

# SPECIAL BUSINESS TERMS Guarding No. G06

## Regulate services of guarding of property and persons by SECURITAS ČR s.r.o.

### Basic provisions

1. Special business terms Guarding (SBT) regulate detailed terms for providing services of guarding of property and persons, area guarding and action units and patrols on the basis of the Property and Persons Guarding Agreement or other contracts where these conditions referenced (referred to as the "Agreement") between the services provider, SECURITAS ČR s.r.o., with the registered seat in Pod Pekárnami 878/2, Praha 9, Vysočany, ZIP 190 00, Identification number 43872026, registered in the Company Register run by the Municipal Court in Prague, section C, insert 5009, or between its subsidiary (referred to as "SECURITAS") and the Customer.

2. The SBT are business terms in compliance with § 1751, subs. 1 of the Civil Code (Code nr. 89/2012 Coll.). The SBT wording shall supersede the SECURITAS General Business Terms (GBT).

### Rights and obligations of Contractual Parties:

3. SECURITAS shall:

a) Provide guarding services to the extent and method detailed in the Regulations for performing the guarding services (referred to as the Regulations) and to extent of Guarding Hours Schedule, which are annexes this Agreement..

b) Carry out guarding of areas, patrolling, be ready for action and in stipulated cases to engage a special unit in action and provide services related (e.g. inspect the building after the action and install precautions necessary for securing the property), only with a method and to the extent that is stipulated in the Regulations or Action plan of the property, and only in the case that these services are specifically agreed on in the Agreement.

c) Provide guarding of Customer's property solely by a method stipulated in the Regulations. Later adjustments of the Regulations will be discussed by the personnel appointed, should the need arise. SECURITAS will not be required to provide other services than described in the Agreement and the Regulations.

d) Perform the services with trained guarding personnel.

e) Perform the duties under generally binding law regulations; abide by Work code provisions, related to the working hours, breaks and overtime.

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g) Should the Customer require an increase in the scope of the services provided by more than 10% compared to the current situation, or should the number of guarding hours in any guarded facility exceed 48 hours in one week, SECURITAS shall only increase the number of guarding hours after both contracting parties have agreed the change to the price for the provided services so that its increased costs are covered.

h) **Keep the documentation and records related to the provision of services (e.g., a log of services, entries of incidents, entries of interventions, patrols) for a period of 12 months from their occurrence; after this period of time the documents and records of SECURITAS can be destroyed without any responsibility.**

4. The Customer shall at own costs:

a) **Provide SECURITAS with unlimited and safe access to the site where the services are being performed and to the necessary equipment free of charge (particularly free of charge access to the parking lots together with the necessary equipment for carrying out the duties of guarding, to allow SECURITAS to perform its activities. To provide on-site amenities including a room furnished with lockers, lighting, and central heating and supplied cleaning and if necessary for performing the guarding services SECURITAS, provide the necessary tools such as ladders, scaffolding, lift, etc.).**

b) Provide a telephone connection for guarding personnel of SECURITAS through Customer's switchboard and the right to call the SECURITAS operating centre to the extent necessary, to call

Customer's contact persons, police, fire brigade, ambulance etc.

c) Provide training of guarding personnel performing the duties at the property, in the areas of health and safety, and fire protection at the work place according to the appropriate laws and to secure a training of the guarding personnel in how to operate the technical equipment they use or operate.; **inform the SECURITAS personnel of the specifics and risks of the guarded premises. SECURITAS shall be entitled to charge the Customer for the time spent by its staff members on training courses and security inspections or other inspections as time spent performing services.**

d) **Immediately inform SECURITAS about all facts important for the fulfillment of contractual obligations as well as of every change related to the contract in respect of guarding of the property, (including the change in owner of the property or scope of services and exemption from a specific property from providing services). The Customer shall pay SECURITAS the full price for the services and cover all costs and damages incurred as a result of any failure to provide timely information until these facts and changes have been notified.**

e) Select a contact person amongst their own employees who will be responsible for communication with SECURITAS.

f) Respect guarding personnel's right to work breaks stipulated by law.

g) Adopt such organisation precautions that will ensure that the guarding personnel will be used for guarding the property only, according to the stipulated subject of Agreement and to the Regulations. The Customer accepts the fact, that the guarding personnel are not entitled to perform any work that is not directly related to their duties.

h) Inform their employees and other persons (tenants, service and work suppliers) about the fact that the property is guarded by a security company.

i) Secure and respect such conditions in the guarded property, which will enable the guarding personnel of SECURITAS to fulfil their basic needs (hygiene, eating) without necessity to leave the structure.

