

SECURITAS SECURITY SOLUTION AGREEMENT

Customer Name: Physical Address: Billing Address: Telephone: VAT No/ Co. Reg No / ID No: Customer Contact Person (name): Customer Contact Email & Telephone No:	
Services	Relevant Section
<input type="checkbox"/> Static Guarding Services	Section A & B
<input type="checkbox"/> Mobile Services	Section A & B
<input type="checkbox"/> Monitoring Services	Section A & D
<input type="checkbox"/> Technology / Electronic security Services	Section A & C
<input type="checkbox"/> Maintenance Services	Section A & B
<input type="checkbox"/> Technical Services	Section A, D & E
List of Contents	
Section A. Securitas General Terms & Conditions Section B. Static Guarding/Maintenance Services Section C. Electronic Security Section D. Monitoring Section E. Technical Services	Annexures: i. Annexure A: Guarding Scope of Work ii. Annexure B: Bill of Quantities iii. Annexure C: Service Fees
Customer is required to select the relevant service(s) and provisions only for the selected services would be applicable and are to be read.	
Term/Duration	The Agreement shall commence on the _____ and shall, subject to termination as set out in article 11 of Section A below, continue to run for a term of three (3) years from the Effective Date and thereafter be automatically renewed for consecutive one (1) year periods until terminated by either party in writing at least three (3) months prior to the end of the anniversary of the effective Date.
Effective Date	_____
Service Fee excluding VAT	<input type="checkbox"/> Per month <input type="checkbox"/> Lump sum payment See Annexure C: Service Fees
Payment terms	<input checked="" type="checkbox"/> Annually in advance <input type="checkbox"/> Half-yearly in advance <input type="checkbox"/> Quarterly in advance <input type="checkbox"/> Monthly
Signature and Company stamp of Securitas Security Services (Hong Kong) Limited: Date Signed:	Full name of Signatory and Designation: _____ Guru Balasubramaniam, Country President
The undersigned hereby confirm our order in accordance with this offer and the terms set out herein (the “ Agreement ”).	
Place: Hong Kong	

Signature and Company stamp of Customer:

Customer name

Date Signed:

Full name of Signatory and Designation:

SECTION A – GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1. **“Agreement”** means these terms and conditions, the Cover Page and any annexures or attachments hereto, including any Scope of Work.
2. **“Cover Page”** means the cover page to which these terms and conditions are attached.
3. **“Customer”** means the Customer specified in the Cover Page.
4. **“Data Subject”** means the person to whom Personal Information relates.
5. **“Effective Date”** means the date specified in the Cover Page.
6. **“Escalation Rate”** means [6.5%] per annum compounded annually, provided that if the repo rate moves above 7.5%, then for such period/s that it is above 7.5% the escalation rate will be the same as the repo rate.
7. **“In writing”** or **“written document”** shall include any written communication which has been signed by a person authorised to represent the party making the communication, including, but not limited to printed documents, facsimiles, e-mails and other electronic means of communication.
8. **“Loss/Losses”** means, to the extent permitted by applicable law, all losses, claims, 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.
9. **“Operator”** means a person who Processes Personal Information for a Responsible Party in terms of a contract or mandate, without coming under the direct authority of that party.
10. **“Personal Information”** information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person; (b) information relating to the education or the medical, financial, criminal or employment history of the person; (c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person; (d) the biometric information of the person; (e) the personal opinions, views or preferences of the person; (f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; (g) the views or opinions of another individual about the person; and (h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.
11. **“Process”** means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including (a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use; (b) dissemination by means of transmission, distribution or making available in any other form; or (c) merging, linking, as well as restriction, degradation, erasure or destruction of information.
12. **“Responsible Party”** means the Customer, which, alone or in conjunction with others, determines the purpose of and means for Processing Personal Information.
13. **“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 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.
14. **“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.

15. **"Scope of Work"** means the specification of the Services provided by Securitas to the Customer under this Agreement, incorporated into this Agreement by reference, and attached hereto as Annexure A.
16. **"Service Fee"** means Securitas' charges to the Customer for the provision of the Services, as set out in the Scope of Work 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.
17. **"Services"** means the services to be provided by Securitas under this Agreement, as specified in the Scope of Work.
18. **"Securitas"** means the Securitas company specified in the Cover Page.
19. **"Site (-s)"** means such premises at which the Services are to be performed, as specified in the Scope of Work
20. **"Start Date"** means the date when the services commence and for which Securitas is entitled to charge.
21. **"Working Days"** means any day other than a Saturday, Sunday or statutory public holiday.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement shall commence upon the Effective Date and shall, subject to termination per article 11, continue to run for the Term as stated in the Scope of Work (Annexure A) and thereafter be automatically renewed for consecutive one (1) year periods until terminated by either party, in writing, at least ninety (90) days prior to end of the anniversary of the Effective Date. If any Services are provided prior to the Effective Date, this Agreement shall apply to such Services.

3. SCOPE AND PERFORMANCE OF SERVICES

- 3.1 Purpose. The purpose of these security services is to act as a deterrent to crime and the loss of the Customer's assets. Securitas does not warrant or guarantee that it or its services, personnel or equipment will be able to minimize or prevent any such loss of damage to the Customer. The services and equipment provided in terms of this Agreement are not intended as an alternative or supplement to any insurance to the benefit of the Customer.
- 3.2 Service and Equipment. Securitas agrees to provide the Services to the Customer under the specific terms set out in this Agreement. Subject to article 15, 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.
- 3.3 Instructions by the Customer. Subject to article 3.4 below, Securitas shall not be obliged to follow any instructions of the Customer other than those specified in the Scope of Work. If, in the performance of the Services, the Customer gives instructions in writing which are outside the Scope of Work and 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.
- 3.4 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 to Securitas 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 below. Pending agreement, Services are to be provided and paid for as in the unamended Agreement.

