

THE AUSTRALIAN EARLY WARNING NETWORK



Take the Lead Agency Agreement

1. Parties and Appointment of Agent:

This Agency Agreement is made as of April 2009 by and between Look Here Pty Ltd (EWN) having its office at 6/32 Bay Street Tweed Heads NSW 2485 and

_____ (Herewith known as the 'Agent'),

having its principal office at _____

Agent. _____

EWN appoints the _____ as its exclusive agent for the EWN business resilience service and system in the territory listed.

The EWN Business Resilience service is a product provided to commercial enterprises. The service attracts a monthly fee which at the time of this agreement is \$30.00 per month. This can vary at the discretion of EWN. EWN hereby appoints and authorizes the agent to offer and register commercial enterprises, who employ no more than 15 employees, to the EWN Business Resilience service at no cost. The Agent is licensed to use the system but must pay call/SMS fees (15c ea)¹.

2. Definitions of key phrases:

- The EWN system: The technology, software and hardware that enables the sending of alerts.
- Members: Individuals or organization registered to the EWN system to receive alerts.
- Users: Individuals or organizations licensed to operate the EWN system for their own purposes.
- Services: The provision to members of early warnings.
- EWN business resilience service: Emergency and severe weather early warning service provided to commercial enterprises.

¹Costs may vary but will be advised.

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3. Conditions for the agent appointment

During the term of this agreement the Agent shall abide by the following rules:

- a. Shall not assign the agent's responsibilities to a third party except for its subsidiary;
- b. Pay a monthly agency fee to EWN of \$100.00
- c. Access/registering to the service is not contingent on a business performing any act, buying a product, paying any fees or purchasing any service from the Agent
- d. Not engage in any conduct, which, in the opinion of EWN is prejudicial to its business or marketing of the service generally
- e. Shall not accept any proceeds for the provision of the service
- f. Agent agrees that the Company shall not be responsible for any of Agent's expenses whatsoever, including but not limited to rentals, transportation, facilities, computer terminals and modems at agent's site and at Company site, phone lines, clerical hires, solicitors fees, postage, advertising, personal license fees and taxes. Supplies furnished the Agent shall remain the property of the Company and all property of the Company shall be returned promptly on demand.
- g. Agent agrees that nothing contained herein shall be construed to create the relationship of employer and employee between Company and Agent, or any sub-agent of Agent.
- h. Failure of Company to promptly declare a default for breach of any of the terms and conditions, hereof, shall not be construed as a waiver of any said terms and conditions, nor stop Company from, thereafter, demanding a full and complete compliance therewith.

4 Warranties and Liability

- a. No warranties, expressed or implied, including but not limited to, any implied warranty of merchantability of fitness for any purpose, are made or deemed to have been made by EWN.
- b. The Agent agrees to hold harmless and to indemnify EWN against all costs, claims or demands that may be made against it arising from the negligence of any kind by the Agent in the offer of the service.
- c. EWN shall not be responsible to the Agent or any other party in respect of any claims arising out of the offer of the products by the Agent.
- d. Notwithstanding anything to the contrary in this Agreement, EWN shall not be liable to the Agent by reason of any representation or implied warranty, condition or other term or any duty at common law, or under the express terms of this Agreement, for any consequential loss or damage (whether for loss of profit or otherwise and whether occasioned by the negligence of EWN or its employees or Agent or otherwise) arising out of or in connection with any act or omission of EWN relating to the service by the Agent or use by any customer or member.

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5 Termination

The agreement can be terminated under any of the following conditions:

- a. Within thirty days notice by either party without cause or reason
- b. Non payment of agency fee
- c. Immediately if this agent engages in any conduct, which, in the opinion of EWN is prejudicial to its business
- d. The agency agreement expires, and no renewal agreement has been reached.

6. The Territory

The Agent is authorized within the

7. Trademarks and logos

Trademarks and logos are the property of their respective companies. The agent is authorized to use and display the Climate Ready Partner logo for the duration of this agreement.

8. Appointment

Look Here Pty Ltd
(The Australian Early Warning Network)

The Agent

by _____

by: _____

Name _____

Name _____

Position _____

Position _____

Date:

Date:

EWN and the Agent understand the objective of *Take the Lead* is to cover and protect most businesses within a community. This exercise has benefits that go beyond emergency and severe weather warnings. The EWN system is accessible to emergency responders. In the event of fire or other emergency, responders can utilise the information to help protect people and property.

- Responders will have relevant contact details – in event of fire, theft etc.
- Awareness of any dangers – location of gas bottles etc
- Anticipation of number of people that might be at a business or animals
- Any other information business owners believe is important.