

## Chapter 1: Definitions

In these General Terms and Conditions, the terms below have the following meanings:

<b>Services:</b>	Services to be performed by G4S for the benefit of and agreed on with the Client.
<b>Property:</b>	The building or plot to which the Services relate.
<b>Client:</b>	The party that has entered into an Agreement with G4S or with which services have been agreed
<b>Agreement:</b>	Agreement between G4S and the Client to which these conditions apply.
<b>Personnel:</b>	All persons and ancillary persons, whether or not employed by G4S, who are deployed by G4S in the performance of the agreed services.
<b>The Parties:</b>	The Client and G4S

## Chapter 2: General

### Clause 1: Applicability

- 1.1 These conditions apply to every offer/proposal, agreement and services between G4S and the Client, unless the Parties have explicitly deviated from these conditions in writing. These conditions also apply to all stages preceding the concluding of an Agreement and to the Services and work performed by G4S before the conclusion thereof.
- 1.2 G4S is not bound by the General Terms and Conditions declared applicable by the Client, unless G4S has explicitly accepted those conditions in writing. In the event the General Terms and Conditions of both G4S and the Client apply, the General Terms and Conditions of G4S prevail.
- 1.3 If one or more provisions of these General Terms and Conditions are void or are annulled, the other provisions remain fully in force. Instead of the void or annulled provisions, conditions will apply that approximate as much as possible the aim and purport of the original provisions.
- 1.4 Within these conditions, the Special Provisions of Chapter 3 prevail over the General section of Chapter 2.
- 1.5 In case of conflict between the Dutch terms and conditions and this translation, the Dutch text will prevail

### Clause 2: Offers and proposals

- 2.1 All offers and proposals from G4S are without obligation, unless the offer/proposal states a term for acceptance. G4S is only bound by the offer/proposal if acceptance thereof is confirmed by the Client in writing within the term stated in the offer/proposal. If G4S has not stated a term for acceptance, the offer/proposal expires 30 days after the date of the offer/proposal.
- 2.2 In deviation from the provisions of Book 6, Article 225(2) of the Dutch Civil Code, G4S is not bound by deviations contained in the Client's acceptance of the offer/proposal from G4S.
- 2.3 In the event of a composite offer/proposal for multiple Services, G4S is not obliged to perform a portion of the Services for the price agreed for that portion if the other portion of the offer/proposal is not awarded.

### Clause 3: Performance of the Agreement

- 3.1 The obligation that G4S enters into is a best-efforts obligation whereby G4S will observe the specific requirements of professionalism that should be observed. G4S will comply with the regulations imposed by the government. All requirements stipulated for the Services by the Client must be agreed on in writing with the Client.
- 3.2 If and to the extent proper performance of the Agreement so requires, G4S has the right to have certain Services performed by third parties.

## Working conditions and resources

- 3.3 The Client will give G4S the opportunity to perform the Agreement under conditions that satisfy the statutory safety requirements and other government regulations. The Client will ensure that all information and materials or ancillary materials which G4S indicates to be necessary or which the Client should reasonably understand to be necessary for performing the Agreement are provided to G4S in a timely manner. If the Client does not satisfy this obligation in a timely manner, G4S has the right to suspend or terminate performance of the Agreement and/or charge the Client the extra costs arising from the Client's negligence, including the costs for G4S itself acquiring those resources, according to the usual rates.
- 3.4 The Client will always provide for the reasonably required facilities on location. These in any event include means of communication, adequate heating, lighting, electricity, toilet facilities, telephone, fire extinguishers and first aid facilities.
- 3.5 The Client will set up and maintain the rooms, machinery and tools used by G4S's Personnel in providing Services in such a way and take such measures and provide such instruction as is reasonably necessary to prevent the Personnel suffering any damage in providing the Services. The Client will inform G4S on a regular basis concerning the presence and location of all materials and situations in or near the Property that can be considered to be dangerous to the Personnel.
- 3.6 The Client is responsible for the equipment provided by G4S to the Client. The Client will look after this equipment with due care and insure it against every risk, such as theft, for instance, and all possible damage. If the Client is not the owner of the Property, it must inform the owner or lessor of the fact that the equipment is owned by G4S.

## Clothing

- 3.7 The Personnel will wear the standard G4S uniform while providing services unless agreed otherwise with the Client in writing and such is not precluded by the statutory provisions. Costs associated with desired/required deviations from the standard uniform are at the Client's expense.

## Limitation of service provision

- 3.8 The service provision by G4S is limited to the Services mentioned in the Agreement and the work instructions, to the extent applicable. Other Services not agreed, such as the breaking of labour strikes, becoming in any way involved in political disputes or disputes that can be equated with such, becoming involved in disputes between the Client and one or more third parties and services at odds with public order, security or health will not be performed.