- 3.5 Personnel. Personnel providing the services are Securitas employees and/or sub-contractors hired by Securitas. Securitas shall have the right to change personnel assigned for the Services at any time. The Customer shall be entitled to request changes to Securitas personnel. Such request shall be in writing and shall provide reasons for the requested change. Securitas shall, in its sole discretion evaluate such request and determine any actions to be taken based upon the request. Such written requests for change must be submitted along with supporting documentation and/or evidence necessitating such change. Securitas in its sole discretion will determine any actions to be taken based upon such a request. Upon receipt of a request for change, Securitas shall have 10 days to respond to such request or act on the request such as reassigning the staff member or giving the staff member 30 days improvement notice. Notwithstanding the above, if in the Customer's reasonable opinion, the misconduct of a person engaged in providing the Contracted Services is of serious nature, Securitas will immediately remove that person from the relevant site pending further investigation by Securitas. If Securitas is not able to substantiate a finding of misconduct, or serious misconduct that would warrant dismissal or reassigning, and the Customer still believes the person is an unacceptable person and not suitable for the provision of the Contracted Services, the Customer shall be responsible for all offboarding costs of the Securitas staff, including but not limited to payment of minimum notice periods under relevant legislative instruments or industrial award. If the Customer does not agree with Securitas' decision, the matter shall be resolved through mutual discussions within 15 days.
- 3.6 Reduction of Personnel. The Customer shall provide Securitas with a written notice of at least thirty (30) days in advance of any intended reduction in the number of personnel. The notice must include the specific reasons for the reduction, the number of personnel to be reduced, and the proposed effective date of the reduction. Upon receipt of the notice, Securitas shall evaluate the request and provide a written response within fifteen (15) Working Days from the date of receipt of notice. If Securitas agrees to the reduction, the parties shall mutually agree on the effective date and any necessary adjustments to the Service Fee. Any changes to the Service Fee shall be documented in a revised schedule provided by Securitas. Should the Customer wish to reinstate personnel following a reduction, the Customer must provide Securitas with at least thirty (30) days' written notice. Reinstatement of personnel shall be subject to availability and may require adjustments to the Service Fee.
- 3.7 Subcontractors. 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 this Agreement.
- 3.8 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 Scope of Work, Securitas is not engaged as a security consultant. Securitas makes no representation, express or implied, that its Services will prevent any loss or damage.

4. CUSTOMER'S OBLIGATIONS

- 4.1 Cooperation. The Customer shall at all times cooperate with Securitas to enable Securitas to provide the Services under conditions that are deemed best in class for the industry in which the Customer operates given the location of the Site (-s). 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.
- 4.2 Accurate Scope of Work. The Customer is responsible for ensuring that the Scope of Work is complete and accurate.
- 4.3 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.
- 4.4 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. Customer shall not dispose of or use Securitas' Materials other than in accordance with Securitas' written instructions or authorization.

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 as specified in the Scope of Work.
- 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 increase due to:
- 6.2.1. Increase in minimum wages or labour costs resulting from changes in local laws or regulations (including collective union/collective bargain agreement or local equivalent).
- 6.2.2. Increase in production costs or costs related to any equipment, tools, software, other services provided etc. and/or increase in prices from the manufacturer.
- 6.2.3. Changes in insurance premiums.
- 6.2.4. Changes in legislation or regulations relating to the Services.
- 6.2.5. Inflation.
- 6.3. The Customer agrees that, in the event of an adjustment in the minimum wage being announced by the [country name] Government then that percentage (%) of increment shall be passed on the Customer's invoice(s) by Securitas, effective on the same date that the increase takes effect. Securitas will make every effort to give advance notice of any rate adjustment to the Customer but this shall be dependent on when the Government publishes the law specifying such minimum wage increases and the legal date of effect.
- 6.4. In case the Customer does not accept the adjustment of the Service fee according to the provisions of this Article in writing signed by the Customer's authorized representative at least ten (10) days in advance from the intended date of such adjustment, Securitas has the right to terminate this Agreement according to the provisions of Article 11 of this Agreement.
- 6.5. 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.
- 6.6. Where implementation of any new or additional taxes or changes to taxes applicable to the Service Fee results in any increase or decrease or change in the amount of taxes due during the term of this Agreement, the parties shall mutually discuss and agree upon revisions or changes to payment, accounting or invoicing procedures which may be necessary to meet such new or changed tax requirements. In no case shall these revisions or changes affect the net amount of Service Fee due to Securitas under this Agreement.
- 6.7 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. The Customer shall pay the Service Fee specified in Annexure B to Securitas for the provision of the Services (including but not limited to additional Service Fee specified for additional hours of service and additional personnel). Invoices are payable within twenty-five (25) days from the date of the invoice, without any setoff, counterclaim, deduction, or withholding, to the remittance address on the invoice. The Customer's failure to pay any amount when due will be considered a material breach by the Customer. A late charge of 2% per month for interest. Customer must notify Securitas in writing of any dispute regarding the amount of an invoice within twenty-five (25) days from the invoice date, otherwise all disputes will be deemed waived. Customer will bear all costs associated with Securitas receiving payments due for services rendered under this Agreement. If Securitas must initiate legal proceedings or collection services to collect amounts owed to Securitas under this Agreement, Customer agrees to pay Securitas' legal fees and other costs associated with the initiation of legal proceedings or collection services.
- 7.2. Suspension. In the event of payment delay, Securitas may suspend the performance of Services rendered under this Agreement, upon ten (10) days prior written notice. Suspension will not release the Customer from any of its obligations under the Agreement.
- 7.3. Immediate Cash Payment. In case of non-payment, Securitas may condition the continued performance of the Services on immediate cash payment for Services already rendered (whether invoiced or not) 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. 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 and the Scope of Work 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 loss of 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, Securitas' maximum aggregate liability to the Customer for all and any claims during the term of this Agreement shall be limited to and shall not exceed the total of either 20% (twenty) of the total monthly fee payable or HK\$10,000 (Ten Thousand) whichever is the lesser. If the maximum liability is set out under a Scope of Work for Services rendered, then the maximum liability set out in the Scope of Work will prevail for those Services rendered.
- 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 the thirty (30) day period from the occurrence, Securitas shall have no obligation to make any payment 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, which Securitas may incur or which may be made against Securitas by any third party as a result of or in connection with the performance of the Services under this Agreement unless such Losses arise from any negligent act or omission on the part of Securitas, its employees, agents or subcontractors.

