

# **SPECIAL BUSINESS TERMS TECHNICAL SECURITY No. T01**

## **regulating provision of services of technical security of property and persons by SECURITAS ČR s.r.o.**

### **1. SUBJECT, SCOPE AND PLACE OF PERFORMANCE**

**1.1.** The Special business terms Technical security (ZOP) specify in detail the terms and conditions for providing services of technical security of property and persons upon the agreement (hereinafter the "Agreement") entered into between the service provider, the corporation SECURITAS ČR s.r.o., with its registered office at Pod Pekárnami 878/2, Praha 9, Vysočany, Postcode 190 00, Business Id. No 43872026, entered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 5009, or its subsidiary (hereinafter "SECURITAS"), and the Customer.

**1.2.** These SBT are business terms in compliance with Section 1751 (1) of the Civil Code (Act No. 89/2012 Coll.). The SBT wording supersedes the wording of the General business terms SECURITAS (GTC). The scope of services and place of performance of the services (the guarded property) are specified in the Agreement and its Appendices.

### **2. DELIVERY AND INSTALLATION**

**1.3.** SECURITAS shall supply and install the agreed security equipment in the place of performance according to the approved schedule, i.e., up to the date stated in the Agreement, or its Appendices. The installation shall be deemed completed on the day the security equipment is ready to be put into operation. The day the security equipment shall start to be operated and the services will be rendered is agreed in the contract. SECURITAS shall carry out all necessary technical measures to ensure proper transmission of the alarm signal, particularly the installation of a transmitter (applies only to systems where SECURITAS supplies the SAT GUARD transmitter) and installation of an IP communicator (applies only to systems where SECURITAS supplies the IP communicator) and, eventually, smart cameras (RVS system), if so agreed, in the Customer's property; programming of the transmitter or IP communicator and the RVS system and connecting it to the CNS system, testing the transmitter's functionality and putting it into proper operation pursuant to the legal regulations and technical standards for this activity. The CNS (Emergency service centre) shall be understood as the SECURITAS centre with the necessary equipment and personnel for the receipt of alarm signals and arranging interventions.

**2.2** Demonstration of the equipment's operation to the authorised representative of the Customer is included in the price of the delivery. The Customer is responsible for compliance with the instructions for operation and care of the equipment by all persons who have access to the site and/or to the security equipment.

**2.3** SECURITAS shall be entitled to charge the Customer an agreed service fee as of the day the security equipment is put into operation. SECURITAS will be entitled to charge its fee for any delays in putting the security equipment into operation due to reasons on the side of the Customer on the originally planned day the services should have started.

**2.4** For any delays in putting the security equipment into operation due to reasons SECURITAS is not responsible for, SECURITAS shall be entitled to charge all its extra costs incurred as a result of the delay to the Customer.

**2.5** In the event of a delay in putting the security equipment into operation which was caused solely by SECURITAS, the Customer is entitled to request a contractual fine in the amount of the agreed monthly monitoring fee for the specific property for every completed calendar month of the delay, however, no more than three-fold of the monthly charge. Apart from this contractual penalty, the Customer shall not be entitled to any other performance, or liquidated damages.

**2.6** SECURITAS shall set up camera or other related RVS technology upon agreement with the Customer, while the manner of setting the security shall be specified by the Customer. The Customer primarily specifies in setting the systems and technology what area should be monitored by the cameras and in what situations the alarm signal should be transmitted. The manner of setting the CCTV or further related technology shall be tested and then agreed in a written protocol (RVS setting protocol). Any former drawings and designs of possible property security are only indicative; the condition of technology subject to the approved RVS setting protocol is decisive for providing the RVS monitoring service. The RVS monitoring service provided by SECURITAS can start after approval of the setting up and signing the RVS setting protocol by the Customer and SECURITAS.

### **3. OWNERSHIP, MODIFICATIONS TO THE SECURITY EQUIPMENT**

**3.1** SECURITAS shall provide a transmitter (applies only to systems where SECURITAS supplies the SAT GUARD transmitter) or an IP communicator (applies only to systems where SECURITAS supplies IP communicators) to the Customer, eventually if it was so agreed, the RVS system as a technical device necessary for proper transmission of the alarm signal, for the whole term of this Agreement.

