

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SECURITY SERVICES No. GTC 09

DEFINITIONS

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

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

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

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

“**Losses**” means losses as stipulated in applicable law including, but not limited to, any and all claims, losses, liabilities, damages, actions, demands or expenses (including, but not limited to, all reasonable attorneys fees or costs of suit which a party may incur as a result of or in connection with the provision of the Services under this Agreement).

“**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.

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

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

“**Securitas**” means the company SECURITAS ČR s.r.o. residing at Pod Pekárnami 878/2, 190 00 Praguea 9 – Vysočany, entered in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert No.: 5009;

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

1 COMMENCEMENT OF THE PROVISION OF SERVICES AND DURATION

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

2 SCOPE AND PERFORMANCE OF SERVICES

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

2.2 Instructions by the Customer. Securitas shall not be obliged to follow any instructions of the Customer other than those specified in the Scope of Work. If, in the performance of the Services, the Customer gives instructions outside the Scope of Work which alter or affect the performance of the Services, the Customer shall be solely responsible for all consequences deriving from such instructions and shall indemnify and hold Securitas harmless in respect thereof.

2.3 Requests for Adjustments and Additions 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 in Securitas' opinion require an adjustment of the Service Fee or this Agreement, Securitas shall notify the Customer of such required adjustments to the Service Fee. The parties shall negotiate in good faith on any and all requested adjustments and/or additions to the Services, the Service Fee or this Agreement. In order for any changes to the Services, Service Fees and/or this Agreement to be binding for 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 this Agreement will remain unchanged. For purposes of clarity, Securitas' employees providing the Services are not entitled to agree to adjustments and/or additions to the Services. Securitas shall be allowed to 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 in writing within [XX] working days from their communication. In case of opposition, Securitas shall be entitled to terminate the Agreement for good cause as per Article 9.1 below.

2.4 Personnel. Personnel providing the services are Securitas employees or sub-contractors hired by Securitas. Securitas shall have the right to change personnel assigned for the Services at any time. The Customer may request changes in Securitas personnel, but Securitas in its sole discretion will determine any actions to be taken based upon such a request. Customer requests to change personnel shall be made in writing, stipulating the reasons for requesting the change.

2.5 Subcontractors. Securitas may use subcontractors to provide some or all of the Services. Securitas will be responsible for such subcontractors subject to the limitations of liability stipulated in this Agreement.

2.6 No guarantee. Securitas does not guarantee a function or result of the Services or accept overall responsibility for the security at the Customer's Site(-s). Unless otherwise agreed in the 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.

3 THE CUSTOMER'S COMMITMENT

3.1 Cooperation. The Customer shall at all times cooperate with Securitas to allow Securitas to provide the Services under the best possible conditions. This shall include, but not be limited to, the Customer providing (i) a safe, healthy working environment for Securitas personnel in accordance with applicable laws and regulations, (ii) all relevant information, access and assistance that Securitas reasonably requires to perform the Services without interruption, including, without limitation, suitable office space and utilities, and (iii) prompt notice of anything that may affect Securitas' safety, risk or obligations under this Agreement or which is likely to lead to an increase in Securitas' costs for providing the Services.

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

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

4 SERVICE FEES

4.1 Service Fee. The Customer shall pay the Service Fee to Securitas for the provision of the Services in the amount and by means specified in the Agreement.

4.2 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 (i) increased labour costs or costs related to cars or other equipment provided, (ii) changes in insurance premiums and/or (iii) changes in legislation or regulations relating to the Services. Securitas is also entitled to adjust the Service Fee once a year by a percentage rate of an average inflation in the Czech Republic throughout the past calendar year, published by the Czech Statistics Authority, starting in the month following their publishing. Securitas will inform the Customer about the change in the cost in writing and in advance.