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

- 11.1 For Convenience. Either party may terminate this agreement for convenience by giving ninety (90) days' written notice in advance.
- 11.2 For Cause. Either party may terminate this Agreement by giving not less than sixty (60) days' notice in writing to the other party if:
- 11.2.1 the other party commits a material breach which is incapable of being remedied.
 - 11.2.2 the other party commits a material breach and fails to remedy the breach within a reasonable time after receiving written notice to do so; or
 - 11.2.3 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
 - 11.2.4 the other party becomes insolvent; or
 - 11.2.5 the other party is placed under business rescue or liquidation proceedings are instituted.
- 11.3. Termination by Securitas. Securitas may terminate this Agreement by giving not less than sixty (60) days' notice in writing to the Customer if:
- 10.3.1. the Customer's directors, officers, staff or sub-contractors commit any offence or do any act or fail to do any act which in the reasonable opinion of Securitas is of such a nature as to be likely to harm Securitas' reputation or affect the capacity of Securitas to discharge its obligations under this Agreement.
 - 10.3.2. the Customer breaches any applicable work, health, and safety law (depending on the applicable jurisdiction) due to which Securitas is of the view that the health and safety of its employees is at risk.

10.3.3.the Customer does not agree to the Service Fee Adjustments according to the provisions of Article 7.

- 11.4. Consequences of Termination. If the Agreement is terminated in accordance with this Article 11 above, the Customer shall be responsible for payment of all Services rendered up to the termination date in accordance with this Agreement.
- 11.5. 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.
- 11.6. 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:
- 11.6.1. Securitas may, in its absolute discretion cease performing its obligations under this Agreement immediately and/or terminate this Agreement; and
- 11.6.2. 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 in accordance with Article **Error! Reference source not found.** above.
- 11.7. 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.
- 11.8. 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.

(11.8.1. is only applicable in case of installation)

11.8.1. Early Termination Penalties. Due to the capital expenditure borne by Securitas to acquire, install and commission at the site the new electronic security systems described (**ANNEXURE A and B**), in case of an early termination initiated by the Customer, Securitas shall be entitled to receive the following fees (one lump sum) to proceed with the contract termination:

Early termination date	Corresponding Penalty Fee
Between (1 st month) and (12 th month)	(100% of the balance of the total service fee)
Between (13 th month) and (24 th month)	(100% of the balance of the total service fee)
Between (26 th month) and (thereafter)	(100% of the balance of the total service fee)

12. SITE ACCESS

- 12.1 Customer hereby authorizes Securitas and its representatives to enter your Site (-s) for the purpose of this Agreement. Customer warrants that each of its Site (-s) is a safe place to work and is free of harmful materials, infections or building diseases. Customer undertakes to obtain all necessary licenses, permissions and consents which may be required for Securitas prior to the Commencement Date.

13. GROUNDS FOR RELIEF

- 13.1 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 including but not limited to 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.
- 13.2 Notice. The party intending to claim relief under article 13.1 shall inform the other party without delay on the occurrence and on the cessation of such circumstance.
- 13.3 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.

- 13.4 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 13.1.

14 CONFIDENTIALITY AND DATA PROTECTION

- 14.1 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 14 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.
- 14.2 Data Protection. The parties acknowledge that access and distribution of Personal Information may be necessary for the performing their respective obligations under this Agreement, including but not limited to Securitas' proper performance of the Services as set out in this Agreement. Both parties authorise and expressly consent to the collection, use, storage and/or any other Processing of any Personal Information obtained throughout the performance of this Agreement. Each party undertakes to provide, collect, use, store or otherwise Process the other party's personal information with care, in keeping with all applicable, rules and regulations and only for the purpose of performing their obligations as set out in this Agreement. The parties agree that, in performing its obligations under this Agreement and its Processing of any Personal Information in this regard, including but not limited to as part of the Services, Securitas will act as an Operator, with the Customer being the Responsible Party. Securitas accordingly follows the Customer's instructions as to the Processing of Personal Information and will take such technical and organisational measures as may be reasonably necessary to keep such Personal Information secure and to Process it in accordance with the Customer's requirements.
- 14.3 The Customer understands, agrees and expressly consents that the Personal Information disclosed to and processed by Securitas pursuant to this Agreement, may, from time to time, be shared with third parties who process data on behalf of Securitas as set out in Annexure C and as notified by Securitas to the Customer from time to time and further, accepts and expressly consents to certain Personal Information being transferred and Processed outside of *Hong Kong* in appropriate circumstances.
- 14.4 The Customer warrants that it shall procure and maintain all relevant consents from any Data Subjects as required by applicable laws as may be required for Securitas to Process their Personal Information as an Operator under this Agreement. In addition to and without limiting any other indemnity under this Agreement, the Customer hereby indemnifies and holds Securitas harmless from any and all claims, losses, costs, expenses and damage, as well as penalties and fines actually incurred by or levied against Securitas which arise from the Customer's failure to (i) procure such consents; and/or (ii) comply with the provisions of this article 14.2 (Data Protection) and any relevant data protection legislation.
- 14.5 Both parties agree that in the event of a breach, threatened breach, violation, or evasion of the terms of this article 14, immediate and irreparable injury shall occur to Securitas and/or its Affiliates, that such injury may be impossible to measure or remedy in monetary damages, and the Company and/or the Affiliates shall be authorized to seek all equitable remedies, including injunctive relief or specific performance, in addition to any other legal or equitable remedies that may be available under this Agreement and/or at law.
- #### **15. INTELLECTUAL PROPERTY RIGHTS (IPR)**
- 15.1 Customer acknowledgment. Customer acknowledges and agrees that no Securitas IPR will be transferred or acquired under this Agreement.

- 15.2 Back-office Systems. Securitas 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.
- 15.3 Exclusive Ownership of Equipment. Unless otherwise agreed with the Customer, Securitas and/or its licensors are the exclusive 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.
- 15.4 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. 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.
- 15.5 Reporting Tool Applications. For certain Services, Securitas may provide certain reporting tool applications for use e.g. mobile devices. The Customer is hereby granted a non-exclusive licence to use any such reporting tool applications, limited to use for the purpose of receiving Services during the term of the Agreement.
- 15.6 Data. Without prejudice to article 14.2 (Data Protection), all worldwide copyright, database right and all other rights in any data or other information collected by or for Securitas or the Customer in the course of provision of the Services shall vest absolutely in Securitas and the Customer shall execute such documents as Securitas may reasonably require for the purpose of vesting such rights in Securitas. The Customer shall be entitled to access that data which has not been destroyed by Securitas, in its sole discretion, by giving Securitas 7 (seven) days' notice to Securitas requesting access to the data.
- 15.7 Trademarks. Securitas is 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.
- 15.8 Both parties agree that in the event of a breach, threatened breach, violation, or evasion of the terms of this article 15, immediate and irreparable injury shall occur to Securitas and/or its Affiliates, that such injury may be impossible to measure or remedy in monetary damages, and the Company and/or the Affiliates shall be authorized to seek all equitable remedies, including injunctive relief or specific performance, in addition to any other legal or equitable remedies that may be available under this Agreement and/or at law.
- 16 NON-SOLICITATION**
- 16.1 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 two months current salary 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.
- 17 MISCELLANEOUS**
- 17.1 Independence. Securitas is an independent contractor. Nothing in this Agreement shall create a partnership or relationship of principal or agent or employer and employees.
- 17.2 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.
- 17.3 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) these terms and conditions (with the exception of article on Maximum Liability, where the Scope of Work will prevail); (ii) the cover page of this Agreement; (iii) the Scope of Work; and (iv) any other documentation attached hereto.
- 17.4 Notices. All notices to be delivered under this Agreement shall be in writing and made by courier, email, overnight mail, addressed to the other party at its address set forth in the Cover Page 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 email, then within 4 hours of transmission during normal working hours or within 9 hours of the beginning of the next Working Day if transmitted outside those business hours.