### Instructions for the guarding personnel, informing about errors, changes of Agreement provisions

5. SECURITAS shall be fully and solely responsible for their guarding personnel's work; they will instruct them and control their performance. SECURITAS decides on a method for performing the work, monitors the quality of the services provided and monitors that the personnel abide by working hours. The Customer shall be entitled and obliged to address any comments and instructions about the work performance to the person responsible for communication with the Customer only; and not to the guarding personnel directly.

6. Should the Customer suspect that the personnel performing their duties did not act, in a certain case, in accordance with the contract, they will inform SECURITAS in writing and without any delay.

Should such situation is or may be cause damage, the Customer is obliged to inform SECURITAS immediately. SECURITAS is not responsible for any damage caused by a delay in the Customer's obligation to inform them.

7. SECURITAS has, in individual cases (and these are not only the cases caused by Force majeure), the right to temporarily deviate from agreed method of providing guarding. SECURITAS is obliged to inform the Customer about such events immediately.

8. Should the extent of the Customer's needs for guarding decrease (as a result of a strike, obstructions at work, delays etc.), SECURITAS will try to adapt the extent of their services to the changed circumstances. However, the Customer accepts that SECURITAS cannot, in respect of their work-law obligations to their employees,

reduce the extent of the services in a way that would be inconsistent with work-law regulations.

9. The Customer confirms with their signature that the method and the extent of guarding of the property fully comply with their demands.

### Key control system

10. The customer shall keep the property keys in locked boxes within reach of the security personnel (property), if the agreement does not specify key custody by SECURITAS for an agreed payment – the keys will be kept in compliance with the day-to-day practice of SECURITAS. The handed-over keys shall be destroyed if the Customer fails to take them back within three months of termination of the effectiveness of the agreement.

11. The Customer hereby authorises SECURITAS to have the property accessed using a locksmith at the cost of the Customer if the Customer has submitted incorrect or incomplete keys to SECURITAS.

12. The keys shall be deposited in the operational unit of SECURITAS. Key transportation shall be considered performance of services of at least one hour, unless otherwise agreed herein.

13. The scope of liquidated damages for which SECURITAS shall be held responsible towards the Customer in connection with the loss or depositing of the keys is limited to CZK 10,000 for each year of the term of the Agreement.

### Guarantee for quality of services

14. SECURITAS guarantees that the services will be rendered with due proficiency and care. SECURITAS will not provide any other guarantee for the services. In case of any breach of the specified guarantee, SECURITAS will be obliged to repeatedly execute the part of the services which does not comply with the guarantee (remove defects in the services) at its own cost. Should it be impossible to repeatedly implement/remedy defects in the services in practice, SECURITAS shall offer the Customer an adequate discount on the price of the respective services. The discount shall be the only and sole claim of the Customer based on a breach of the guarantee.

15. The Customer shall point out to SECURITAS any specific defects in the services and specify the details in writing at the latest within thirty (30) days of the day these came to its knowledge (or they should have come to its knowledge), however, within six (6) months of the day the defect occurred at the latest, otherwise, it loses all its claims upon defective performance.

### Cost of the services provided

16. SECURITAS is entitled to a payment (cost) for the services provided as agreed in the contract.

The cost is stipulated in the contract, either as a fee for every hour started on a guarding duty of the guarding personnel of SECURITAS or as a flat fee for one calendar month. The contract stipulates the cost of the services and expenses of patrolling and area guarding, it also stipulates the cost of the readiness for action and individual acts performed by the action unit.

17. Any other services related to the physical guarding of the property and persons that exceed the extent stipulated in the Schedule of guarding hours, will be, after an agreement by the Contractual Parties, charged separately, at the cost agreed by the Contractual Parties.

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### Payment terms

19. **For the agreed hourly rates the total monthly price for the services shall be charged upon the actually rendered hours in the given month,**

20. For the agreed fixed tariff monthly prices, the fixed tariff price shall be charged after the end of the respective calendar month, i.e., always against an invoice - VAT invoice

**Effectiveness of SBT**

21. The SBT shall become effective on the 1st May 2017.

SECURITAS ČR s.r.o.

Michal Kunik, Director