

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SECURITY SERVICES nr. GTC 14

DEFINITIONS

“**Agreement**” means Agreement on the Provision of Security Services agreed between Securitas and the Customer if it is mentioned in the Agreement that it is governed by these General terms and conditions for the provision of security services (hereinafter “terms and conditions”); Agreement is also formed by these terms and conditions and any exhibits or attachments hereto.

“**Customer**” means the customer specified in the Agreement.

“**Effective Date**” means the date specified in the Agreement.

“**In writing**” or “**written document**” shall include any written communication which has been signed by a person authorized to represent the party, including, but not limited to printed documents, facsimiles, e-mails and other electronic means of communication.

“**Losses**” means losses as stipulated in applicable law including, but not limited to, any and all claims, losses, liabilities, damages, actions, fines, charges, demands, costs and expenses, professional fees (including, but not limited to, all reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties which a party may incur as a result of or in connection with the provision of the Services under this Agreement).

“**Sanctions**” means economic or financial sanctions or trade embargoes or other equivalent restrictive measures imposed, administered or enforced from time to time by any of the European Union, the governments of other member states of the European Union, the United Nations Security Council, the United States government or an United States agency (including OFAC, the US State Department, the US Department of Commerce and the US Department of Treasury) or the equivalent regulator of any other country which is relevant to this Agreement.

“**Sanctions List**” means any of the lists of specifically designated nationals or designated persons or entities (or equivalent) in relation to Sanctions, each as amended, supplemented or substituted from time to time.

“**Service Fee**” means Securitas' charges to the Customer for the provision of the Services, as set out in the Agreement as well as charges for any additional services agreed between the parties. Such charges may be varied from time to time in accordance with the terms of this Agreement.

“**Services**” means the services to be provided by Securitas under this Agreement, as specified in the Agreement.

“**Securitas**” means the company SECURITAS ČR s.r.o. residing at Kateřinská 466/40, 120 00 Praha 2 – Nové Město, entered in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert No.: 5009;

“**Securitas Group**” means Securitas AB and all entities which are under the direct or indirect ownership or control of Securitas AB.

“**Site (-s)**” means such premises at which the Services are to be performed, as specified in the Agreement.

“**Working Days**” means any day on which banks are generally open for business in Czech republic.

1. COMMENCEMENT OF THE PROVISION OF SERVICES AND DURATION

1.1. Commencement. This Agreement will commence upon the Effective Date and continue until terminated with the agreement of contractual parties or unilaterally by either party. If the Agreement is concluded for a definite period of time then it terminates by the expiration of the stipulated time period. If any services are provided prior to the Effective Date, this Agreement shall apply to such services.

2. SCOPE AND PERFORMANCE OF SERVICES

2.1. Service and Equipment. Securitas agrees to provide the Services to the Customer under the specific terms set out in this Agreement. Subject to Article 14, any equipment, tools, software, data, materials and/or documentation supplied by Securitas shall always be and remain the exclusive property of Securitas, unless otherwise agreed in writing between the parties.

2.2. Instructions by the Customer. 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 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.

2.3. Requests for Changes to the Services. Subject to the terms of this 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 to the Services, in Securitas' opinion require an adjustment of the Service Fee or the terms and conditions of this Agreement, Securitas shall notify the Customer of such required adjustments to the Service Fee or terms and conditions of this Agreement. The parties shall negotiate in good faith on any and all requested adjustments and/or additions to the Services, the Service Fee or the terms and conditions of this Agreement. In order for any changes to the Services, Service Fees and/or the terms and conditions of this Agreement to be binding on the parties, all adjustments and/or additions must be agreed in writing with an authorized manager of the relevant party. Unless such agreement is reached, the Services, Service Fees and the terms and conditions of this Agreement will remain unchanged. For the avoidance of doubt, Securitas' employees providing the Services are not entitled to agree to adjustments and/or additions to the Services. Securitas may 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 by notice in writing within 15 working days from their communication. In case of opposition, Securitas shall be entitled to terminate the Agreement for good cause as per Article 11.1 below. Pending agreement, Services are to be provided and paid for as in the unamended Agreement..

