

GENERAL TERMS AND CONDITIONS OF SALE AND SUPPLY 03-23

DEFINITIONS:

“Agreement”: These Terms, Conditions, the Contract and all appendices.

“Commencement”: The day specified in the Contract on which the Contract enters into force.

“Contract”: The main page and the Contract to which these conditions are attached.

“Customer”: The Customer as specified in the Contract.

“Loss”: Losses as defined by applicable law including, but not limited to, any and all damages, losses, liabilities, disputes, claims or expenses (including, but not limited to, all reasonable attorneys’ fees or legal costs incurred by a Party in relation to the terms and conditions of this Agreement).

“Mobile Patrol”: A uniformed guard from or as a representative of Securitas, typically in a car, performing/providing its Services e.g., inspections, rounds and emergency response to alarms.

“On-site guard”: A uniformed guard from or as a representative of Securitas guard performing/providing its Services at a permanently fixed location.

“Party”: The Customer or Securitas.

“Place of work(s)”: The location(s) where Securitas is required to perform/provide its Services as specified in the Service Description.

“Products”: Technical products, material, installations, equipment, accessories, spare parts, components, licences, intellectual property rights, servers, back-office-, reporting- and production systems, digital services including in Securitas group, software and documents such as TV monitoring, opening detector, cabling, alarm systems and alarms, access control systems, access cards, panic alarm, tracking and retrieval equipment, defibrillators (AED), fire safety equipment and mechanical security (e.g. fence and bollard).

“Remuneration”: Securitas’ invoice to the Customer for the Services performed, cf. the Service Description and Remuneration for additional Services agreed between the Parties. Such invoices/charges may vary over time in accordance with the terms and conditions of this Agreement.

“Securitas Operation Center (SOC)”: A police-approved Operation Center with security staff in accordance with the Danish Security Business Act. Charges or subscriptions to telecommunications companies for the use of the telephone network as well as fees or charges payable to the police or other authority, etc. are not covered by Securitas’ Services.

“Service Description”: Specification of Services that Securitas must perform/provide to the Customer under this Agreement, including, e.g. response time requirements, scope of Service, etc. Further details may be specified in appendices to the Agreement.

“Services”: The agreed services performed or provided by Securitas, for security tasks and related Services, e.g. guard duties, inspection, repair, replacement, function test, test report, checklists and generally in accordance with industry-specific guidelines and directions. The specification of the scope of service is stated in the Service Description, e.g. the scope and content of Services and the response time requirement may vary and are stated in the Contract and, where applicable, in an appendix.

“Standard Operating Procedure (SOP)”: Written instructions from the Customer to Securitas on how and when Securitas should respond to an alarm, including handling of specific tasks and with a unique and suitable password. It is the Customer’s responsibility that the SOP is always kept up to date, correct and adapted to current needs, and that the password is not misused.

“TV Monitoring”: Cameras or equipment designed for TV monitoring.

1. COMMENCEMENT DATE, DURATION AND TERMINATION OF THE AGREEMENT

- 1.1. Commencement date, etc. The commencement date and termination of the Agreement are stated in the Contract (the contract period); however, the contract period is at least 1 year unless another contract period is agreed in writing between the Parties. The contract period is then automatically extended by a minimum of 1 year, unless otherwise agreed in writing.
- 1.2. Services predating the commencement date. If Securitas performs/provides Services before the commencement date, the conditions of this Agreement will also apply to such Services.
- 1.3. Termination. Either Party may terminate the Agreement in writing giving at least 4 months’ notice to terminate at the end of the contract period.

2. SCOPE AND PERFORMANCE OF SERVICES

- 2.1. Service and equipment. Securitas perform/provide Services to the Customer on the specific terms set out in the Agreement. Securitas and the Securitas Group have unconditional ownership of Products delivered/installed and possibly developed by Securitas, unless otherwise agreed in writing by the Parties. Consequently, the Customer is not entitled to use, utilise, let or lease out, lend, modify, remove or dispose, in law and/or in fact, of Securitas’ Products in any other way in contravention of Securitas’ directions, recommendations and interests. The Customer’s right to use Products terminates with the Agreement.

Upon termination of the Agreement, the Products must be returned by the Customer to Securitas – CIP (Incoterms 2022) Securitas provided address.