- 17.5 Assignment. Customer will not cede or assign this Agreement without Securitas' prior written consent, which consent shall not be unreasonably withheld. Securitas may cede or assign this Agreement at any time to any of its affiliates, subsidiaries or successors. Securitas undertakes to give notice to Customer of such cession / assignment.
- 17.6 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 promise or agreements not embodied in this Agreement will not be enforceable.
- 17.7 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.
- 17.8 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.
- 17.9 Waiver. Failure of a Party to insist upon the strict and punctual performance of any provision hereof shall not constitute waiver of or estoppel against asserting the right to require such performance, nor should a waiver or estoppel in one case constitute a waiver or estoppel with respect to a later breach, whether of similar nature or otherwise.

18. LAW AND DISPUTES

This Agreement will be governed by and construed solely in accordance with the laws of Hong Kong, 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.

19. DISPUTE RESOLUTION

Any dispute arising in connection with the interpretation and performance of the provisions of this Agreement shall be resolved by the Parties in good faith through negotiations.

SECTION B – STATIC GUARDING / MANPOWER / MAINTENANCE SERVICES

20. SECURITAS RESPONSIBILITIES

- 20.1 Securitas will carry out the Services at the Site in accordance with written agreed Site instructions set out in Scope of Work and any changes agreed upon in writing.
- 20.2 Securitas will ensure that Securitas security officers and other staff wear standard uniform and, if required, offer bespoke uniforms subject to the Customer paying the extra costs involved.

21. CUSTOMER'S RESPONSIBILITIES

- 21.1 The Customer shall promptly provide Securitas with any information which Securitas reasonably requires to enable Securitas to proceed without interruption with the performance of this Agreement.
- 21.2 The Customer shall afford Securitas security officers and Securitas authorised personnel full and safe access to the Site. The Customer shall ensure that Securitas is granted access free of charge to parking spaces, sanitary areas, electricity, changing facilities for personnel, and that personnel can consume food and drink they have brought with them and, if necessary, also aids such as ladders, scaffolding or lifting devices, which are required in order for Securitas to carry out its undertakings.
- 21.3 The Customer is responsible for the provision to Securitas of any site-specific requirements and training at its own expense. Securitas is entitled to charge the Customer for participation by Securitas' personnel in training courses and any safety screenings.
- 21.4 The Customer shall keep keys in lock boxes in close connection to the Site unless the Agreement includes key keeping by Securitas in accordance with the Securitas applicable price list. By agreement on key keeping with Securitas, the keys will be kept in accordance with Securitas established routines. Keys are destroyed unless collected by the Customer within three months following expiry or termination of the agreement.
- 21.5 The Customer hereby grants Securitas access through a locksmith engaged at the Customer's expense in case the Customer has provided wrong or incomplete keys.

21.6 Keys shall be delivered to or collected at Securitas' office. Transportation of keys are debited equal to at least one hour's work during normal business hours.

22. RECORD

22.1 Securitas shall hold the documentation and records which relate to the Services (such as the daily occurrence books, patrol records, incident reports, visit record or any other records ("Records")) for 3 years from the date of their creation.

22.2 After 3 years from the date of creation, Securitas may destroy Records. No liability is accepted by Securitas for any Records which have been destroyed.

23. DISPOSAL OF SITE

23.1 The Customer undertakes to inform Securitas immediately if the Site or part of the Site is disposed of, which shall no longer be covered by this Agreement. If Securitas has performed work at such part of the Site before having received such notice, the Customer shall bear the costs of such Services, including any and all costs associated with the lack of notice, unless these are approved and borne by the new owner.

24. WARRANTY AND LIABILITY

24.1 Securitas warrants that the Services will be carried out with reasonable skill and care. Securitas provides no other warranty with respect to the services.

24.2 The Customer shall notify Securitas of any warranty 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 such thirty (30) days from the occurrence, Securitas shall have no obligation to re-perform the Services. Securitas shall have no obligation to pay any compensation whatsoever relating to such claim.

24.3 Securitas annual maximum aggregate liability to the Customer for all and any claims during the term of this Agreement shall be limited as per article 8 Limitation of Liability.

SECTION C – TECHNOLOGY / ELECTRONIC SECURITY SERVICE

25. DELIVERY AND INSTALLATION

25.1 Securitas will install the security system at the Site in accordance with the equipment schedule set out in the Scope of Work and any changes agreed upon in writing. Installation shall be deemed completed on the date determined by the Securitas Project Manager.

25.2 A demonstration for the system operator(s) designated by the Customer is included at delivery of the security system. The Customer is responsible for ensuring that supplied operating and maintenance instructions are complied with by all individuals who have access to the Site where the security system is located.

25.3 Securitas is entitled to charge the Customer the full agreed Service Fee as from the completion of the installation of the security system. If the installation of the security system is delayed due to circumstances for which the Customer is responsible, Securitas is entitled to start charging as from when installation otherwise would have been completed as determined by the Securitas Project Manager.

25.4 If the delivery of the security system is delayed due to circumstances for which Securitas is not responsible, Securitas has the right to charge the Customer for any additional costs incurred by Securitas as a result of such delay.

26. MODIFICATIONS TO THE SECURITY SYSTEM

26.1 The Customer is not entitled to make modifications or additions to, or to carry out other work in, the security system. Modifications and additions shall be carried out by Securitas. The Customer is responsible for ensuring that any rebuilding or changes at the Site do not disturb or affect the functioning of the security system.