2.4. Personnel. Personnel providing the services are Securitas employees or sub-contractors hired by Securitas. Securitas shall have the right to change personnel 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 shall be made in writing, stipulating the reasons for requesting the change.

2.5. Subcontractors. Securitas may use subcontractors to provide some or all of the Services including subcontracting of hardware, software or IT/digital components used for provision of the Services. Securitas will be responsible for such subcontractors subject to the limitations of liability stipulated in this Agreement.

2.6. No guarantee. Securitas does not guarantee a function or result of the Services or 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 its Services will prevent any loss or damage.

3. CUSTOMER'S OBLIGATIONS

3.1. Cooperation. 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, materials, access and assistance that Securitas reasonably requires to perform the Services without interruption, including but not limited to, access to the Site(-s), suitable office space and utilities, as reasonably required, and (iii) prompt notice of anything that may affect Securitas' safety, risk or obligations under this Agreement or which is likely to lead to an increase in Securitas' costs for providing the Services.

3.2. Accurate Agreement. The Customer is responsible for ensuring the completeness and accuracy of the data and documents needed for the preparation of the contractual documentation, including its annexes, especially Security manuals, intervention plans, etc..

3.3. Licences, Permissions, Consents. The Customer shall obtain and maintain any necessary licences, permissions and consents which may be required before the date on which the Services are to start.

3.4. Maintenance of Securitas Materials. Customer shall keep and maintain all materials, equipment, tools, documents and other property of Securitas (“**Securitas' Materials**”) at the Site(-s) in safe custody at its own risk, maintain Securitas' Materials in good condition until returned to Securitas, and not dispose of or use Securitas' Materials other than in accordance with Securitas' written instructions or authorisation.

3.5. Customer's devices. In case that Securitas employees have a duty or a right to use a device owned by a Customer (eventually a device in

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Customer's lawful use) when performing work or in connection to such performance, it is the Customer's liability to ensure that regular checks and revisions of the device are done properly and in time where the device is subject to them. The costs will be covered by the Customer. The Customer is obliged to evidence properly checks and revisions to Securitas with a copy of revision or check report right after the check or revision was done. The Customer takes into account that Securitas employees will not be obliged to operate a device not treated according to the Customer's duties mentioned above. Such refusal to use the device will not be considered as a breach of a contractual duty.

- 3.6 Commencement of the Services. Securitas is not obliged to start providing the Services before the Customer provides necessary cooperation and before the Customer signs the negotiated contents of the Regulations for duty performance. In case that the regulations are not signed by both parties prior to the agreed time of commencement of provision of services and in spite of that Securitas starts to provide services, then the provision of services is governed by the proposition of Regulations presented to Customer by Securitas until Regulations agreed and signed by both parties become effective.

4 TRANSFER OF EMPLOYEES

- 4.1 Transfer of employees. The Parties declare that the commencement or termination of providing the Services will not result in the transfer of employees, or the transfer of any rights or obligations from the employment relationship, since the commencement or termination of Services shall not mean any transfer of the employer's activities or part of the employer's activities or the transfer of assignments of the employer or their part to another employer. It is exclusively a provision of security services by a contractor. Should the Customer's employees or third-party employees be transferred to Securitas despite the above-stated, or Securitas' employees to the Customer or a third party, the Customer shall a) keep Securitas indemnified against all employee claims (be they those of the Customer or another employer) which arise from the transfer of rights and obligations from their employment relationship to Securitas in connection with the commencement of the Services; b) keep Securitas indemnified against all and any losses incurred by Securitas as a result of the loss of its own employees due to the transfer of such employees to the Customer or a third party. Securitas shall not be responsible towards the Customer or any third parties for any transfer of employees.