- 2.2. Instructions and changes from the Customer.
Prior to performing Services: If, prior to Securitas’ (part-) performed/provided of the agreed Services, the Client changes the terms of the Agreement, e.g. modification of Services entailing a higher risk for Securitas, or if the Remuneration changes by more than 10%, Securitas will inform the Customer in writing whether Securitas can accept the changes and, if so, with what consequences in terms of the Remuneration.

While performing the Services: Securitas follows instructions from the Customer in accordance with the Service Description. If the Customer adds or reduces instructions in relation to the Service Description varying the performance of the Services, the Customer is solely responsible for the outcomes and consequences thereof and indemnifies Securitas in respect of any and all losses thereby incurred. The Customer is obliged to notify Securitas without undue delay in the event of changes to the Service Description. If Securitas is able to approve the change, Securitas will notify the Customer in writing, including the consequences of any such change in terms of the Remuneration. If the Customer makes changes without Securitas’ prior written consent, Securitas may terminate the Agreement or change its Remuneration.

- 2.3. Staff. The staff performing/providing the Services are Securitas employees or subcontractors of Securitas. Securitas may change the staff responsible for performing/providing the Services at any time. The Customer may make a written request to Securitas for a change of staff, but Securitas will decide whether and, if so, how such a request can be granted.
- 2.4. Subcontractors. Securitas may use subcontractors to perform all or part of the Services. Securitas is responsible for subcontractors.
- 2.5. No warranty. Securitas cannot guarantee, express or implied, an outcome of its Services to the effect that Securitas Services will prevent Loss or accept responsibility for the safety or security of the Customer’s place(s) of work. Unless expressly agreed, Securitas is not engaged as a security/safety advisor.

3. THE CUSTOMER’S OBLIGATIONS

- 3.1. Cooperation. The Customer must comply with applicable

requirements for licences, authorisations and permits. In addition, the Customer must cooperate with Securitas to ensure Securitas and the Customer have the best possible conditions for cooperation. This includes, but not limited to, that the Customer warrants:

- (i) a safe, healthy working environment and conditions for Securitas staff in accordance with applicable laws and rules/regulations;
- (ii) all relevant information (e.g. if Customer changes or replaces locks, keys or the access system), proper access, visibility including sufficient light, pruning of shrubbery or the like, dealing with icy roads and repair and maintenance work, and support/assistance that Securitas may reasonably require to perform its Services without interruption, including appropriate office facilities;
- (iii) sufficient a) updating and amending of SOP and instructions and b) upgrading of security after Securitas has pointed out errors, deficiencies or inconsistencies in the Client's security, safety or risk profile; and
- (iv) promptly informing Securitas of any circumstances that may affect Securitas' security, risk or obligations under this Agreement, or that may result in an increased cost in terms of Securitas' performance of the Services.

4. REMUNERATION

- 4.1. Remuneration. The Customer shall pay Remuneration to Securitas for the services performed/provided as specified in the Contract. In the event of a dispute over a Service, the Customer cannot offset against future Remuneration.
- 4.2. Change of Remuneration. Securitas may adjust the total Remuneration during the contract period if Securitas' costs for Services increase, e.g. as a result of:
 - (i) increases in wages, collective agreements, inflation or costs related to motor vehicles, materials, products (including if prices from Securitas' vendors have increased), equipment and consumables;
 - (ii) changes in insurance premiums; and/or
 - (iii) changes in legislation/regulations or certification conditions related to the Services.
- 4.3. VAT, taxes and duties. Any amount payable under this Agreement will be subject to VAT, any taxes and any other tax amounts under applicable law.
- 4.4. Requirements from public authorities. Any fees, charges or costs charged by public authorities, supervisory bodies or licensed companies shall be borne by the Customer.
- 4.5. Parking. Securitas invoices incurred parking charges separately.
- 4.6. Key box. Securitas invoices separately if Securitas has to place keys in a key box.
- 4.7. Procurement/supplier system. Securitas invoices the Customer DKK 1,050/hour for the time spent on entering/registering the Customer's required information about Securitas in a system chosen by the Customer up to a maximum of DKK 8,000 per year, subject to clause 4.2.