26.2 Securitas is entitled from time to time to replace equipment as regards manufacturer and/or model to an equivalent standard from another manufacturer and/or model, provided that this does not affect the quality of the service or is otherwise detrimental to the Customer.

27. RIGHT OF OWNERSHIP AND DISPOSAL

27.1 The supplied security system is and remains the property of Securitas, and the Customer does not acquire any right of ownership to the security system as a result of this Agreement.

- 27.2 The Customer may not transfer, mortgage or otherwise utilize the security system or any part thereof in such a way that Securitas' right of ownership or other rights to the security system are jeopardized in any respect.
- 27.3 The Customer is not entitled, without Securitas' written consent, to move the security system from the place of operation specified in the Agreement.
- 27.4 The security system may not be incorporated with the Customer's or another party's fixed property, such that it may be considered an accessory to such property.
- 27.5 The security system shall be deactivated and/or returned, as determined by Securitas, at the end of the term of the Agreement. Securitas shall be responsible for dismantling the security system. In no circumstances may the Customer tamper with or attempt to dismantle the security system.
- 27.6 Securitas shall be entitled to put up a sign at the Site (s) stating that the security system belongs to Securitas.

28. TECHNICAL AUDIT, MAINTENANCE AND SERVICE

- 28.1 Securitas is responsible for technical audit, maintenance, and repair of the security system subject to the conditions set out below. All repair and maintenance work will be carried out during Securitas' regular working hours, unless otherwise agreed between the Customer and Securitas.
- 28.2 The following are not included in the agreed Service Fee, but are carried out by Securitas against a separate charge in accordance with Securitas' list applicable at the time:
 - 28.2.1 Service measures or the rectification of faults or any defects in the security system caused by burglary, vandalism, fire or water damage, natural disaster, lightning, incorrect voltage or other external influence such as trees, bushes or other items that may disrupt the security system's operation or function.
 - 28.2.2 Loss of or damage to the security system caused by moving, rebuilding, incorrect handling or repair not carried out by Securitas or disregarding of Securitas' instructions as regards to the care of the security system.
 - 28.2.3 Loss of or damage to the security system caused by equipment other than that which is included in the security system, modification of the security system or other work carried out by a party other than Securitas or by one of Securitas' approved partners.
 - 28.2.4 Equipment, work and travel when replacing rechargeable accumulators and other consumables.
 - 28.2.5 Cleaning or replacement of fire alarm detectors.
 - 28.2.6 Testing of external control or function not provided by Securitas.
 - 28.2.7 Retrieval of data from Site.
- 28.3 In the event that there is a fault with the system, Securitas will use its best endeavours to ensure that any faults are rectified within a reasonable period of time or within the time periods as specified in the SOW.
- 28.4 In the event of repeated operational disruptions or error messages, Securitas is entitled, when necessary, to disconnect the security system or parts thereof and to carry out a reasonable test period. During this test period, callouts or other actions are normally not performed. The Customer shall be notified prior to any such disconnection.
- 28.5 Securitas will store images, other information received through the system and alarm signal records for a period of time in line with statutory requirements. After this period has elapsed, Securitas shall destroy the information in accordance with the provisions of the Protection of Personal Information Act.

29. CUSTOMER'S UNDERTAKINGS

- 29.1 The Customer is responsible for taking proper care of the security system and to ensure that it is kept in good and full working order and that it is not exposed to any damage, normal wear and tear excluded.
- 29.2 The Customer is obliged to ensure that the Sites are properly illuminated for the optimal functioning of the Equipment and that any CCTV cameras have an unobstructed view of the area for which they are intended. The Customer shall therefore trim any vegetation and remove any items that may obscure the visibility of the CCTV cameras or the detection areas of the motion sensors.
- 29.3 The Customer undertakes to provide Securitas' personnel with access to premises, site and system for the fulfilment of Securitas' undertakings under the Agreement. Securitas is entitled at any time during the term of the Agreement, to audit the security system and the use of licenses.
- 29.4 The Customer is responsible for ensuring that lifting devices and other equipment, and the workplace in general, satisfy the requirements according to applicable working environment legislation.

- 29.5 The Customer shall ensure that Securitas is granted access free of charge to parking spaces, sanitary areas, electricity, changing facilities for personnel, and that personnel can consume food and drink they have brought with them and, if necessary, also aids such as ladders, scaffolding or lifting devices, which are required in order for Securitas to carry out its undertakings.
- 29.6 Preparatory work that is to be carried out by the Customer shall be carried out in accordance with Securitas' instructions. Such work shall be completed by the time the installation process is to start, and on completion the Customer shall hand over drawings and other information regarding the work to Securitas.
- 29.7 The Customer shall be responsible for the costs of any construction and repair work to buildings and existing property that may be required as a result of the installation, maintenance, repair or dismantling of the security system.
- 29.8 The Customer shall provide correct information on the scope and implications of the Agreement to personnel and any tenants and other persons affected by the Agreement.
- 29.9 Securitas may request that the Customer modifies the Customer's Site (s) in order to enable the effective functioning of the security system and to avoid any repeated false alarms. The cost of such modifications shall be borne by the Customer and shall be affected within a reasonable time following receipt of such request by Securitas.
- 29.10 The Customer is responsible for obtaining and maintaining all third-party communication services used for communication between the security system at the Customer's Site and Securitas. Securitas shall not be responsible for any failures caused by third party communication services.
- 29.11 In the event that the Customer fails to fulfil any of its undertakings in this section, Securitas shall be entitled to compensation for any additional costs as a result thereof.
- 29.12 The Customer hereby acknowledges that upon termination of this Agreement Securitas will remove the Equipment and infrastructure from the Site (s). The Customer hereby acknowledges that there may be damage caused to the Site (s) as a result of such removal. Securitas will not be responsible for the repair of or the cost of repair of any such reasonable damage to the Site (s).

30. INSURANCE AND LIABILITY

- 30.1 The Customer is responsible for taking out satisfactory interruption and additional insurances, including but not limited to insurances against fire, burglary and water damage.
- 30.2 If the security system is damaged or lost and the loss or damage is covered by insurance proceeds, all such proceeds shall belong to Securitas without restrictions.
- 30.3 The Customer is liable for loss of or damage to the security system which is not compensated by the Customer's insurance.

