

AGREEMENT

THIS AGREEMENT is made on 26 / 11 / 06 (Today's Date)

PARTIES

- 1. JC SEC PTY LTD ACN ("the Company") of 652B Glenhuntly Rd, Caulfield South, 3162.
2. SHIMON DOVIO CYRUS ("the Member") of REDACTED (Address of Member)

RECITALS

- A. The Company is a registered security firm.
B. The Member is a volunteer of the Company.
C. The Company agrees to pay for Professional Development Courses for the Member based on the terms and conditions of this agreement.

OPERATIVE SECTION

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement, unless the context otherwise requires:

Commencement Date means the Date on which the Member completes a Professional Development Course as referred to in Item 1 of the Schedule;
Total Amount Paid by the Company means the cost for the Company of providing the Member with the Professional Development Course as determined by the Company and referred to in Item 2 of the Schedule;
Monies Owing means the maximum amount of money owed by the Member to the Company. Monies Owing are calculated on a pro rata basis in relation to the time still remaining in the Service Period and the Total Amount Paid by the Company as referred to in Item 2 of the Schedule;
Post-Course Responsibilities means what is required of the Member to fulfill for the Company during the Service Period as referred to in Item 5 of the Schedule;
Professional Development Course means any activity as determined by the Company to be for the benefit of the Member. This includes but is not limited to: Security Industry licensing courses, Management Development Courses, First Aid Courses and other in-house training courses;
Service Period means the amount of time required by the Member to be involved with the Company and satisfy the Post-Course Responsibilities following participation in the Professional Development Course as referred to in Item 3 of the Schedule;

Specifically Excluded Costs means any costs not paid for by the Company as referred to in Item 6 of the Schedule.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) The headings do not affect the interpretation of this Agreement and references to parts, clauses, paragraphs and schedules are to be interpreted as references to this Agreement;
(b) Words and expressions importing the singular include the plural and vice versa and words and expressions importing individuals include any body corporate;
(c) References to the Company and the Member, subject to any other provision to the contrary in this Agreement, refers to and includes their respective successors and permitted assigns;

2. THE COMPANY'S DUTIES

The Company will:

- 2.1 Provide the Member with a Professional Development Course;
2.2 Pay the Fees. This does not include Specifically Excluded Costs.

3. THE MEMBER'S DUTIES

The Member agrees:

- 3.1 To pay any Specifically Excluded Costs.
3.2 To actively participate in any Professional Development Course provided by the Company as referred to in Item 4 of the Schedule;
3.3 That subject to the Company fulfilling its duties as specified in clause 2, the Member will fulfill his Post-Course Responsibilities for the duration of the Service Period which begins on the Commencement Date;
3.4 That if clause 3.3 is not fulfilled as determined by the Company, the Member will pay the Monies Owing to the Company.

4. INDEMNITY

- 4.1 The Member will indemnify, and keep indemnified, the Company against all actions, liabilities, proceedings, damages and costs incurred by the Company arising out of this Agreement.
4.2 The indemnity will survive the conclusion or termination of the Agreement.

5. MISCELLANEOUS

- 5.1 All amendments to this Agreement must be in writing and agreed by both parties.
5.2 To the extent that the terms of this Agreement are inconsistent with any other present or future agreements between the Company and the Member, the terms of this Agreement will prevail unless those other terms are in writing and expressly state that they are to prevail over this Agreement.

- 5.3 Should the Member attend future Professional Development Courses, then the Post-Course Responsibilities of the future course can be fulfilled concurrently with any previous Post-Course Responsibilities.
5.4 Each Party will bear its own costs in relation to the preparation, negotiation and execution of this Agreement.
5.5 The law of this Agreement is the law of Victoria and the Commonwealth of Australia and the parties submit to the exclusive jurisdiction of the Courts and Tribunals of that State for all disputes arising in relation to this Agreement.

SCHEDULE

- Item 1: Commencement Date 26/11/06
Item 2: Total Amount paid by the Company \$3700
Item 3: Service Period 2 year(s)
Item 4: Professional Development Course Advanced swimming
Item 5: Post-Course Responsibilities protect shifts fortnightly, function planning & commentary min: 4 per year, maintain swimming requirements
Item 6: Specifically Excluded Costs ME - living expenses not provided by hotel - incidental travel costs

EXECUTED unconditionally by the parties as an Agreement on

26/11/06

SIGNED by the representative of JC Sec Pty. Ltd.

Signature of JC Sec representative

G. Sheer Print Name of JC Sec representative

SIGNED by the Member:

Signature of Member

SHIMON DOVIO CYRUS Print Name of Member