5 CUSTOMER'S COMMITMENTS

- 5.1 Sanctioned Ownership. 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 Article 5.1, "ownership" and control" have the meaning given to them in the applicable Sanctions or in any official guidance in relation to such Sanctions.
- 5.2 Sanctioned Activities. 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 Sanctions.

6 SERVICE FEES

- 6.1 Service Fee. The Customer shall pay the Service Fee to Securitas for the provision of the Services in the amount and by means specified in the Agreement.
- 6.2 Service Fee Adjustments. Securitas shall be entitled to adjust the Service Fee during the term of this Agreement upon thirty (30) days written notice to the Customer in case Securitas' costs for the provision of the Services or products increase due to (i) increases in (minimum) wages or labour costs resulting from changes in local laws or regulations (including any union/collective bargaining agreement or local equivalent), increases in other production costs and/or for Technology/Solutions contracts increases in prices from the manufacturer, (ii) changes in insurance premiums and/or (iii) changes in laws, legislation or regulations affecting the costs for the provision of the Services or products. Securitas is also entitled to adjust the Service Fee by a percentage rate of an average inflation in the Czech Republic published by the Czech Statistics Authority (Consumer price index). Securitas shall be entitled to increase the Service Fee by inflation for the entire period since the last Service Fee agreement or since the last unilateral adjustment of the Service Fee by inflation. Securitas will inform the Customer about the change in the cost in writing and in advance.

- 6.3 VAT and other taxes. All sums payable under this Agreement are exclusive of VAT and any other applicable tax or duty, which shall be payable in addition to the specified Service Fees.

7 PAYMENT

- 7.1 Payment of the Service Fee. Customer will be billed, monthly at the end of the respective calendar month. Invoices are payable fourteen (14) days from the date of the invoice, without any setoff, counterclaim, deduction or withholding. By signing the Agreement Customer approves that all invoices will be issued and delivered to him in electronic form via e-mail within the meaning of and under conditions of section 26, subsection 4 of statute no. 235/2004 Coll., and within the meaning of and under conditions of other provisions of this statute. Invoices shall be sent on Customer's e-mail address mentioned in the Agreement. If electronic invoices are not used then the invoices will be sent to the Customer's address mentioned in the Agreement. The Customer's failure to pay any amount when due will be considered a material breach by the Customer. A late charge of 0,05% of the amount due per day will be added to balances not paid within the due date of the invoice. Customer must notify Securitas in writing of any dispute regarding the amount of an invoice within fourteen (14) days from the invoice date, otherwise all disputes will be deemed waived. Customer will bear all costs associated with Company receiving payments due for services rendered under this Agreement. If Securitas must institute suit or collection services to collect amounts owed to Securitas under this Agreement, Customer agrees to pay Securitas' legal fees and other costs of suit or collection.
- 7.2 Suspension. In the event of payment delay, Securitas may suspend the performance of Services rendered under this Agreement, upon five (5) days prior written notice. Securitas is not liable for any damages connected with such suspension or resulting from a loss suffered meanwhile the suspension. Suspension will not release the Customer from any of its obligations under the Agreement.
- 7.3 Immediate Payment. In case of non-payment, Securitas may condition the continued performance of the Services on immediate payment for Services already rendered (whether or not invoiced) and/or for Services to be rendered.