5. INVOICING AND PAYMENT

- 5.1. Payment of Remuneration. The Customer is invoiced quarterly in advance or at the end of an ad hoc task. Invoices must be paid within 14 days from the invoice date. In the event of late payment of the Remuneration, Securitas shall be entitled to charge default interest and reminder fees in accordance with current legislation, until payment is made. Within 10 days from the invoice date, the Customer shall object in writing to Securitas about any discrepancy or doubt as to the amount of the Remuneration. Beyond this deadline, the Customer forfeits the right to object. The Customer shall pay any and all costs associated with late payment of the Remuneration in accordance with the Agreement. If Securitas is required to take legal action to recover its claims under the Agreement, the Customer shall pay Securitas' legal fees, court costs and the like.
- 5.2. Charges. Securitas may charge an invoicing fee per payment.

- 5.3. Suspension. In the event of late payment, Securitas may suspend the performance of its Services under the Agreement subject to a minimum of 10 days' written prior notice. Suspension does not release the Customer from its obligations.

- 5.4. Prompt cash payment. In the event of non-payment by the Customer due to liquidity problems, Securitas may make its continued performance of Services subject to prompt cash payment for Services performed/provided (whether or not the Services are invoiced) and/or for Services to be performed/provided. Securitas may also require advance payment.

6. LIMITATIONS OF LIABILITY

- 6.1. Liability for Loss. Securitas' liability for the Customer's Loss and any other liability under this Agreement is limited to DKK 10 million per claim and per year, cf. clauses 6.1 – 6.6.
- 6.2. Exception for indirect and consequential Loss. In no event shall Securitas be liable for any indirect Loss, including but not limited to, consequential Loss, Loss of profit, financial Loss, Loss of revenue, Loss due to force majeure or Loss of reputation, irrespective of knowledge of the risk of such Loss.
- 6.3. Product liability. In no event shall Securitas be liable for any Loss that may occur:
 - i) if Products prove defective or non-functional (e.g. use contrary to instructions, coverage of a detector or power outages);
 - ii) if circumstances beyond Securitas' control hinder or delay the performance of a Service or delivery of spare parts, etc.
- 6.4. Insurance company. If the Customer's insurance company provides compensation to cover a Loss, Securitas will not compensate the same Loss. Furthermore, the Customer's insurance company cannot seek recourse against Securitas.
- 6.5. Customer obligations regarding Loss. Securitas is not responsible for any Customer Loss resulting from the Customer's failure to comply with its own obligations to Securitas, cf. clause 3.
- 6.6. Complaints and claims. The Customer shall inform Securitas in writing and in detail of any documented Loss (Claim) relating to Securitas' Services. Securitas must be provided with the information within 90 days after the event occurred or after the Customer should have been aware of the event that resulted in the Loss. If the Customer does not complain to Securitas by the specified deadline, the claim against Securitas lapses. Unless otherwise stated in this Agreement, the Customer may not invoke any other remedies for breach.

7. CLAIMS BROUGHT BY THIRD PARTIES

- 7.1. Indemnification. The Customer shall indemnify Securitas in respect of any and all Loss that Securitas may incur in relation to third parties, including, for example, any other supplier to the Customer or the Customer's staff, as a result of or in connection with the Agreement.

8. INSURANCE

- 8.1. Insurance. Securitas has taken out commercial- and products liability insurance for the entire contract period of the Agreement. The insurance does not cover Loss caused by the Customer's acts or omissions or covered by the Customer. Securitas is obliged to present an insurance certificate upon request from the Customer.

9. TERMINATION

- 9.1. Material breach by the Parties. Either Party may terminate the Agreement without notice in the event of the other Party's material breach of its obligations under the Agreement, including:
 - (i) the Customer's failure to pay in a timely manner the Remuneration, any Loss or other amounts due under this Agreement;
 - (ii) any material defect or repeated alleged defect by a Party in its obligations under the Agreement; or
 - (iii) if a Party becomes insolvent, applies for restructuring, is declared bankrupt, or a third party files a bankruptcy petition

against a Party and the Party has not provided satisfactory collateral.

In the cases referred to in this clause, the Agreement may only be terminated if the defaulting Party has not remedied the breach within 8 days of being invited in writing to do so:

However, in the event of repeated payment default, Securitas may terminate the Agreement without the Customer being given a remediation deadline.

- 9.2. **Material breach.** Securitas may terminate the Agreement without notice in the event of the Customer's material breach of its obligations under the Agreement, including:
- (i) a change in any law, regulation or certification condition that materially affects or causes a material change in Securitas' obligations under the Agreement or if the Securitas Services become subject to sanctions;
 - (ii) an act or omission which, according to Securitas, may discredit Securitas' business or reputation; or
 - (iii) violation of ethical rules, etc. or entering into agreements with sanctioned parties as referred to in clauses 12.8 and 12.9.

