

# GENERAL TERMS AND CONDITIONS FOR THE SALE, RENTAL AND/OR MAINTENANCE OF TECHNICAL SECURITY SYSTEMS

#### **DEFINITIONS**

**Agreement:** the contract between Securitas and the Customer for the sale, rental and/or maintenance of technical security systems, including these general terms and conditions and all annexes or attachments to the aforementioned contract.

**Securitas**: the Securitas company specified in the Agreement.

Securitas Group: Securitas and its Affiliated Companies.

Affiliated Company of Securitas: any entity (i) which is directly or indirectly controlling Securitas; (ii) which is under the same direct or indirect ownership or control as Securitas; or (iii) which is directly or indirectly owned or controlled by Securitas. For this purpose, an entity shall be treated as being controlled by another entity if that other entity has fifty percent (50%) or more of the votes in such entity, and/or is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

**Customer**: the natural or legal person as specified in the Agreement, which enters into a contract with Securitas for the purchase, rental and/or maintenance of technical security systems.

**Effective Date**: the date on which the Agreement enters into force as indicated in the Agreement.

**Products**: the technical security systems purchased or rented by the Customer from Securitas, as specified in the Agreement.

**Services**: the sale, rental and/or maintenance of the Products by Securitas.

**Site(s):** the site(s) where the Services and/or Products are to be provided, in accordance with the provisions of the Agreement.

**Service Fee**: the amounts that Securitas charges the Customer for the provision of the Services, as specified in the Agreement, as well as any sums charged for additional services that the parties may agree upon. These sums may be changed from time to time in accordance with the provisions of these general terms and conditions.

In writing or written document: any written communication signed by a person authorised to represent the party in question, including but not limited to printed documents, faxes, emails and other electronic means of communication.

**Damages**: damages as specified in the applicable legislation, including but not limited to claims, losses, liability, damage, legal claims, demands or costs (including but not limited to all reasonable lawyers' or court fees that a party may incur as a result of or in connection with the provision of the Services under the Agreement).

**Sanctions**: economic or financial sanctions, trade embargoes or other similar restrictive measures as imposed, managed or

ordered by the European Union, the governments of other Member States of the European Union, the United Nations Security Council, the government of the United States or a public authority in the United States (including OFAC, the US State Department, the US Department of Commerce and the US Department of Treasury) or any comparable regulator of any other country relevant to the Agreement.

**Sanctions list**: any list of specific subjects, persons or entities (or similar) in connection with the Sanctions, in each case as amended, added or replaced.

## 1 SCOPE AND PERFORMANCE OF THE SERVICES

- 1.1 <u>Service and Equipment.</u> Securitas agrees to provide the Services to the Customer under the specific terms set out in the Agreement. All equipment, software, materials and/or documentation supplied by Securitas shall always be the property of Securitas, unless otherwise agreed in writing between the parties. If any Services are provided prior to the Effective Date, the Agreement shall nevertheless apply to such Services.
- 1.2. Offers, prices and cost estimates. Offers of Services and estimates of Service Fee and costs relating to the Services made by Securitas are purely informative; they shall not confer any right to the Customer and are not binding on Securitas. Securitas shall be bound only by a signed Agreement with the Customer.
- 1.3 <u>Instructions by the Customer.</u> Securitas shall not be obliged to follow any instructions of the Customer other than those specified in the Agreement. If, in the performance of the Services, the Customer gives instructions outside the scope of the Agreement which alter or affect the performance of the Services, the Customer shall be solely responsible for all consequences deriving from such instructions and shall indemnify and hold Securitas harmless in respect thereof.
- 1.4 Requests for adjustments, additions or reductions of the Services. Subject to the terms of the Agreement, each party may request reasonable adjustments and/or additions to the Services by giving written notice thereof to the other party. Should such adjustments and/or additions in Securitas' opinion require an adjustment of the Service Fee or the Agreement, Securitas shall notify the Customer of such required adjustment to the Service Fee or the Agreement. The parties shall negotiate in good faith on any and all requested adjustments and/or additions to the Services, the Service Fee and/or the Agreement. In the event the Customer considers it necessary to reduce the Services provided by Securitas, the Customer shall notify Securitas hereof

in writing. The Parties shall negotiate in good faith on the proposed reductions and on the compensation due to Securitas resulting from the proposed reductions of the Services. In order for any changes to the Services, Service Fee and/or the Agreement to be binding for the parties, all adjustments, additions and/or reductions of the Services must be agreed in writing with an authorized manager of the relevant party. Unless such Agreement is reached, the