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

5 PAYMENT

5.1 Payment of the Service Fee. Customer will be billed, monthly at the end of the respective calendar month. Invoices are payable fourteen (14) days from the date of the invoice, without any setoff. By signing the Agreement Customer approves that all invoices will be issued and delivered to him in electronic form via e-mail within the meaning of and under conditions of section 26, subsection 4 of statute no. 235/2004 Coll., and within the meaning of and under conditions of other provisions of this statute. Invoices shall be sent on Customer's e-mail address mentioned in the Agreement. If electronic invoices are not used then the invoices will be sent to the Customer's address mentioned in the Agreement. The Customer's failure to pay any amount when due will be considered a material breach by the Customer. A late charge of 0,05% of the amount due per day will be added to balances not paid within fourteen (14) days of the date of the invoice. Customer must notify Securitas in writing of any dispute regarding the amount of an invoice within thirty (30) days from the invoice date, otherwise all disputes will be deemed waived. Customer will bear all costs associated with Company receiving payments due for services rendered under this Agreement. If Securitas must institute suit or collection services to collect amounts owed to Securitas under this Agreement, Customer agrees to pay Company's attorneys' fees and other costs of suit or collection.

5.2 Suspension. In the event of payment delay, Securitas may suspend the performance of Services rendered under this Agreement, upon five (5) days prior written notice. Securitas is not liable for any damages connected with

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- such suspension or resulting from a loss suffered meanwhile the suspension. Suspension will not release the Customer from any of its obligations under the Agreement.
- 5.3 **Immediate Payment.** In case of non-payment based on liquidity problems of the Customer, Securitas may condition the continued performance of the Services on immediate payment for Services already rendered (whether or not invoiced) and/or for Services to be rendered.
- 6 LIMITATION OF LIABILITY**
- 6.1 **Liability for Losses.** Securitas' liability for Customer Losses and any other liability under this Agreement shall be limited as set out in this Article 6. The Customer agrees 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.
- 6.2 **Exclusion of indirect and consequential damages.** Securitas shall in no event be liable for any indirect or consequential damages, including, but not limited to, loss of profit, purely financial loss, loss of income, business or revenue, damage to the customer's or third party's goodwill, even if Securitas has been advised of the possibility of such losses or damages. These indirect and consequential damages are excluded from the extent of the damages.
- 6.3 **Maximum Liability.** Notwithstanding anything to the contrary in this Agreement Securitas' obligation to indemnify the Customer under this Agreement shall in no event exceed, a total of 25.000.000 CZK. The total extent of the compensation for damage Securitas is liable to pay to Customer is limited to the amount mentioned above while by signing the Agreement the Parties affirm they do not expect existence of a higher loss.
- 6.4 **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; provided, however, that if the Customer does not provide such notice to Securitas within six (6) months from the occurrence, Securitas shall have no obligation to pay any compensation whatsoever relating to such claim.
- 7 THIRD PARTY CLAIMS**
- 7.1 **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.
- 8 INSURANCE**
- 8.1 **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.
- 9 TERMINATION OF EFFECTIVENESS OF THE AGREEMENT**
- 9.1 **For Convenience and Cause.** Either party may terminate this Agreement at any time, without cause or penalty, upon three calendar months prior written notice to the other party, in such case the notice period begins the first day of the calendar month following deliverance and ends at the end of the last day of the third calendar month (i.e. not on the day whose number is identical with the day when the period started). Either party may terminate this Agreement for good cause upon ten (10) days' prior written notice to the other party. "Good cause" for Securitas will include, without limitation: (i) any material or persistent minor breach by Customer of its obligations under this Agreement, (ii) cancellation of or a material change to any of Securitas' insurance coverage relevant to this Agreement, (iii) a change in applicable laws or regulations that has a material affect on, or causes a material change to the obligations of Securitas under this Agreement, (iv) if the Customer becomes insolvent, an application for insolvency procedure or similar has been submitted by or against the company, or (v) any act, omission or conduct of the Customer, which in Securitas' reasonable opinion, brings or may bring Securitas' business or reputation into disrepute. The Customer shall be responsible for payment for all Services rendered through the termination date in accordance with this Agreement. If termination of this Agreement is due to Customer's material breach of this Agreement, the Customer shall reimburse Securitas for any costs due to such breach.