Furthermore, in the event of material change in Securitas' insurance cover relevant to the Agreement, can Securitas terminate the Agreement without notice.

- 9.3. **The Customer's payment upon termination of the Agreement.** In connection with the termination of the Agreement, the Customer is liable for payment for all Services performed/provided. If termination of the Agreement is because of material breach by the Customer, the Customer must indemnify Securitas in respect of any and all costs related to such breach.
- 9.4. **Exemption from provision of Service.** On termination of the Agreement for any reason, Securitas is exempt from any provision of Services under the Agreement but retains its right of access to the place of Work(s) and is entitled to take possession of, protect and/or destroy Products belonging to Securitas.
- 10. GROUNDS FOR EXEMPTION FROM LIABILITY, AND FORCE MAJEURE**
- 10.1. **Grounds for exemption from liability, etc.** Securitas shall not be liable for any Loss if compliance with this Agreement is delayed or prevented as a result of the following circumstances: Any circumstance beyond Securitas' reasonable control that is not due to its negligence, such as a fire in the company, war, mobilisation or military build-up, expropriation, search, seizure/confiscation, currency restrictions, insurrection or civil unrest, hijacking, terrorist act, cyber attacks (targeted and systematic action by which someone attempts to penetrate or penetrates one or more IT systems, e.g. as an act of warfare, terrorism or crime) against the company, epidemic, pandemic, serious or infectious viruses, general lack of transport, goods or operational staff, strike or other industrial disputes, severe weather involving government orders, orders for no bridge crossings, inadequate icy road control, failure to comply with response times during rush hours, health and safety conditions such that Services under the Agreement cannot be properly performed or are lacking, or delays by subcontractors caused by the above circumstances as well as other circumstances beyond Securitas' control.
- 10.2. **Customer liability waiver.** If there are grounds for exemption from liability for the Customer that prevent the Customer from complying with the obligations of the Agreement, the Customer shall indemnify Securitas in respect of any and all costs incurred by Securitas to secure and protect the Workplace(s). The Customer shall also indemnify Securitas in respect of costs relating to on-call staff, costs in accordance with the applicable collective agreement, subcontractors and equipment made ready or prepared with the Customer's consent for the performance of the Services.
- 10.3. **Notice by the Parties.** If the Parties claim release from liability pursuant to clause 10, each Party shall notify the other Party in writing without undue delay of the reason for the release from liability and of the events justifying the release from liability.
- 10.4. **Termination.** With a minimum of 5 working days' prior written

notice, the Customer may terminate the Agreement and associated Services if compliance with the provisions of the Agreement is delayed more than 30 days, cf. clause 10.1.

11. CONFIDENTIALITY AND DATA PROTECTION

- 11.1. **Confidential information.** Each Party shall treat all information confidentially and shall not disclose any confidential information of the other Party in relation to this Agreement except as required in order to perform the Services and perform other obligations under this Agreement. Information shall be considered confidential if it is designated as confidential or if, taking into account all the circumstances at disclosure, it should have been considered confidential by the receiving Party. Written material from Securitas, including the Agreement, Contract, Service Description, business solutions and documents shall at all times be treated as confidential information under this provision and are protected by intellectual property laws. The duty of confidentiality applies without time limit and persists after the other parts of the Agreement have ended.
- 11.2. **Protection of information.** The Parties acknowledge that access to and distribution of personal data by the other Party or its employees, business partners or related Parties may be necessary for the proper performance of Services as defined in this Agreement. Securitas may use information and data within the Securitas Group. Both Parties agree to exercise great care with any personal information obtained through the performance of the tasks of the Agreement, to comply with all applicable rules and regulations and to use such information only for the purpose of performance of its services under the Agreement.
- 11.3. **Data protection legislation.** The parties must comply with the General Data Protection Regulation (GDPR) and Danish data protection legislation, in particular by introducing secure procedures and implementing organisational and technical measures. Securitas may require the Parties to enter a data processing agreement in addition to the Agreement based on the latest template and guidelines from the Danish Data Protection Agency.
- 12. MISCELLANEOUS**
- 12.1. **Independence.** Securitas is an independent supplier. Nothing in this Agreement shall establish a partnership, business relationship, or relationship as employer and employee.
- 12.2. **Partial invalidity.** If any provision of this Agreement is unenforceable, that provision shall be interpreted or modified to enable it to be enforceable under law. All other terms shall remain in effect.
- 12.3. **Precedence.** In case of doubt, if any part of this Agreement conflicts with another part, the documents forming part of this Agreement shall prevail in the following order of priority: (i) the Contract or Securitas' special agreement offer template; (ii) these Terms, unless other Securitas Terms explicitly waive them; (iii) the Service Description; and (iv) other documentation attached to the Agreement.
- In the event of any inconsistency between the English and the Danish version of General Terms and Conditions, the Danish version shall prevail.
- 12.4. **Notifications.** Any notifications to be delivered under the Agreement must be in writing and sent by courier, post or e-mail with proof of dispatch, addressed to the other Party at its address under the Contract or the address specified in writing by the other Party.
- 12.5. **Assignment.** Neither Party may assign the rights and obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld. Securitas may assign the Agreement to a group company at any time.
- 12.6. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties with respect to the Services covered by this Agreement and supersedes any and all prior agreements and correspondence, verbal or written, between