**3.2** The Customer shall not be authorised to carry out any modifications or extensions to the security equipment, or make any other interventions in it. Modifications or extensions to the equipment can be provided exclusively by SECURITAS. The Customer shall make arrangements so that the security equipment can operate without any disturbances caused by reconstruction work or other works carried out on the site.

**3.3** SECURITAS is entitled to replace the agreed equipment or its parts for equivalent equipment of a different type or from a different manufacturer at its discretion, provided such a replacement does not affect the standard of the services.

### **4. RIGHT OF OWNERSHIP AND DISPOSAL**

**4.1** Any equipment installed by SECURITAS as well as the transmitter, RVS or IP communicator, shall remain the property of SECURITAS and will not become a constituent part of the Customer's property or its ownership. The Parties explicitly acknowledge that all the equipment installed by SECURITAS,

including the transmitter and IP communicator, shall not become a constituent part of the property as specified in Section 505 of Act No. 89/2012 Coll. (New Civil Code) after their installation, hence the provisions of Section 508 of the New Civil Code shall not be applied either.

**4.2** The Customer shall not alienate, load or otherwise handle or use the security equipment or its parts in such a manner that would endanger or impede the ownership right of SECURITAS.

**4.3** The Customer is not authorised to move the security equipment from the place of its installation specified in the Agreement without written permission from SECURITAS.

**4.4** The security equipment shall be deactivated and/or disassembled at the end of the term of the Agreement upon the decision of SECURITAS. Disassembly of the security equipment shall be provided by SECURITAS or a person appointed by SECURITAS. All costs related to the return of the security equipment shall be covered by the Customer.

**4.5** SECURITAS can place a label on the security equipment visibly showing a statement that the equipment is the property of SECURITAS.

### **5. TECHNICAL INSPECTION, MAINTENANCE AND SERVICES**

**5.1** SECURITAS is responsible for technical inspections, maintenance and repairs of the security equipment according to the below-specified conditions.

**5.2** All repairs and maintenance will be conducted during regular working hours of SECURITAS, unless agreed otherwise.

**5.3** The following items are not included in the agreed price for the services, however, SECURITAS provides them upon an independent statement according to the current applicable price list of SECURITAS:

**a)** Servicing measures or rectification of defects or deficiencies in the functioning of the security equipment caused by burglary, vandalism, fire or damage by water, natural disaster, lightning, incorrect voltage or other external influences, such as trees, shrubs or other items which cause disruption of the operation or functioning of the security equipment.

**b)** Destruction, loss or damage to the security equipment caused by removal, alteration, improper handling or repair not executed by SECURITAS, or as a result of any failure to respect the instructions of SECURITAS in terms of operation and care of the security equipment.

**c)** Loss or damage to the security equipment caused by equipment/device different to that which is part of the security equipment, or modification to the security equipment or other work carried out by a person different than SECURITAS or a supplier approved by SECURITAS.

**d)** Material, work and transport in case of replacement of charging accumulators and other consumables.

**e)** Cleaning or fire alarm detector replacement.

**f)** Testing of the external control or functions not provided by SECURITAS.

**5.4** SECURITAS does not guarantee that the security equipment will always work without defects. Back-up measures / procedures which compensate for any failure in operation/limitation to the functionality of the supplied security equipment shall be limited to those explicitly specified in the Agreement.

**5.5** In the event of repeated disruptions to operation or error messages, SECURITAS can disconnect the security equipment or its part and start a field test of the equipment as required. Callouts or other actions are not usually provided during a field test.

**5.6** SECURITAS shall save all data (records from RVS, etc.) and other information obtained via the equipment, for a period of maximum 7 days, except for records of alarm signals, which will be saved for a period of 365 days. After the end of this period, SECURITAS will be entitled to destroy the data and information.

**5.7** Definitions of individual types of EZS monitoring services:

**a)** Complex CNS service - all technical and alarm information from EZS is transmitted to the CNS, where it is evaluated by other technical equipment and operators in continuous operation. Should any deviation from normal conditions or a property intrusion be established, the CNS operator will promptly send an intervention unit to check the property. If necessary, the operator shall arrange for the Police of the Czech Republic, other organisations or other rescue teams to be called according to the conditions of the Intervention Plan of the property.