Services, Service Fee and the Agreement will remain unchanged. For purposes of clarity, Securitas' employees providing the Services are not entitled to agree to adjustments, additions and/or reductions of the Services. Securitas shall be allowed to amend the Agreement in order to comply with public instructions, orders, rules and legislation applicable to the Services to be provided hereunder. Such amendments shall be deemed to have been accepted by the Customer unless expressly opposed in writing within seven (7) working days from their communication. In case of opposition, Securitas shall be entitled to terminate the Agreement for good cause as per article 8.1 below.

- 1.5 <u>Personnel.</u> Personnel providing the Services can be Securitas employees or any other person that Securitas or its subcontractors has assigned for the Services. Securitas shall have the right to change the persons assigned for the Services at any time. The Customer may request changes in Securitas personnel, but Securitas in its sole discretion will determine any actions to be taken based upon such a request. Customer requests to change personnel assigned to the Services, shall be made in writing, stipulating the reasons for requesting the change.
- 1.6 <u>Subcontractors</u>. Securitas may use subcontractors to provide some or all of the Services. Securitas will be responsible for such subcontractors subject to the limitations of liability stipulated in the Agreement and these general terms and conditions.
- 1.7 <u>Obligation of means</u>. Securitas does not guarantee a result of the Services nor accept overall responsibility for the security at the Customer's Site(s). Unless otherwise agreed in the Agreement, Securitas is not engaged as a security consultant. Securitas makes no representation, express or implied, that the Services will prevent any loss or damage.

## 2 THE CUSTOMER'S COMMITMENTS

- 2.1 <u>Cooperation.</u> The Customer shall at all times cooperate with Securitas to allow Securitas to provide the Services under the best possible conditions. This shall include, but not be limited to, the Customer providing (i) a safe, healthy working environment for Securitas personnel in accordance with applicable laws and regulations, (ii) all relevant information, access and assistance that Securitas reasonably requires to perform the Services without interruption, including, without limitation, suitable office space and utilities, and (iii) prompt notice of anything that may affect Securitas' safety, risk or obligations under the Agreement or which is likely to lead to an increase in Securitas' costs for providing the Services.
- 2.2 Representation and warranty regarding the Sanctions list. The Customer represents and warrants that it is not a person that is listed on, or owned (whether directly or indirectly) or controlled by a person listed on, a Sanctions List. For the purposes of this clause, "ownership" and control" have the meaning given to them in the applicable Sanctions or in any official guidance in relation to such Sanctions.
- 2.3. <u>Representation and warranty regarding activities</u> <u>prohibited by the Sanctions</u>. The Customer represents and warrants that it does not, directly or indirectly, engage, without

prior authorisation from a competent authority (where permitted), in activities that are prohibited by the Sanctions.

- 2.4 The Customer declares that: (i) it holds all permits, authorizations, certificates and licenses required for the performance of its business, in particular, but not limited to, the performance of all obligations under this Agreement; (ii) it holds all the authorizations necessary for the conclusion of this Agreement, while its authorization to conclude this Agreement is in accordance with the relevant legal regulations and undisputed as of the date of conclusion of this Agreement; (iii) it meets all the conditions and requirements set forth in this Agreement, and it is able to perform in full the obligations set forth herein.
- 2.5 <u>The Customer</u> is responsible for ensuring that the terms of the Scope of Services are complete and accurate.