SECTION D - MONITORING

31. ACTION INSTRUCTION

- 31.1 The Customer shall provide Securitas with information on how alarm signals received shall be handled, through a written action instruction and list of contact persons. The Customer is responsible for keeping these documents up to date. If the Customer has not provided Securitas with an action instruction, Securitas has the right, but not the obligation, to take such actions at the Customer's expense as Securitas deems are proportionate to the alarm.
- 31.2 Recording of alarms, messages or tuning in of signal codes shall be made in consultation with Securitas. If alarms or messages shall be submitted to the Customer according to the Customer's own call list, such list shall be provided to Securitas at least two weeks before the start date of such services.
- 31.3 Securitas is entitled to charge a special fee for each alarm signal or message received and for each subsequent action taken, which is not included within the scope of Agreement or applicable action instruction.
- 31.4 Securitas' call out services will only start when Securitas has received the Customer's written action instruction and access to keys. In the event of a new installation, moving or modification of the alarm system, Securitas shall be entitled to perform a test on the system.

32. HANDLING OF ALARMS

- 32.1 Securitas has the right, upon notice to the Customer, to temporarily to cease submitting alarms to call-out in the case of repeated false alarms until the required remediation action/service has taken place. Repeated false alarms shall be deemed to be three or more alarms within a 24-hour period.

- 32.2 If it is likely that an alarm or picture/video has been sent due to external factors such as weather, changes in the external or internal environment, or anything else for which the Customer is responsible such as incorrect handling, Securitas is entitled to charge a separate fee for any action taken.
- 32.3 The Customer shall at its own expense ensure that the security system is in good working order and that it is maintained so that false alarms are not sent, and, in case of transmission of pictures/video, that poor visual quality and inaccurate transmission of pictures/video does not occur.
- 32.4 If the alarm cause cannot be verified at Securitas Alarm Receiving Centre when picture/video is used for alarm verification, Securitas has the right to take such action that Securitas deems required due to the alarm, for example to send guards to check the Site at the Customer's expense, unless other action follows from the action instruction.

33. ALARM RECEPTION WITH POSITIONING (GPS)

- 33.1 For the service Securitas Personal Alarm, technical equipment including SIM cards supplied by Securitas during the Agreement term, shall be included in addition to alarm reception and submitting. Such supplied technical equipment including SIM cards are the property of Securitas and shall be returned at the end of the Agreement term, unless otherwise agreed. The Customer bears any costs connected with the return.
- 33.2 The supplied SIM card may only be used for alarms sent from the supplied unit. Securitas has the right to charge the Customer for any communication fees incurred by any other use.
- 33.3 The Customer is responsible for loss of or damage to supplied equipment owned by Securitas, irrespective of cause.

SECTION E- SPECIAL PROVISIONS FOR SUPPLIED TECHNICAL SECURITY SYSTEM IN COMBINATION WITH GUARDING SERVICES

34. GENERAL

- 34.1 These Special Conditions of Contract and the Securitas General Conditions of Contract (A) shall apply to the equipment related to services provided by Securitas and owned by Securitas and to the relating offers and agreements. In this context, Securitas refers to Securitas _____ that is party to the Service Contract or supplies the services or the relating equipment, or to whom the claim based thereon is presented.
- 34.2 The scope of the supplied System is set out in the equipment specification (the "Specifications") forming part of the Scope of Work, which is an appendix to the Agreement and form an integral part thereof.

35. DELIVERY TERMS

- 35.1 When delivering the System, a demonstration will be included for the System operator(s) designated by the Customer. The Customer is responsible for ensuring that the supplied operating and maintenance instructions are followed. The Customer is also responsible for ensuring that other individuals who have access to the premises receive the required operating and maintenance instructions.

36. SERVICE FEE

- 36.1 Securitas is entitled to charge the Customer the full agreed Service Fee or to start recurring invoicing (or proportional remuneration in relation to the degree of completion) as soon as Securitas has installed the System that is required for the completion of the surveillance task according to the Agreement and the respective Scope of Work.

37. DELAYS

- 37.1 If a specific date has been determined as the day for commencement of the assignment, and the Customer suffers damage due to delayed commencement for a reason attributable to Securitas, Securitas shall pay 0.5% of the agreed annual fee payable for the Service at the site by way of liquidated damages for each full week of delay, however, not exceeding 3% of the agreed annual service fee. If the Customer is entitled to receive the above-mentioned maximum liquidated damages, and the Equipment has not been placed at the Customer's disposal for a reason attributable to Securitas, the Customer shall be entitled to terminate the contract and claim compensation for the direct damage suffered by the Customer due to the termination of the Contract up to a maximum of 5% of the agreed annual fee payable for the Service at the site. Securitas shall be discharged from its obligation to pay liquidated damages by supplying corresponding Services at the site provided this is agreed in writing by the Parties. Delayed commencement of the Services shall give no rise to any liabilities for Securitas other than those set forth in this article 4.
- 37.2 If Securitas suffers damage due to delay caused by the Customer, Securitas will be entitled to charge for additional costs that have been incurred by the delay.

38.EQUIPMENT; INSTALLATION; COMMENCEMENT DAY

- 38.1 The Equipment and software required for technical guarding or any part thereof, owned by Securitas (hereinafter "the Equipment"), is identified in the equipment specification of the Service Contract. The Customer's rights to the software shall be determined in accordance with the relevant software licensing terms and conditions.
- 38.2 The Customer undertakes to provide Securitas' personnel or subcontractor's access to premises and the System for the fulfilment of Securitas' undertakings in accordance with the Agreement, and to ensure that Securitas' personnel or subcontractors have access to the Customer's Internet connection or IT environment, and that there is sufficient protection in this respect.
- 38.3 The site where the System is to be installed will be made available by the Customer to Securitas at such a time and in such a state that the System can be installed, and other measures can be carried out by Securitas during regular hours and in accordance with the Agreement.
- 38.4 The Customer shall carry out preparatory work in accordance with the instructions provided by Securitas. The customer shall at its expense provide the foundations, and carry out the construction, information technology works, phone line and internet access required to install, connect, take into use and service the Equipment, including installation, configuration and modification of equipment, software and files, and shall at its expense procure the tools, materials and requisites not explicitly specified as the responsibility of Securitas. The electrical safety regulations in effect at the time of installation and, unless otherwise agreed, the installation methods generally applied by the industry, shall be observed in the installation of the Equipment where applicable.
- 38.5 In the event the Customer fails to fulfil points 38.2-38.4 above, the Customer agrees to reimburse Securitas for any additional costs it may acquire therefrom.
- 38.6 The Customer shall be responsible for making good and the repair work to the building and existing property during installation, maintenance, repair or dismantling of the System.
- 38.7 The Customer undertakes, during the term of this Agreement, to take good care of the supplied System placed/installed on the Customer's premises and protect it from any and all risk of damages due to water, heat, fire, lightning, sabotage, vandalism or any other damaging actions (whether caused by man or nature) to ensure that the System at all times is in good working order.