## Criminal offences

- 3.9 If G4S discovers a criminal offence, it will report this to the Client. The Client is authorised to file a report in relation to this criminal offence. G4S reserves the right to file a report itself. G4S cannot be held liable for damage of third parties or the Client as a result of the filing of the report. The Client indemnifies G4S against all claims in relation to this.
- 3.10 Costs that the Client incurs independently and/or with the cooperation of third parties in order to further investigate or discover a (possible) criminal offence or offences cannot be charged to G4S unless G4S has given written permission for this in advance.

## Keys

- 3.11 Keys that have been provided to G4S for the performance of the Agreement will be kept by G4S for no longer than two months after termination of the Agreement, after which they will be destroyed for security reasons. The Client must collect the keys within the two months.

## Clause 4: Delivery, delivery periods and transfer of title

- 4.1 Extra costs to be incurred in connection with urgent deliveries requested by the Client are at the Client's expense. Delivery periods stated are not deadlines unless provided otherwise in writing. The failure by G4S to deliver within a period stated by it does not result in default on the part of G4S.

Default on the part of G4S only arises if a delivery by G4S is not forthcoming after the Client has given G4S a reasonable period in which to do so, in a written reminder sent by registered post.

- 4.2 Minor exceeding of the delivery period or an exceeding of the delivery period that cannot be attributed to G4S will not grant entitlement to damage compensation or dissolution of the Agreement. Delivery period here denotes the period from the moment of requesting the service until the moment at which performance of the services commences.

## Clause 5: Right of retention

Without prejudice to the statutory right of retention, G4S has the right to keep in its possession any good of the Client that has been made available to it on any grounds, this in full satisfaction of everything G4S has to claim from the Client on any grounds whatsoever, unless the Client has furnished satisfactory security in relation to that claim. G4S also has the right of retention in the event the Client becomes bankrupt or the Tax and Customs Administration levies attachment on the property found at the premises.

## Clause 6: Rates

- 6.1 The Client must pay the agreed rate for the agreed Services fully and in accordance with the payment term agreed on in the contract. The Client is not entitled to a discount or setoff.
- 6.2 The prices charged by G4S are excluding VAT and excluding any other levies and costs to be incurred in the context of the Agreement, unless agreed otherwise in writing.
- 6.3 In the event of changes that increase the cost price during the term of the Agreement as a result of, among other things, but not limited to changes to wages, the collective labour agreement and other employment terms, bonuses on wages, national insurance contribution increases, increases of expense allowances, changes to the VAT regulations and increases in the direct and indirect (external) costs, G4S can increase the price agreed with the Client in the interim, such within reason and with due observance of the rules imposed and to be imposed by the government in this connection. This authority arises no earlier than after three months have elapsed from the moment at which G4S and the Client concluded the Agreement. G4S can use price indexation whereby the price can be adjusted on the basis of reasonableness and fairness.

## Clause 7: Invoicing, payment, instalments, time records

- 7.1 The Client pays the invoice within 14 days after invoice date, in a manner specified by G4S, unless the Parties have agreed otherwise in writing. If payment is not made within the stated period, the Client is in default by operation of law. In that case the Client owes the statutory interest on the invoice amount without further notification or notice of default, calculated from 14 days after invoice date onward. Beyond this, the Client must reimburse all reasonable costs incurred by G4S in securing satisfaction out of court, including the costs of a collection agency, lawyer and/or bailiff. In the event of default, G4S will charge at least 15% of the invoice amount as extrajudicial costs, unless the actual costs of the extrajudicial measures are higher.

### Partial contestation, suspension and termination

- 7.2 If the Client partially contests the accuracy of one or more invoices, this does not relieve the Client of its obligation to pay the uncontested portion of those invoices within the payment period. Improper contestation does not constitute reason for the Client to refuse wholly or in part to pay the invoices from G4S.
- 7.3 If the Client does not pay an invoice from G4S within the contractually agreed payment period, G4S has the right to immediately suspend or terminate its work. If, after a demand that the invoice still be paid within a reasonable period, payment has not been received before expiration of the period, G4S can, with retention of all rights, proceed to unilateral termination of the agreement for breach. If work is suspended, the work will be resumed as soon as the Client has satisfied the obligations in full.

- 7.4 If invoices from G4S are repeatedly paid late, G4S has the right - in deviation from the agreed payment periods - to demand an advance in the amount of three times the most recently sent instalment invoice.

#### Allocation of payments

- 7.5 Payments by the Client will firstly be applied to pay all interest and costs owed and secondly to due and payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.
- 7.6 If the term of the performance of the Services is longer than 1 month, G4S can invoice the Client monthly for that portion of the services provided.