#### 3 SERVICE FEE

- 3.1 <u>Service Fee.</u> For the provision of the Services, the Customer shall pay to Securitas the Service Fee as specified in the Agreement based on invoice issued by Securitas.
- 3.2 Service Fee adjustments. Securitas shall be entitled to unilaterally adjust the Service Fee in the following cases and to the corresponding extent: (i) In the event of changes in social or health insurance, (ii) in the event of changes in government measures concerning Securitas labour costs (e.g. adjustment of the minimum wage, etc.), (iii) if it is justified by the expected average annual inflation rate in the upcoming calendar year in which the Securitas will provide Services to the Customer, (iv) in the event of increases in other production costs or increases in prices from the manufacturer, or (v) any other legislative changes that will affect Service Fee for the Services or products agreed under this Agreement (e.g. introduction of new forms of taxes, fees, levies, etc.). Securitas is obliged to notify the Customer in writing of the unilateral increase of the Service Fee and simultaneously submit documents evidencing a change in Service Fee and the impact on the Service Fee. If the Contracting parties cannot agree on the Service Fee adjustment, Securitas shall have the right to withdraw from this Agreement within 30 days, from the day following the date of the Customer's expression of disagreement.
- 3.3 <u>VAT and other taxes.</u> All sums payable under the Agreement are exclusive of VAT and any other applicable tax or duty, which shall be payable in addition to the Service Fee. VAT will be charged in addition to the Service fee in accordance with Act no. 222/2004 Coll. on VAT as amended.

#### 4 PAYMENT

4.1 <u>Payment of the Service Fee</u>. Invoices are payable fifteen (15) days from the date of the invoice, without any setoff, to the remittance address on the invoice. In the event of a breach of the Customer's obligation to pay Securitas Service Fee for the Services, the Customer is obliged to pay Securitas a contractual penalty in the amount of 0.05% of the Service Fee for each calendar day of the Customer's delay in paying Service Fee. Payment of the contractual fine does not affect the right to demand compensation for damage caused by the breach of the obligation secured by the contractual fine, in full and on the Securitas's right to withdraw from the Agreement.

- 4.2 <u>E-invoicing.</u> The Customer agrees to receive its invoices and related documents from Securitas in electronic form, without prejudice to Securitas's right to send out paper invoices at all times using conventional methods of communication. The Customer agrees that the invoices made available via electronic means will no longer be sent on paper. The Customer acknowledges that he is responsible for the appropriate storage of the electronic invoices and undertakes to archive its original electronic invoice during the legally prescribed period, along with the data that prove the authenticity of the origin and integrity of the content of the electronic invoice. The Customer also acknowledges that it fulfils all applicable legal requirements with respect to receiving electronic invoices.
- 4.3 <u>Suspension.</u> In the event of payment delay, Securitas may suspend the performance of the Services rendered under the Agreement, upon five (5) days prior written notice. Suspension will not release the Customer from any of its obligations under the Agreement.

#### 5 LIMITATION OF LIABILITY

- 5.1 <u>General Principle.</u> To the extent permitted by applicable law, Securitas' liability for the Customer Damages and any other liability under the Agreement shall be limited as set out in this Article 5. Although Securitas may make some recommendations on security to the Customer as part of the negotiation and/or performance of the Agreement, the choice of the services to be performed and/or of the rented equipment is the sole responsibility of the Customer. The Customer acknowledges and agrees that Securitas does not act as the security consultant or the safety advisor of the Customer and that Securitas will in no event be held liable for the safety of the Customer or the Customer's Sites and/or Products.
- 5.2 <u>Exclusion of indirect and consequential Damages.</u> Securitas shall in no event be liable for any indirect or consequential Damages, including, but not limited to, loss of profit, purely financial loss, loss of income, business or revenue, even if Securitas has been advised of the possibility of such losses or damages.
- 5.3 <u>Maximum Liability</u>. Notwithstanding anything to the contrary in the Agreement, Securitas' obligation to indemnify the Customer under the Agreement shall in no event exceed a total of five (5) times the annual sales value of the Agreement with however a maximum of 500.000 EUR per occurrence and per year.

In no event Securitas can be held liable for, in particular but without being limited, (i) the improper or unauthorised use of the Products by the Customer and/or third parties, (ii) electrical variations, inadequacy or interruption of electrical systems, and/or power blackouts on the Customer's Site(s), and (iii) Damage to the Products following the intervention of persons which are not employees or designated subcontractors of Securitas.