- 9.2 **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, materials, software and/or documents (including but not limited to retrieval and/or destruction of electronic documents and data) belonging to Securitas.
- 10 GROUNDS FOR RELIEF**
- 10.1 **Force Majeure.** The following circumstances shall be considered as grounds for relief if they delay or impede the performance of this Agreement: any circumstance beyond the reasonable control of a party such as fire, war, mobilization or military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, hi-jacking or an act of terrorism, epidemic, pandemic, shortage of transport, general shortage of materials or personnel, strikes or other industrial disputes and defects or delays in deliveries by sub-contractors caused by any such circumstance as referred to in this Article.
- 10.2 **Notice.** The party intending to claim relief under Article 10.1 shall inform the other party without delay on the occurrence and on the cessation of such circumstance.
- 10.3 **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 and equipment which, with the consent of the Customer, are held in readiness to resume the Services.
- 10.4 **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 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 10.1.
- 11 CONFIDENTIALITY AND DATA PROTECTION**
- 11.1 **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 purposes of clarity, Securitas' service plans (the "Security Manual" and/or similar documentation) shall always be considered as confidential information for the purpose of this Article 12 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.
- 11.2 **Data Protection.** The parties acknowledge that access and distribution of personal information of the other party or its employees, agents or related parties may be necessary for the proper performance of the Services as set out in this Agreement. Both parties agree to use any personal information obtained throughout the performance of this Agreement with care, in keeping with all applicable rules and regulations and to use such information only for the purpose of performing their duties as set out in this Agreement.
- 12 NON-SOLICITATION**
- 12.1 **Non-Solicitation.** The Customer agrees that, during the term of this Agreement and for a period of twelve (12) months after its termination, if it employs, directly or indirectly, any person employed or formerly employed by Securitas who is or was engaged in providing Services under this Agreement, the Customer will pay Securitas 100.000 CZK for each such person employed by the Customer in recognition of the cost incurred by Securitas for the recruitment and training of this employee. The parties acknowledge that this is a legitimate pre-estimate of the costs for Securitas' loss and not a penalty.
- 13 MISCELLANEOUS**
- 13.1 **Independence.** Securitas is an independent contractor. Nothing in this Agreement shall create a partnership or relationship of principal or agent or employer and employees.
- 13.2 **Severability.** If any provision of this Agreement is held to be unenforceable, it shall be modified to 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.
- 13.3 **Order of Precedence.** In the event that the different parts of this Agreement are conflicting, the documents forming part of this Agreement shall prevail in the following order: (i) the Scope of Work, Exhibit A; (ii) the cover page of this Agreement; (iii) these terms and conditions; and (iv) any other documentation attached hereto.
- 13.4 **Notices.** All notices to be delivered under this Agreement shall be in writing and made by courier, facsimile, overnight mail or certified mail, addressed to the other party at its address set forth in the Agreement or at such other address as the other party may have designated in writing. Any notice so sent shall be deemed received as follows: (i) if hand delivered, on delivery, (ii) if by

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commercial courier, on delivery, (iii) if by registered mail, three (3) business days after mailing, and (iv) if by facsimile, upon receipt.

- 13.5 Assignment. Neither party will assign this Agreement without the other party's written consent, which shall not be unreasonably withheld. However, Securitas may assign this Agreement at any time to any of its affiliates, subsidiaries or successors.
- 13.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements and correspondence, oral or written, between Securitas and the Customer. Any representations, promises or agreements not embodied in this Agreement will not be enforceable.
- 13.7 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.
- 13.8 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.

14 GOVERNING LAW AND JURISDICTION.

- 14.1 Law and Disputes. This Agreement will be governed by and construed solely in accordance with the laws of the Czech Republic without reference to its rules of conflicts of laws. The parties hereby submit to the exclusive jurisdiction of the courts of such country. All terms in this Agreement are only intended to apply to the maximum extent permitted by applicable law. The court having local jurisdiction shall be in the sense of § 89a of the Act No. 99/1963 of Coll. the general jurisdiction court of Securitas.

In Prague on 1st July 2014

SECURITAS ČR s.r.o.
Michal Kuník, executive director