8 LIMITATION OF LIABILITY

- 8.1 Liability for Losses. Securitas' liability for Customer Losses and any other liability under this Agreement shall be limited as set out in this Article 8. Securitas does not assume any liability beyond the scope of statutory liability under the Civil code, its liability is based solely on fault and is not objective (strict) liability. The Customer acknowledges that the Service Fee reflects Securitas' assessment of the risks and exposures based on information provided by the Customer and that the Agreement is conditioned upon the fact that Securitas' liability in this Agreement is limited as provided herein.
- 8.2 Exclusion of indirect and consequential damages. Securitas shall in no event be liable for: loss of actual or anticipated profit; punitive damages any other indirect or consequential damages: purely financial loss, loss of income, loss of goodwill; loss of business or revenue, all whether foreseeable or not, even if Securitas has been advised of the possibility of such losses or damages. Nothing in this Agreement shall exclude or in any way limit Securitas' liability to the extent the same may not be excluded or limited as a matter of applicable law.
- 8.3 Maximum Liability. Notwithstanding anything to the contrary in this Agreement, if Securitas' maximum liability is not expressly set out under the Agreement for Services rendered then Securitas' obligation to indemnify the Customer under this Agreement shall in no event exceed, the total of 25.000.000 CZK. The total extent of the compensation for damage Securitas is liable to pay to Customer is limited to the amount mentioned above while by signing the Agreement the Parties affirm they do not expect existence of a higher loss. If the Customer is not the final beneficiary of Securitas services (i.e. there is a contractual relationship between the Customer and the end customer to whom the Customer delivers services provided by Securitas), then the Customer undertakes to limit its liability under the end customer contract to the same extent as Securitas' liability is limited and ensure the same liability limitation throughout the chain of other potential subcontractors.
- 8.4 Notification Limits for Claims. The Customer shall notify Securitas of any claim arising from the Services in reasonable 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; If the Customer does not provide such notice to Securitas within six (6) months from the occurrence, Securitas shall have no obligation to pay any compensation whatsoever relating to such claim.

9 THIRD PARTY CLAIMS

9.1 Indemnification. The Customer shall indemnify and hold Securitas harmless from and against any Losses Securitas may incur or which may be made against Securitas resulting from third-party claims that Securitas' services, or use, possession or access to Client's materials/equipment/software/premises/IT systems infringes such third-party rights (including, but not limited to, intellectual property rights).

10 INSURANCE

10.1 Insurance. Securitas will, at all times during the term of this Agreement, maintain insurance related to the liability accepted by Securitas under this Agreement, in amounts and on such terms as Securitas, in its sole discretion, decides. The liability insurance coverage held by Securitas will not cover Losses resulting from the Customer's acts or omissions. Securitas will, upon written request by the Customer, supply the Customer with a certificate of insurance evidencing the above stated policies.

11 TERMINATION OF EFFECTIVENESS OF THE AGREEMENT

11.1 For Convenience and Cause. Either party may terminate this Agreement at any time, without cause or penalty, upon three months prior written notice to the other party, in such case the notice period begins the first day of the month following deliverance. Either party may terminate this Agreement by giving not less than ten (10) days notice in writing to the other party if:

- the other party commits a material breach;
- there is 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; or
- the other party becomes insolvent.

11.2 Consequences of Termination. If the Agreement is terminated in accordance with this Article 11, the Customer shall be responsible for payment of all Services rendered up to the termination date in accordance with this Agreement.

11.3 Consequences of Material Breach. If termination of this Agreement is due to Customer's material breach of this Agreement, the Customer shall reimburse Securitas for any loss incurred due to such breach.

11.4 Relating to Sanctions. If it is or becomes unlawful, or contrary to any law, enabling legislation, executive order or regulation in relation to Sanctions, for Securitas to perform any of its obligations under this Agreement, or if the Customer or its direct or indirect owner is added to a Sanctions List: a) Securitas may, in its absolute discretion cease performing its obligations under this Agreement immediately and/or terminate this Agreement; and b) 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 this Agreement.

11.5 Discharge of Performance. Upon termination of this Agreement, Securitas shall be discharged from all further performance under this Agreement and shall be entitled to enter the Site(-s) and recover any equipment, tools, materials, data, software and/or documents (including but not limited to retrieval and/or destruction of electronic documents and data) belonging to Securitas.