5.4. <u>Claims notification</u>. The Customer shall notify Securitas of any claim arising from the Services, in detail and in writing, within thirty (30) days from the date on which the Customer became aware (or should reasonably have become aware) of the occurrence giving rise to the claim; provided, however, that if the Customer does not provide such notice to Securitas

within the aforementioned notification period, Securitas shall have no obligation to pay any compensation whatsoever relating to such claim.

5.5 For the avoidance of any doubt. Securitas's liability under the Agreement shall be a fault or negligence-based liability.

#### 6 THIRD PARTY CLAIMS

6.1 <u>Indemnification</u>. The Customer shall indemnify and hold Securitas harmless from and against any Damages which Securitas may incur or any claims which may be made against Securitas by any third party as a result of or in connection with the performance of the Services under the Agreement, unless such Damages arise from any cases of willful misconduct or gross negligence on the part of Securitas, its employees, representatives or subcontractors.

#### 7 INSURANCE

7.1 <u>Products rented by Securitas.</u> The Customer shall take out adequate insurance cover for the Products which the Customer rents from Securitas, including fire, burglary and water damage. Any insurance compensation received in the event of damage or loss of the rented Products shall, without limitation, accrue to Securitas.

#### 8 TERMINATION

- 8.1 Termination for good cause. The Customer may terminate the Agreement upon 30 days' prior written notice to Securitas in the event Securitas does not cure a material breach of its obligations under the Agreement. Securitas may terminate the Agreement for good cause upon 10 days' prior written notice to the Customer. "Good cause" for Securitas will include, without limitation: (i) any material or persistent minor breach by Customer of its obligations under the Agreement, (ii) cancellation of or a material change to any of Securitas' insurance coverage relevant to the Agreement, (iii) a change in applicable laws or regulations that has a material effect on, or causes a material change to the obligations of Securitas under the Agreement, (iv) if the Customer becomes insolvent, an application for insolvency procedure or similar has been submitted by or against Securitas, or (v) any act, omission or conduct of the Customer, which in Securitas' reasonable opinion, brings or may bring Securitas' business or reputation into disrepute. The Customer shall be responsible for payment for all Services rendered through the termination date in accordance with the Agreement. If termination of the Agreement is due to Customer's material breach of the Agreement, the Customer shall reimburse Securitas for any costs due to such breach.
- 8.2 <u>Discharge of performance.</u> Upon termination of the Agreement, Securitas shall be discharged from all further performance under the Agreement and shall be entitled to enter the Site(s) and recover any equipment, materials, software and/or documents (including, but not limited to, retrieval and/or destruction of electronic documents and data) belonging to Securitas.
- 8.3 <u>Termination relating to the Sanctions</u>. If it is or becomes unlawful, or contrary to any law, enabling legislation, executive

order or regulation in relation to the Sanctions, for Securitas to perform any of its obligations under the Agreement, or if the Customer or its direct or indirect owner is added to a Sanctions List. then:

8.3.1 Securitas may, in its absolute discretion cease performing its obligations under the Agreement immediately and/or terminate the Agreement; and; 8.3.2 the Customer agrees that Securitas will not be liable to Customer for any loss (including any consequential loss), damage or delay whatsoever as a result of Securitas ceasing to perform its obligations and/or terminating the Agreement in accordance with article 8.3.1. above.

8.4 This Agreement may be terminated: (i) by written Agreement of both Contracting Parties; (ii) by written notice even without giving a reason with a notice period of 3 (three) months which starts on the first day of the calendar month following the date of delivery of the notice to the other Contracting Party; (iii) by written withdrawal from the Agreement.

