation as well as intensive and dedicated assistance with tender preparation, unless outlined in any specific market proposal. These services will be the subject of separate negotiation, in line with Austrade's Client Service Policy fee schedules.

In addition to the fee, the Client agrees to pay Austrade for all reasonable expenses incurred in the provision of the services, provided that no expenditure shall be incurred without the prior approval of the Client.

Work under this agreement will be invoiced monthly in arrears. The fee and expenses will be payable by the Client within 30 days of the date of receipt of an invoice from Austrade.



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Signed on behalf of the Commonwealth of Australia as represented by the
Australian Trade Commission

David Twine, Regional Director, South East Asia, South Asia and the Pacific, Austrade

/ /2007

I/We agree to the terms and conditions of this Agreement

John Ellery, Chief Financial Officer, Security Pty. Ltd.

/ /2007



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Conditions

These conditions apply to the Agreement between the Australian Trade Commission (Austrade) and Security as the party referred to below as 'the client'.

1. The parties acknowledge that as Austrade has a statutory obligation under the Australian Trade Commission Act 1985 to provide export facilitation services to all Australian organisations as they may require; and that, accordingly, services which may be required by the Client under this Agreement cannot be provided on an exclusive basis.
2. Austrade agrees that in the performance of the services under this agreement, Austrade will inform the Client should a conflict of interest situation arise, and the steps Austrade intends to take to reduce or eliminate the perceived conflict of interest.
3. Any material created by Austrade or received by Austrade from the Client (whether in writing or verbally) concerning the affairs of the Client shall not be made available to third parties without the prior approval of the Client.
4. The property and copyright in all material created by Austrade in connection with provision of services will vest in Austrade. Austrade grants Security a perpetual, irrevocable, non-exclusive, royalty free licence to use, and sublicense to a third party, the material (and any derivative material created by Security) in any manner for any purpose that includes modification, adaptation, communication, distribution and storage in any digital medium.
5. Nothing in this Agreement constitutes either party as the employee, agent, partner or joint venturer of the other. The relationship between Security and Austrade is and will remain one of principal and independent contractor and the Austrade representatives involved in performance of this Agreement will not be deemed legal representatives, agents, servants or employees of Security for any purpose whatsoever. Neither party has the authority to bind the other party.
6. Austrade will not be liable for delay or failure in performing the services if the delay or failure results from force majeure, Act of God, or any government act, fire, earthquake, explosion, accident, industrial dispute, civil commotion, impossibility of obtaining materials or anything beyond the control of Austrade and whether happening in Australia or elsewhere
7. The parties acknowledge that the Services means those services requested by the Client to be provided by Austrade under this Agreement, including but not limited to market research and assessment, provision of commercial information and assistance, coordination of meetings, translation and related commercial services including information and information on matters that are incapable of precise determination, subject to subjective interpretation, rapidly changing conditions in the market and other factors beyond the control of Austrade. Accordingly, to the extent permitted by law, Austrade is not liable to any person who relies on that information or advice for any inaccuracies, omissions or other deficiencies contained in it.
8. The Client specifically indemnifies Austrade against any loss or action arising from reliance on services involving background or credit checks conducted via third parties.
9. Austrade's liability to the client for any loss, cost, charge or expense incurred or arising directly or indirectly or indirectly under or in connection with this Agreement, whether for breach of this Agreement, at common law, under statute or otherwise is limited to the amount paid by the client to Austrade under this Agreement.
10. In the event of any dispute arising between Austrade and the Client in connection with this Agreement and the dispute is not mutually resolved within three calendar months, the dispute shall, upon request of either party, be referred to arbitration, in accordance with the laws relating to arbitration in force at the time in the Australian Capital Territory.
11. This Agreement will be governed by and construed in accordance with the laws of the Australian Capital Territory.



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12. The Client acknowledges that in entering this Agreement it has not relied on any statement, representation, warranty or condition made or given by Austrade or by any person or agent of Austrade other than those contained in this Agreement.
13. This agreement constitutes the entire Agreement between the parties and supersedes all other verbal or written Agreements between Austrade and the client for the provision of services under this Agreement.