11.6 Customer's negligence. If the Customer's negligent acts or omissions cause Securitas to incur any damage, Securitas is entitled to terminate the Agreement with immediate effect and the Customer shall hold Securitas harmless from any property, personal, and/or economic damage and loss caused by such negligence.

12 GROUNDS FOR RELIEF

12.1 Force Majeure. The following circumstances shall be considered as grounds for relief if they delay or impede the performance of this Agreement: any circumstance beyond the reasonable control of a party such as fire, war, mobilization or military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, hi-jacking or an act of terrorism, epidemic, pandemic, shortage of transport, general shortage of materials or personnel, strikes or other industrial disputes and defects or delays in deliveries by sub-contractors caused by any such circumstance as referred to in this Article.

12.2 Notice. The party intending to claim relief under Article 12.1 shall inform the other party without delay on the occurrence and on the cessation of such circumstance.

12.3 Customer's Relief. If grounds for relief prevent the Customer from fulfilling its obligations, the Customer shall reimburse Securitas for costs incurred in securing and protecting the Site(s). The Customer shall also reimburse Securitas for costs incurred for personnel, sub-contractors equipment and tools which, with the consent of the Customer, are held in readiness to resume the Services.

12.4 Termination for Relief. Notwithstanding any other provision of this Agreement, a party shall be entitled to terminate this Agreement and the Services with immediate effect by providing 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 12.1.

13 CONFIDENTIALITY AND DATA PROTECTION

13.1 Confidential information. Each party shall keep confidential and shall not disclose any confidential information of the other party disclosed to it in connection with this Agreement except as required for the purpose of the delivery of Services and performance of any other duties under this 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 the avoidance of doubt Securitas' service plans (the "Security Manual" and/or similar documentation) shall always be considered as confidential information for the purpose of this Article 13 and is protected by intellectual property rights. Neither party will have any duty of confidentiality under this Agreement with respect to information which: (i) is or subsequently becomes publicly available without breach of any obligation under this 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.

13.2 Data Protection. 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 this Agreement. Both parties agree to use any personal information obtained throughout the performance of this 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 this Agreement. In performing its obligations towards the Customer under this Agreement, Securitas will act as data processor in respect of its processing of personal data. Securitas accordingly follows the Customer's instructions as to the processing of personal data and will take such technical and organisational measures as may be necessary to keep such data secure and to process it in accordance with the Customer's requirements. At the request of Securitas, the Customer is obliged to enter into the Data processing agreement (DPA). Securitas' liability under the DPA shall be limited in accordance with Article 8 of these Terms and Conditions unless expressly stated otherwise.

14 INTELLECTUAL PROPERTY RIGHTS

14.1 Customer acknowledgment. Customer acknowledges and agrees that no Securitas IPR will be transferred or acquired under this Agreement.

14.2 Back-office Systems. The Securitas Group and/or its licensors are the exclusive owners of all back-office production systems used for the supply of Services, including monitoring, guard deployment 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. If the Customer is granted access to back-office systems, such access shall be subject to the Customer's acceptance and compliance with applicable end user license agreements.

14.3 Exclusive Ownership of Equipment. Unless otherwise agreed with the Customer, the Securitas Group and/or its licensors are the exclusive

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owners of all hardware and other equipment, tools, and related software and documentation, to be installed at the Customer's Sites for the purposes of receiving Services during the term of the Agreement. The Customer has no right to use or benefit from any such installation or rights after the termination/expiry of the Agreement.