### 9 GROUNDS FOR RELIEF FROM LIABILITY

9.1 Force Majeure. In the event of force majeure, neither party shall be required to comply with the Agreement or to pay any damages. Force majeure is any circumstance beyond the will and control of the parties that restricts or impedes the parties from fulfilling their obligations under the Agreement. Cases of force majeure include but are not limited to: fire, war, mobilisation or military call up of a comparable scale, hijacking or terrorist act, epidemic, bad weather conditions, bad traffic conditions, transport shortages, general scarcity of materials, strikes or other labour conflicts and delay or failure of delivery by subcontractors caused by one of the circumstances mentioned in this article 9.1. Nothing in the foregoing shall be deemed to relief the Customer from its obligation to pay any and all fees owed to Securitas under the Agreement.

9.2 <u>Notice</u>. The party intending to claim relief from liability under article 9.1 shall inform the other party without delay on the occurrence and the cessation of such circumstance.

9.3 Indemnification by the Customer. If grounds for relief from liability as defined in article 9.1. above prevent the Customer from fulfilling its obligations, then the Customer shall indemnify Securitas for costs incurred in securing the Site(s). The Customer shall also reimburse Securitas for costs incurred for personnel, sub-contractors and equipment which, with the consent of the Customer, are held in readiness to resume the Services.

9.4 <u>Termination</u>. Notwithstanding any other provision of the Agreement, a party shall be entitled to terminate the Agreement and the Services with immediate effect by written notice to the other party if performance of the respective undertakings is delayed more than thirty (30) days by reason of any grounds for relief as described in article 9.1. above.

9.5 Conclusion of the Agreement during a force majeure situation. The parties agree that force majeure circumstances as defined in article 9.1 which already exist or are foreseeable at the time of conclusion of the Agreement shall also be deemed grounds for relief in accordance with article 9.1, provided that the Services can be performed at the time of conclusion of the Agreement or the obligations can still be

fulfilled and there is only a delay or hindrance to the performance of the Agreement in the further course of time.

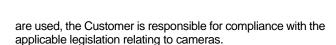
#### 10 CONFIDENTIALITY AND DATA PROTECTION

10.1 <u>Confidential information</u>. Each party shall keep confidential and shall not disclose any confidential information of the other party disclosed to it in connection with the Agreement except as required for the purpose of the performance of the Services and of any other duties under the Agreement. Information shall be considered to be confidential if it has been designated as confidential by the disclosing party at the time of disclosure, or if it, considering all the circumstances surrounding the disclosure, ought reasonably to be understood by the receiving party to be confidential. For purposes of clarity,

Securitas' service plans (including the "Security Manual" and/or similar documentation) shall always be considered as confidential information for the purpose of this article 10.1 and is protected by intellectual property rights. Neither party will have any duty of confidentiality under the Agreement with respect to information which: (i) is or subsequently becomes publicly available without breach of any obligation under the Agreement; (ii) was in the possession of the other party prior to the time of first disclosure hereunder; (iii) is developed by the other party without any use of or reference to any confidential information received from the disclosing party; (iv) is obtained without restriction from a third party reasonably believed by the other party to be free to provide such information without breach of any obligation owed to the disclosing party; (v) is disclosed with the prior written approval of the disclosing party; or (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other government body. For the avoidance of doubt, the parties agree that any information considered confidential under the Agreement, can be used by the parties and their respective advisors and within the Securitas Group, provided that these advisors and other relevant third parties are bound by confidentiality obligations at least as stringent as the confidentiality obligations set forth in these general terms and conditions.

10.2 <u>Data Protection</u>. The parties acknowledge that access and distribution of personal information of the other party or its employees, agents or related parties may be necessary for the proper performance of the Services as set out in the Agreement. Both parties agree to use any personal information obtained throughout the performance of the Agreement with care, in keeping with all applicable rules and regulations and to use such information only for the purpose of performing their duties as set out in the Agreement.