**b)** District car patrols - SECURITAS shall perform district car patrols (i.e., regular or irregular inspections of the Customer's property by a SECURITAS intervention unit) in the agreed extent, and eventually shall also provide services related to this (e.g., subsequent inspection of the property and measures necessary to secure the property) solely in the manner specified in the intervention plan of the property.

**c)** A CNS service package - contains the Complex CNS service, one district car patrol and one unjustified callout per calendar month free of charge. The Customer shall not pay for the integration in the CNS system of SECURITAS ČR s.r.o. or the transmitter installation and programming.

**5.8** Definitions of individual types of EZS monitoring services:

**a)** Alarm verification - the RVS centre monitors alarm signals from the a) Customer's property and if an alarm signal is received, it shall check the relevant video recording to see if the property has actually been intruded and it shall make arrangements to take further steps subject to the Intervention Plan.

**b)** Virtual foot patrols - to be carried out by SECURITAS at the time and to the extent according to the specifications in the Intervention Plan for remote inspection of the property and checking of recordings from the specified cameras.

**c)** Opening/closing doors - SECURITAS shall provide remote opening/closing of doors or other entry mechanisms in the property according to the specifications in the intervention plan.

**d)** Remote turning on/off of appliances - SECURITAS shall provide remote turning on/off of specified appliances subject to the specifications in the Intervention Plan.

# **SPECIAL BUSINESS TERMS TECHNICAL SECURITY No. T01**

## **regulating provision of services of technical security of property and persons by SECURITAS ČR s.r.o.**

e) Audio contact – if any intrusion of the property is established, SECURITAS will use loudspeakers in the property to inform the intruder that the property is being guarded to discourage them from property intrusion.

### **6. CUSTOMER'S OBLIGATIONS**

6.1 The Customer is responsible for proper operation and care of the security equipment, shall provide for correct and full functioning of the whole system, and shall prevent the equipment from being exposed to any damage, except for normal wear and tear.

6.2 Upon request, the Customer undertakes to provide SECURITAS personnel with access to the premises, place of performance, as well as the equipment to allow SECURITAS to meet its obligations under the present Agreement. SECURITAS shall be entitled to carry out checks of the security equipment and use of licences at any time during the term hereof.

6.3 The Customer shall ensure that any used lifting gear, lifts and any other equipment and workplaces generally meet the requirements of the applicable legislation relating to the working environment, Health and Safety and fire prevention.

6.4 The Customer shall ensure that SECURITAS personnel will have access to parking lots, on-site amenities, electrical appliances and changing rooms free of charge in order to and to the extent of the fulfilment of their contractual obligations, and allow SECURITAS personnel to consume any food and drinks in the security operation room they might bring, and if necessary, also allow them to access any auxiliary equipment such as ladders, scaffolding or lifting equipment necessary for SECURITAS to perform its duties. The Customer shall provide any necessary assistance.

6.5 Preparatory work to be implemented by the Customer should be executed in accordance with SECURITAS instructions. Such work shall be completed by the Customer before installation of the equipment starts. After its completion, the Customer shall hand over drawings and other information related to the work to SECURITAS.

6.6 All civil works and repairs carried out on buildings and existing property during the installation, maintenance, repair or disassembly of the security equipment shall be paid for and executed by the Customer.

6.7 The Customer will provide correct information on entering into an Agreement with SECURITAS and the consequences thereof to its employees and all and any tenants and other persons who can be affected by the performance of the Agreement.

6.8 Upon a call from SECURITAS, the Customer undertakes to modify (remove obstacles or other causes) anything on the site where SECURITAS provides services to the Customer and its surroundings which generate false alarms (e.g., to cut off interfering tree branches, to repair bearing structures, fencing, to clean cameras if they are covered with dirt or snow, etc.). In case of repeat false alarms, SECURITAS is authorised to make necessary modifications to the hardware or software configuration for filtering false alarms. Should the frequency of false alarm signals transmitted to the CNS be higher according to SECURITAS than is usual according to the assessment by SECURITAS for properties similar to the guarded property of the Customer and the agreed manner of providing services, SECURITAS is entitled to call the Customer to negotiate modifications to the contractual terms (this also includes re-setting of CCTV or other related technology, including any relocation of cameras and technology in a different manner or in a different place, modifications to the Customer's property, etc.). If the Parties fail to agree on modifications to the Agreement within thirty days of the call to open negotiations, SECURITAS shall in such case have the right to suspend or restrict the provision of services or to withdraw from the Agreement in writing with a shortened notice period, which is 2 weeks and commences on the day the notice was served to the Customer. The launch or result of the negotiations on the modifications to the Agreement has no influence on the Customer's obligation to pay the price for processing of a false alarm signal.