Securitas and the Customer. Any warranty, undertaking or promise by Securitas not expressly stated in the Agreement will be void.

relating to the existence or validity of this Agreement, shall be settled by simplified arbitration by the Arbitration Institute in accordance with the rules adopted by the Arbitration Institute in this regard, which shall apply to the commencement of the arbitration proceedings.

2023.08.24

12.7. Supplements/addenda. Supplements/addenda to this Agreement, or parts thereof, apply to both Parties if signed by the authorised signatory or authorised person. With a minimum of 5 working days' prior written notice, Securitas may amend this Agreement, including submitting a supplement to the Agreement. Changes resulting from changes in legislation or orders/instructions from public authorities beyond Securitas' control will take effect without prior notice to the Customer.

12.8. Ethical rules and Code of Conduct. The Customer must comply with international conventions and legislation in Denmark, including the principles of the UN Global Compact, the UN Declaration of Human Rights, the European Convention on Human Rights, including the prohibition of:
(i) child labour;
(ii) all discrimination;
(iii) the exercise of coercion or the exploitation of involuntary labour; and
(iv) corruption and bribery.
The Customer must also comply with the ILO conventions on working hours and working conditions as well as Securitas' current code of ethics/Values & Ethics.

12.9. Sanctioned parties. The Customer warrants that the Customer is not and will not be listed on or identified on, or owned (directly or indirectly) or controlled by a person who appears on any sanctions list, trade embargo or similar reinforced measures imposed, administered or enforced by the UN, the EU or a comparable authority or institution.

The Customer warrants that the Customer does not directly or indirectly enter into agreements or cooperation with companies, persons or organisations (parties) that are or will be listed on or appear on any sanctions list, trade embargo or similar reinforced measures imposed, administered or enforced by the UN, the EU or a comparable authority or institution.

The Customer warrants that the Customer may not directly or indirectly engage in activities that are prohibited in relation to sanctions or similar reinforced measures imposed, administered or enforced by the UN, the EU or a comparable authority or institution.

12.10. Authorisation, certification, collective agreement and criminal records, etc. Securitas maintains security guard authorisation in accordance with the security business legislation from time to time in force. Securitas is certified to the current ISO 9001 (quality), ISO 14001 (environmental management) and ISO 45001 (occupational health and safety management), is a member of the Confederation of Danish Industry and has entered into a security agreement with VSL (Guard and Security Employees' Union). Securitas complies with industry requirements and the requirements of Insurance and Pension (F&P).
Before Securitas' guards can be accepted for duty, their police record is reviewed and approved by the police. All guards document their police records every six months, including the staff at the Control Centre. All guards in the line of duty must carry a valid guard pass issued by the police.

12.11. Effect after termination of the Agreement. This Agreement shall terminate upon expiry or upon termination of this Agreement in accordance with its provisions. Provisions which, according to their wording, take effect after termination shall remain in force between the Parties in accordance with the relevant provision.

13. GOVERNING LAW AND JURISDICTION

13.1. Governing Law, and Disputes. This Agreement is subject to and construed in accordance with Danish law with Glostrup Court as the proper venue if the dispute has not previously been settled amicably by escalation to the Executive Boards of the Parties. The conflict of law rule does not apply to the rules of international private law under Danish law.

13.2. Arbitration. Notwithstanding clause 13.1, if a dispute has not been settled amicably, Securitas may choose that any dispute arising in connection with this Agreement, including disputes