- 14.4 **Software.** In the event that Securitas and the Customer agree that Securitas shall develop certain interfaces or other software or materials for integration of Securitas' and Customer' systems, equipment and tools, the Parties will agree in each individual case on ownership and licences thereto, and where there is no agreement then Securitas shall be the owner of any such interfaces or other integration software or materials, and the Customer will be granted a licence to use it for the purposes of receiving Services during the term of the Agreement.
- 14.5 **Digital services.** For certain Services, the Securitas Group may provide digital services to the Customer. The Customer 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.
- 14.6 **Data.** Without prejudice to clause 13.2. (Data Protection), all worldwide copyright, database right and all other rights in any data or other information collected by or for the Securitas Group or the Customer in the course of provision of the Services shall vest absolutely in the Securitas Group and the Customer shall execute such documents as the Securitas Group may reasonably require for the purpose of vesting such rights in the Securitas Group.
- 14.7 **Trade Marks.** The Securitas Group is the exclusive owner of all trade marks, 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 trade marks, product names and other brand names.
- 14.8 **Use of data.** The Securitas Group is entitled to collect, analyze and use data generated during the performance of the Services for the Customer for its analytical purposes, to improve the Services provided by the Securitas Group or to develop new types of services. With such use, Securitas does not breach the confidentiality obligations under Article 13. The Customer acknowledges and agrees that above mentioned data as well as personal data may be transferred abroad and processed abroad.

15 NON-SOLICITATION

- 15.1 **Non-Solicitation.** The Customer agrees that, during the term of this Agreement and for a period of twelve (12) months after its termination, if it employs, directly or indirectly, any person employed or formerly employed by Securitas who is or was engaged in providing Services under this Agreement, the Customer will pay Securitas 100.000 CZK for each such person employed by the Customer in recognition of the cost incurred by Securitas for the recruitment and training of this employee. The parties acknowledge that this is a legitimate pre-estimate of the costs for Securitas' loss and not a penalty.

16 MISCELLANEOUS

- 16.1 **Independence.** Securitas is an independent contractor. Nothing in this Agreement shall create a partnership or relationship of principal or agent or employer and employees.
- 16.2 **Severability.** If any provision of this Agreement is held to be unenforceable, it shall be modified so 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 this Agreement, and all other terms of this Agreement will remain in full force.
- 16.3 **Order of Precedence.** In the event that the different parts of this Agreement are conflicting, the documents forming part of this Agreement shall prevail in the following order: (i) the Agreement; (ii) these terms and conditions; and (iii) any other documentation attached hereto.
- 16.4 **Notices.** All notices to be delivered under this 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.

- 16.5 **Assignment.** Neither party will assign this Agreement without the other party's written consent, which shall not be unreasonably withheld. However, Securitas may assign this Agreement at any time to any of its affiliates, subsidiaries or successors.
- 16.6 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements and correspondence, oral or written, between Securitas and the Customer. Any representations, promises or agreements not embodied in this Agreement will not be enforceable.
- 16.7 **Changes and amendments.** All changes and amendments to this Agreement, or any part hereof, will be binding on either party only if approved in writing by an authorized representative of that party.
- 16.8 **Survival.** This Agreement shall terminate by expiry or by termination of the Agreement in accordance with its terms. Articles that by their wording have effect after the termination shall continue to apply between the parties according to the terms of that Article.

17 GOVERNING LAW AND JURISDICTION.

- 17.1 **Law and Disputes.** This Agreement will be governed by and construed solely in accordance with the laws of the Czech Republic without reference to its rules of conflicts of laws. The parties hereby submit to the exclusive jurisdiction of the courts of such country. All terms in this Agreement are only intended to apply to the maximum extent permitted by applicable law. The court having local jurisdiction shall be in the sense of § 89a of the Act No. 99/1963 of Coll. the general jurisdiction court of Securitas. For the extrajudicial resolution of disputes with consumers arising from agreements entered into between SECURITAS and customers who are in the role of consumers, the competent authority under Act No. 634/1992 Coll., On protection of consumers, is the Czech Trade Inspection with its registered office at Štěpánská 567/15, 120 00 Prague 2, company Id. No.: 000 20 869, internet address: <http://www.coi.cz>

These General Business Terms are effective as of 23 June 2023.

In Prague on 23 June 2023

SECURITAS ČR s.r.o.

Pavel Adamovský, executive director