Securitas and the Customer acknowledge that the General Data Protection Regulation (the "GDPR") is applicable to the processing of personal data under the Agreement. The Customer is the data controller within the meaning of the GDPR and, as a consequence, is the one who determines the purposes and means of the personal data. Securitas is only the data processor within the meaning of the GDPR and processes the personal data merely to the benefit or on behalf of the Customer. The Customer, as data controller, and Securitas, as data processor, declare to be bound by the privacy legislation (included the GDPR). The Customer fully indemnifies Securitas, in terms of the principal, interests and costs (included court fees and lawyer's fees), against any claims made by third parties in this respect. When cameras



10.3. <u>Service Analysis</u>. Securitas may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use the Customer data in aggregated form for security and operations management, to create statistical analysis, and for research and development purposes ((i) and (ii) hereafter collectively referred to as "Service Analysis"). Securitas may make the Service Analysis publicly available; however, the Service Analysis will not incorporate the Customer data in a form that could serve to identify the Customer. The Service Analysis do not constitute and will in no event be assimilated to personal data within the meaning of the GDPR. Notwithstanding anything to the contrary contained in the Agreement, Securitas retains all intellectual property rights in the results and outcomes of the Service Analysis.

#### 11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. IP-rights on back-office and production systems. The Securitas Group and/or its licensors are the exclusive owners of all back-office and production systems used for the supply of the Services, including monitoring, guard deployment, dispatch, remote guarding and reporting systems, and including all technical infrastructure, systems, software, tools, hardware, equipment, documentation, information, data and other materials contained and generated therein. The Customer is not granted any rights of access or use of such production systems, unless specifically set out in this article 12.
- 11.2. IP-rights on materials produced by the Securitas Group. The Securitas Group is and shall remain the exclusive owner of all documentation and other materials produced by the Securitas Group in connection with the supply of the Services (the "Security Manual" and/or similar documentation) under the Agreement.
- 11.3. No transfer of IP-rights. For the avoidance of any doubt, the parties agree that nothing in the Agreement shall be construed as granting to a party, unless expressly agreed in writing, any rights by licence or otherwise, expressed or implied, to or in any of the intellectual or industrial property of the other party.
- 11.4 <u>IP-rights on hardware and equipment.</u> The Securitas Group and/or its licensors are the exclusive owners of all hardware and other equipment, and related software and documentation, to be installed at the Customer's premises for the purposes of receiving the Services during the term of the Agreement. The Customer's right to use such hardware and other equipment, and related software and documentation, expires upon the termination of the Agreement.
- 11.5 <u>IP-rights on joint developments</u>. In the event that Securitas and the Customer agree that Securitas (or another company within the Securitas Group) shall develop certain interfaces or other software or materials for integration of Securitas' and Customer's systems and equipment, the parties will agree in each individual case on ownership and licenses thereto (including maintenance and costs if relevant), and where no such agreement has been effected then the Securitas Group shall be the owner of any such interfaces or other integration software or materials, and the Customer be

granted a license to use it for the purposes of receiving the Services during the term of the Agreement. In such case, the Customer's right to use such interfaces or other integration software or materials expires upon the termination of the Agreement. The Securitas Group shall further own and have all rights to any other improvements, suggested changes and adaptations of intellectual property rights related to the Services.

- 11.6 <u>Digital Services.</u> For certain Services, the Securitas Group may provide digital services to the Client. The Client is hereby granted a non-exclusive, non-transferrable, non-sublicensable license to access and use any such digital services for the sole purpose of receiving the Services and the digital services during the term of the Agreement.
- 11.7 Right to use information and data shared or created. The parties agree that any information and data shared or created under the Agreement, may be used by the parties, their respective advisors and within the Securitas Group (provided that these advisors and other relevant third parties are bound by confidentiality obligations at least as stringent as the confidentiality obligations set forth in these general terms and conditions) for the purpose of analysing, improving the Services and/or reporting capabilities.
- 11.8 IP-rights on trademarks. The Securitas Group and/or its licensors are the exclusive owner of all trademarks, product names and other brand names used for or in relation to the Services. The Customer is not granted any rights to use any such trademarks, product names and other brand names.