39. INSURANCE; RISK

- 39.1 Securitas shall arrange insurance at market terms for the Equipment owned by Securitas against damage caused by water, fire and burglary. If the Equipment becomes damaged or is lost and the insurance indemnity covers the losses, Securitas shall be entitled to receive the entire indemnity amount. Compensation paid under the Customer's business interruption insurance shall, however, belong to the Customer.
- 39.2 The customer shall be liable for any damage to the Equipment from the moment on which the Equipment was delivered to the Customer's facilities, to the extent that the insurance of Securitas does not compensate for the loss.

40. LIABILITY FOR EQUIPMENT DEFECTS; MAINTENANCE AND SERVICING

- 40.1 The Customer shall inspect the Equipment on the commencement day. If a defect in the Equipment is revealed on that day or at a later date, the Customer shall immediately notify Securitas of the matter. Securitas can then at its discretion a) repair the defect at its expense in accordance with article 40.2 below; b) replace the defective Equipment or component; or c) remove the Equipment from the site and return the fees already paid for the Equipment as well as the keys.
- 40.2 Securitas shall initiate the repair works within three (3) business days from having received the notification of the defect from the Customer. Securitas shall not invoice for maintenance and repair works carried out during normal business hours or for spare parts. Securitas shall invoice for wearing parts and requisites, such as Equipment battery, camera and TV tubes, diskettes, data devices, videotapes and video drums and relating works, as well as for travel expenses connected with maintenance and repair works in accordance with its price list in effect at any given time unless differently set forth in the specifications. If the defect has occurred due to the error or neglect of the Customer or other user, to vandalism, theft, damage caused by fire or water, voltage fluctuation, thunderstorm or other natural disaster, relocation of the Equipment or structural changes, use or installation or connecting work carried out contrary to this Contract or the instructions of Securitas, or, if it appears that the Equipment is not defective, the Customer shall compensate Securitas for any intervention costs that may be caused due to the false alarm, provided and to the extent that the insurance of Securitas, referred to in article 39 above, does not compensate for the costs.
- 40.3 If Securitas fails to repair the Equipment competently, Securitas shall at its expense redo the inadequately performed work at the Customer's request as soon as reasonably possible in the circumstances. Securitas shall not be liable for damage or costs caused by false alarms, loss or distortion of data, or for Equipment being switched off, or by other

comparable occurrences. The liability of Securitas for damage caused due to inadequate or incorrect servicing or to delay shall in all circumstances be limited to what is explicitly set forth in the relevant Securitas Conditions of Contract.

- 40.4 The Customer shall ensure that the serviceman of Securitas is allowed unimpeded access at the agreed times to the premises where the installation and servicing shall be carried out. If this is neglected, the Customer shall compensate Securitas for any additional costs that may be caused to Securitas due to the delay. The Customer shall also supply the necessary protective equipment to the site where the work shall be performed. The Customer shall place at the disposal of Securitas free of charge the necessary auxiliary equipment, such as ladders, scaffolding, working facilities, telephone and lifting equipment, etc. required to perform the work. The equipment shall carry the approval of the relevant authorities. The Customer shall place at the disposal of Securitas the requisites and data devices necessary to perform the work, including papers and diskettes.
- 40.5 The Customer is not entitled to make modifications or additions to, or to carry out other work in, the supplied System. Modifications and additions shall be carried out by Securitas. Agreements regarding this shall be entered into in writing.
- 40.6 If the System's Specification is modified following an audit or refurbishment, Securitas shall be entitled to amend the agreed monthly cost to a corresponding degree.
- 40.7 Securitas is entitled from time to time to replace agreed equipment as regards manufacturer and model to an equivalent standard from another manufacturer or of another model, on the condition that this does not affect the quality of the service /System or is otherwise detrimental to the Customer.
- 40.8 Securitas is entitled at any time during the agreement period to have the supplied System inspected.
- 40.9 The Customer shall be responsible for and ensure that the installation, modification and repairs of the Equipment are performed only by a person or company approved by Securitas for such purpose; that the Equipment shall not be connected to any equipment other than explicitly approved by Securitas; and that any connecting work is in all circumstances done only by Securitas or a person or company approved by Securitas for such purpose.
- 40.10 Loss of or damage to the System caused by moving, conversion, incorrect maintenance or repair work carried out by parties other than Securitas personnel, disregarding of Securitas' instructions regarding maintenance of the System, unauthorized voltage, lightning damage or damage caused by a natural disaster, and any other damage for which Securitas is not responsible, will be repaired by Securitas at the Customer's expense.
- 40.11 Securitas' liability for Losses under this Agreement is regulated in article 8 of the Section A

41. SIGNS

- 41.1 Securitas is entitled to supply the provided System with a clear sign indicating that the System belongs to Securitas and should not be considered an accessory to the Customer's or another party's fixed property. This sign belongs to Securitas. Securitas' standard signs shall be set up in the monitored area by Securitas, in consultation with the Customer. The signs belong to Securitas and shall be removed at the end of the Agreement.

41. PERMITS

- 41.1 The Customer is responsible for applying for and maintaining any permits from authorities and third parties, as well as for completing any registrations that are required at any time for the installation and use of the System. With regard to this, the Customer is particularly responsible for compliance with [the Personal Data Protection Act, the Public Video Surveillance Act and any copyright laws – as per the law of UAE.

42. TITLE TO THE EQUIPMENT; PROCEDURE UPON THE TERMINATION OF THE CONTRACT PERIOD

- 43.1 The supplied System is and remains the property of Securitas, and the Customer does not acquire any right of ownership to the System as a result of this Agreement.
- 43.2 The Customer may not transfer, mortgage or otherwise utilise the supplied System or any part thereof in such a way that Securitas' right of ownership or other rights to the System are jeopardised in any respect.
- 43.3 The Customer is not entitled, without Securitas' written consent, to move the supplied System from the place of operation specified in the Agreement.
- 43.4 The supplied System may not thus be incorporated with the Customer's or another party's fixed property, such that it can be considered an accessory to such property.
- 43.5 The title to the Equipment and the rights to the relating software supplied to the Customer shall belong to Securitas. The Customer may not relocate the Equipment or remove or cover the symbols showing the title of Securitas and placed on the Equipment or other similar markings. The Customer shall even otherwise not act in a manner that would compromise the title or other rights of Securitas.