If the re-setting of CCTV or other related technology, including the location of cameras and technology, is done in a different way or in a different place upon the request of the Customer or due to reasons on its side, the Customer shall bear the respective costs.

6.9 The Customer is responsible for providing, turning on and operating (including payments of costs) all communication services of third parties (for the Internet at an agreed speed and quality) used for transmission of the signal between the security equipment on the site of the Customer and CNS SECURITAS. SECURITAS is not responsible for any damage or defects caused by any defect, failure or restriction to these communication services.

6.10 After termination of the Agreement and at its own expense, the Customer shall disconnect the alarm signal transmitters which communicate with the CNS to properly end the transmission of alarm signals to CNS SECURITAS. Should the transmission of alarm signals, which should have already been disconnected, continue to be received by CNS SECURITAS from the Customer's property, SECURITAS will be entitled to charge the price for the services in the full amount even after the end of the term of the Agreement. SECURITAS, however, will not be obliged to respond to the signals. If the Customer fails to disconnect the transmitter or fails to allow SECURITAS to disassemble its equipment upon termination of the Agreement, SECURITAS will be entitled to charge the Customer a contractual fine of CZK 1,000 for every commenced month of delay by the Customer, which will not affect claims for refunds for a loss in the full scope.

### **7. PRICE OF SERVICES**

7.1 The Customer shall pay SECURITAS the price of the services agreed in the Agreement (the fixed tariff price and the price of other services) against an invoice - VAT invoice. The Customer shall specify the following manners of payment for the services in the Agreement:

a) on a quarterly basis - the Customer shall pay a fixed tariff price for the services for each quarter in advance, the first invoice shall be issued within 7 days of the signing of the Agreement, further invoices shall in the following billing quarter always be on the same day the Agreement became effective. The tax liability date is the day of invoice issuance.

b) on a half-yearly basis - the Customer shall pay a fixed tariff price for the services for each half-year in advance, the first invoice shall be issued within 7 days of the signing of the Agreement, further invoices shall in the following half-year billing always be on the same day the Agreement became effective.

c) on an annual basis - the Customer shall pay a fixed tariff price for the services for every year in advance, the price of the service also includes two callouts per year (an aliquot number of callouts for the part of the year rounded down to an integer). The first invoice shall be issued within 7 days of the signing of the Agreement, further invoices shall follow in the next billing year always on the same day the Agreement became effective.

7.2 The tax liability date in the cases above is the day of invoice issuance. Prices for other services not mentioned above (not fixed tariff prices) will be billed monthly, always after the end of the calendar month.

### **8. INSTRUCTIONS TO CARRY OUT TASKS**

8.1 The Customer gives instructions to SECURITAS on how to respond to received signals exclusively via the Intervention Plan, which contains both the Customer's contact persons and a description of all specifics of the guarded property so that the intervention can be properly executed. The Customer is responsible for up-to-date information in the Intervention Plan. The Customer is responsible for any damage or losses or costs incurred by SECURITAS as a result of any out-of-date information. If the Customer fails to give SECURITAS specific instructions for responding to the signal, respectively, if it fails to sign the Intervention Plan of the property, SECURITAS is entitled, but not obliged, to take adequate measures at the cost of the Customer, which will be assessed by it as a suitable response to the signal. The Customer agrees that all calls with CNS SECURITAS be recorded and archived for a period specified by SECURITAS.

8.2 Records of alarms, messages or tuning of signal codes shall be made after consultation with SECURITAS. Should records of alarms or messages be submitted to persons specified in the list of authorised persons of the Customer, such list shall be provided to SECURITAS in sufficient time before commencement of the services.

8.3 SECURITAS shall be entitled to charge a special fee for every received alarm signal or message and for every subsequent step taken which is not included in the Agreement or applicable action instruction.