## 12. SPECIFIC PROVISIONS APPLICABLE ON THE SALE OF THE PRODUCTS

- 12.1 Offers. Securitas' quotations and offers are non-binding and will remain so until they are accepted by the Customer and confirmed in writing by Securitas. Unless otherwise stated in the offer, any offer to sell and/or to supply is valid for a period of three (3) months from its date of issue.
- 12.2. "Ex works" prices. All prices are quoted "ex works", exclusive of all charges and taxes. Unless otherwise agreed or applied in practice, the prices will include packaging costs but exclude shipping costs. Charges and taxes mentioned in Securitas' offers are provided for information only and are not binding.
- 12.3 Retention of title and transfer of risks. Securitas remains the owner of the Products until such time as the sales price for the Products and all other sums owed by the Customer to Securitas (charges, taxes, indemnities, outstanding late interest, etc.) are paid in their entirety. Should full payment not be received, Securitas will be entitled to take back the Products, at any time, upon written notification to the Customer by registered mail, and the Customer will be held liable for any damage to the Products relative to the new condition of the Products. The risks in the Products shall pass to the Customer on completion of delivery.
- 12.4. Warranty. A warranty of two (2) years will apply on the Products. The warranty period will start from the delivery date of the Products. The warranty only applies to hidden defects and only to the extent that the defects in the Products are caused by Securitas and/or its suppliers, and thus not by a third party or by the Customer, nor when the defects occur by mistake or by accident. For the remaining, the Products are



subject to the particular warranty terms and conditions of Securitas' suppliers of the Products.

12.5 <u>Contract breach by the Customer.</u> If the Customer fails to fulfil any of its obligations under the Agreement, such as fully or partially cancelling a purchase order or failing to take delivery of all or part of the Products, then Securitas may terminate the Agreement or request the Customer to perform its obligations under the Agreement. The Damage incurred by Securitas is estimated at a minimum at 50% of the sales value of the order or of its non-complied part, without prejudice to Securitas' right to claim a higher indemnification for proven Damages in excess of such estimate.

### 13. MISCELLANEOUS

- 13.1 <u>Independence.</u> Securitas is an independent contractor. Nothing in the Agreement shall create a partnership or relationship of principal or agent or employer and employees.
- 13.2 <u>Severability</u>. If any provision of the Agreement is held to be unenforceable, it shall be modified to that it is enforceable to the maximum extent permitted under applicable law and all other terms shall remain in full force. If the unenforceable provision cannot be so modified, it will be excluded from the Agreement, and all other terms of the Agreement will remain in full force.
- 13.3 Order of Precedence. If some parts of the Agreement should prove to be in conflict, the documents making up the Agreement shall prevail in the following decreasing order of precedence: (i) the contract between Securitas and the Customer for the sale, rental and/or maintenance of technical security systems, (ii) any particular or specific conditions agreed in writing between the parties, and (iii) these general terms and conditions.
- 13.4 Notices. All notices to be delivered under the Agreement shall be in writing and made by courier, facsimile, overnight mail or certified mail, addressed to the other party at its address set forth in the Agreement or at such other address as the other party may have designated in writing. Any notice so sent shall be deemed received as follows: (i) if hand delivered, on delivery, (ii) if by commercial courier, on delivery, (iii) if by registered mail, three (3) business days after mailing, and (iv) if by facsimile, upon receipt.
- 13.5 <u>Assignment.</u> Neither party will assign the Agreement without the other party's written consent, which shall not be unreasonably withheld. However, Securitas may assign the Agreement at any time to any of its affiliates, subsidiaries or successors.
- 13.6 Entire Agreement. The Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements and correspondence, oral or written, between Securitas and the Customer in relation to the Services. Any representations, promises or agreements not embodied in the Agreement will not be enforceable. These general terms and conditions are applicable to the Agreement and to all purchase orders relating to the Services and/or the Products, to the exclusion of the Customer's general and/or special terms and conditions.
- 13.7 <u>Changes and amendments.</u> All changes and amendments to the Agreement, or any part hereof, will be

binding on either party only if approved in writing by an authorized representative of that party.

#### 14. APPLICABLE LAW AND JURISDICTION

14.1. <u>Applicable law and jurisdiction.</u> The Agreement is governed by and construed solely in accordance with the laws of Slovakia.

These General Business Terms are effective as of 11.6.2023.

In Bratislava on 11 June 2023.

Tomáš Kafka Executive director SECURITAS SK s.r.o.