43.6 Upon the termination of the contract period, Securitas shall see to the removal and collection of the Equipment owned by it and may invoice the relating costs to the Customer in accordance with its price list in effect at any given time. The Customer shall ensure that the serviceman of Securitas is provided unimpeded access to the premises during normal business hours to perform the removal work. The Customer shall be responsible for the subsequent construction and information technology works that may be necessary.

AUTHORITY TO EXECUTE AGREEMENT. Each of the individuals whose signature appears below represents and warrants that he or she has full authority to execute this Agreement on behalf of the party on whose behalf he or she has affixed his or her signature to this Agreement.

Company Name: Securitas Security Services (Hong Kong) Limited.	
Street Address: Unit 702-707, 7/F, Trade Square, 681 Cheung Sha Wan Road, Cheung Sha Wan, Kowloon, Hong Kong	
Contact Person:	Position:
Terrence Wong	Head of Operation
Sudhir Salunke	Head of Electronic Security Solution
Phone:	Mobile:
2191 8918	6010 3568
	9860 7613
Email:	
Customer Billing Details (if different from Company Details)	
■ Mailing Address: Ditto	
Phone: 2191 8918	
Email: .finance@securitas.hk	
Servicing Address (if different from Company Details)	
■ Address: Ditto	
Account Number* Contract no.	Site ID* HK-XXXXXXX

*These fields are required for existing Customers.

ANNEXURE A

SCOPE OF WORK

Provide security services to Customer name's by supplying licensed, uniformed security personnel.

Working Hours

<u>Day</u>	<u>Time</u>	<u>Manpower</u>
Daily, inclusive of Statutory Holidays & Public Holidays	0730 - 1930 hours	One Premium Security Officer
Daily, inclusive of Statutory Holidays & Public Holidays	1930 - 0730 hours	One Premium Security Officer

Primary Responsibilities of Personnel

- Protect the safety of people on the Site.
- Prevent and minimize fire, theft, damage and trespass on client's property.
- Prohibit entry into the premises by anyone other than people carrying valid identification or as otherwise instructed by the client.

ES

SCOPE OF WORK

- Please provide ES SOW here

After-hours Contact Details (Designated Contact)				
Priority	Name	Position	Telephone Number	Email
1	24-hours Security Operation Centre	Operator	2273 2301 2273 2302 2273 2303	soc.hk@securitas.hk
2				
3				
Monthly Fee (excl. VAT)		Guarding 01 Oct 2024 – 31 Dec 2025: HK\$XXXX ES	Commencement Date:	Please input the date here
Overtime rate		\$XXX.00 per Security Officer per hour	Overtime rate	\$XXX.00 per Security Officer per hour
Ad-hoc rate Minimum charge 8 hours per shift		\$XXX.00 per Security Officer per hour	Ad-hoc rate Minimum charge 8 hours per shift	\$XXX.00 per Security Officer per hour
<p>By signing the scope of work you agree that the services are subject to Securitas standard terms and conditions contained in or attached to this scope of work.</p> <p>Invoices will be sent electronically to your nominated email address.</p>				
Authorised Signatory (Print Name)			Signature:	
Position/Title			Date:	

* If no term is selected the default term is 36 Months

Customer: _____

Name: _____

Site Address: _____

Customer:
Site Address:
Site Contact Person:
Contact Email:
Contact Telephone:

Manpower and Equipment Deployment as from XXXX (start date)

Daily, inclusive of Statutory 0730 - 1930 hoursOne Premium Security Officer
Holidays & Public Holidays

Daily, inclusive of Statutory 1930 - 0730 hoursOne Premium Security Officer
Holidays & Public Holidays

Please advise the scope for ES (Can state please refer to xxx)

The Customer agrees to pay the Total above monthly within 30 days from date of invoice for the entire period of this Site Schedule and without deduction or set-off.

This Scope of Work forms an annexure to the Master Agreement concluded between the Customer and Securitas ("Agreement"), is incorporated therein and is intended to be read in conjunction therewith. The purpose of this Site Schedule is set out in the Master Agreement. The Customer confirms that all the relevant information relating to the service rendered the contract period and fees payable were completed prior to signature. It is hereby specifically recorded and agreed that the termination of this Site Schedule as contemplated in the Master Agreement, shall under no circumstances result in the termination of the Master Agreement or any other Site Schedule.

Term 24 months

SITE SCHEDULES

Customer: _____
Name: _____
Site Address: _____
Site Contact Person: _____
Contact Email: _____
Contact Telephone: _____

Estimate Start Date: _____

SCHEDULES OF -

CODE	DESCRIPTION
MON	Remote Monitoring of CCTV Alarms
EQUIP	Provision of Security Equipment (the “Equipment”) as detailed in the Annexure “A”
MAINT	Maintenance and Full Service of the “Equipment” listed in the Annexure “A”
COMMS	Communication Link to Securitas Control Room

All services and equipment are provided on the terms and conditions that follow

Term: 24 months

The Customer agrees to the above period in months.

Monthly Equipment and Monitoring Fee:	Vat:	Total Incl:
Monthly Monitoring Fee:	Vat:	Total Incl:
Monthly Communications Fee:	Vat:	Total Incl:
Total Monthly Fee:	Vat:	Total Incl:

This Site Schedule forms an annexure to the Security Solution Agreement concluded between the Customer and Securitas (“Master Agreement”), is incorporated therein and is intended to be read in conjunction therewith. The purpose of this Site Schedule is set out on page 1 of the Master Agreement. The Customer confirms that all the relevant information relating to the service rendered, the Equipment, the contract period and fees payable were completed prior to signature. It is hereby specifically recorded and agreed that the termination of this Site Schedule as contemplated in article 2 of the Master Agreement, shall under no circumstances result in the termination of the Master Agreement or any other Site Schedule.

Note:
Start date is subject to final handover and sign-off of acceptance by Customer

ANNEXURE B

Customer: _____

Name: _____

Site Address: _____

Site Contact Person: _____

Contact Email: _____

Contact Telephone: _____

Equipment List Installed on Site

CODE	DESCRIPTION	QTY
	ES item	

Annexure C

Data Protection – Third Party Disclosure

Name of Third Party	Contact details	Contact Person
Navision		
Trackforce		
At the Gate		