8.4 The intervention unit callout shall not start until the Intervention Plan has been signed and SECURITAS has been given all assistance and cooperation by the Customer (access to keys, documentation of the property, etc.). For new installations, removal of or modifications to the alarm equipment, SECURITAS shall be entitled to set up a test field if it deems it advisable.

### **9. RESPONSE TO THE ALARM SIGNAL**

9.1 The Customer acknowledges that all agreed response times and/or the frequency and extent of interventions can occasionally deviate from the contractual arrangement.

9.2 SECURITAS has the right to temporarily suspend the callout service to the alarm signal in the event of repeat false alarm signals or in case of three or more alarms within 24 hours, until rectification. An unjustified callout of the intervention unit shall be understood as a callout to a false alarm signal, which shall be understood as a signal sent from the Customer's property, without the property actually being intruded or another event which should result in a justified transmission of the signal subject to the Agreement. A false alarm signal is always a signal the cause of which was not established open inspection of the property. The Customer proves the fact that the signal was a false alarm signal. SECURITAS does not charge for justified callouts.

9.3 If the transmission of the alarm signal or image/video (RVS) was probably caused by external factors, e.g., weather, modification to external or internal environment, or anything else which is in the scope of the responsibilities of the Customer (e.g., incorrect handling), SECURITAS shall be entitled to charge the costs/price of all measures taken.

9.4 The customer acknowledges that the possibility to provide RVS system monitoring and the responsibility of SECURITAS for any breach of contractual obligations is limited or completely excluded as a result of adverse weather conditions (e.g., fog, heavy rain, snowing). If such situation occurs, SECURITAS will inform the contact person of the Customer specified in the Intervention Plan and propose an alternative solution for the provision of security services without delay. The cost of implementing the agreed alternative measure shall be borne by the Customer.

9.5 Unless otherwise agreed, the Customer shall see to it, at its own expense, that the security equipment is in a good operational condition, it is maintained and no false alarm signals are transmitted from it, and, in case of the transmission of images/video, it shall prevent any negative influences on the quality or accurate transmission of the image/video.

9.6 If it is impossible to check the cause of the alarm at SECURITAS CNS at the moment the image /video is used to verify the alarm, SECURITAS shall be entitled, but not obliged, to take any steps it finds necessary in the specific alarm, for example, to send the intervention unit to check the property at the expense of the Customer, unless the Intervention Plan specifies otherwise for the specific situation.

### **10. PERSONAL ALARM (GPS)**

10.1 If the Agreement specifies the Personal Alarm service, the technical equipment, including a SIM card, shall be supplied by SECURITAS, unless agreed otherwise. The supplied technical equipment, including the SIM card, is the property of SECURITAS and shall be returned as of the day of

**SPECIAL BUSINESS TERMS TECHNICAL SECURITY No. T01**  
**regulating provision of services of technical security of property and persons by SECURITAS ČR s.r.o.**

termination of the Agreement, unless agreed otherwise. All costs related to returning the equipment shall be paid by the Customer.

10.2 The supplied SIM card can be used solely for the transmission of alarm signals from the submitted device. SECURITAS shall have the right to charge the Customer for all communication fees incurred by other use.

10.3 The Customer is responsible for any losses or damage to the submitted equipment of SECURITAS, regardless of the cause.

**11. INSURANCE AND RESPONSIBILITY**

11.1 The Customer shall ensure adequate insurance for any disruption in performing services, particularly insurance of property against loss, theft, burglary, disasters, etc. Should the security equipment be damaged or lost, where a loss or damage are covered by insurance proceeds, all the insurance proceeds shall belong to SECURITAS. The Customer is responsible for any loss or damage to the security equipment which is not covered by the insurance of the Customer.

**12. KEY CONTROL SYSTEM HAS ALREADY BEEN PROOFREAD**

12.1 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.

12.2 The Customer hereby authorises SECURITAS to access the property via a locksmith at the cost of the of the Customer if the Customer submitted to SECURITAS incorrect or incomplete keys.

12.3 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.

12.4 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.

**13. EFFECTIVENESS OF THE SPECIAL BUSINESS TERMS**

13.1 These SBT come into force and effectiveness on 1 May 2017.

SECURITAS ČR s.r.o.  
Michal Kunik, Director