#### Objection

- 7.7 If the Client has not submitted a written objection or challenge to G4S in relation to an invoice within 1 week after the date of the invoice, the Client is deemed to agree with the particular invoice.

#### Statutory social security costs

- 7.8 G4S guarantees the payment and correct remittance of all statutory social security costs. G4S does not use a so-called G account or deposit system.

#### Timesheets

- 7.9 G4S can issue invoices based on the timesheets from the Personnel approved by the Client. The Client is responsible for the correct filling in of the hours and overtime worked and the expenses incurred by the Personnel.
- 7.10 If the Client does not approve the timesheets within a reasonable period of three weeks, G4S is entitled to determine and invoice the number of hours worked by the Personnel itself in accordance with the Personnel's statement or, in the absence of such a statement, to set it at the agreed scope of work or scheduled hours.

### Clause 8: Duration and scope of the agreement

#### Indefinite period

- 8.1 The Parties can terminate an Agreement for an indefinite period of time with effect from the end of every calendar year by registered letter, with due observance of a notice period of three months. A client that is a natural person, who is not acting in the operation of a business or practice of a profession, can terminate an agreement for an indefinite period of time with due observance of a notice period of one month.

#### Definite period of time

- 8.2 An Agreement for a definite period of time will, once the agreed period has elapsed, be deemed to have been renewed for the same period, unless the Agreement has been terminated by the Client or G4S by registered letter no later than three months before the date on which the period expires. A client that is a natural person and who is not acting in the operation of a business or practice of a profession can, at any time, observing a notice period of one month, terminate an agreement for a definite period of time that has been renewed or that has a term of longer than 12 months.

#### Termination for breach

- 8.3 The Parties can terminate the Agreement for breach if the counterparty - after a reasonable period stipulated in a written notice of default has expired - fails to comply with its obligations under this Agreement. The Parties can terminate the Agreement with immediate effect in the event of bankruptcy or a moratorium on payments on the part of the counterparty, or if the Debt Restructuring (Natural Persons) Act is applied to the counterparty.

- 8.4 G4S can at any time, by means of registered letter, observing a notice period of 1 month, terminate the agreement without stating reasons and without this entailing any obligation for G4S to pay damages.
- 8.5 During the term of the agreement, the Client will not change the entirety of the contractually agreed services unilaterally, in one go or cumulatively, substantially, (>10%) without prior consultation and written agreement with G4S concerning the consequences ensuing from this.

## Clause 9: Force majeure

- 9.1 Force majeure is defined in these General Terms and Conditions as all circumstances, foreseen or unforeseen, that cannot be attributed to G4S and that prevent G4S from being able to comply with its obligations. These in any event include acts of terrorism, labour strikes at G4S's company, strikes elsewhere, to the extent these limit G4S's service provision, the failure by suppliers of G4S to comply with their obligations, but also extreme weather and traffic conditions, an epidemic or pandemic.
- 9.2 In the event of force majeure, G4S can, without court intervention, suspend performance of the Agreement for a period of at most six months, or terminate the Agreement with immediate effect, without this giving rise to any obligation for G4S to compensate any damages. G4S also has the right to invoke force majeure if the circumstance that prevents (further) compliance takes effect after G4S should have complied with its obligation.
- 9.3 If, when the force majeure situation takes effect, G4S had already complied with its obligations in part or can only comply with its obligations in part, it can invoice separately for the part already performed or the part that can be performed and the Client is required to pay this invoice as if a separate contract were involved.

## Clause 10: Ownership of intellectual property, information and data

- 10.1 The intellectual property rights to the documents provided by G4S, such as reports, opinions, designs, sketches, descriptions, drawings, manuals, guides, software and programming supplied by it remain the property of G4S. The above items are exclusively made available to be used by the Client and may not be reproduced, published or brought to the attention of third parties without the advance written permission of G4S.
- 10.2 All information, details, data and signals generated, registered, received and stored by or at G4S belong to G4S. G4S can dispose of this freely within the applicable law and regulations.

## Clause 11: Complaints

- 11.1 The Client will report any complaint specified and in writing to G4S within 8 days after discovery of a defect. If G4S deems the complaint to be well founded, it will remedy the defect. If a remedy is not possible, G4S will endeavour to reach an adequate solution in consultation with the Client.
- 11.2 Complaints in relation to part of the performance of the Agreement are not a reason for rejection of the entire performance of the Agreement.
- 11.3 The Client will cooperate fully with G4S in resolving the complaint.

## Clause 12: Confidentiality

The Parties are required to keep secret all confidential information that they have obtained from each other or from another source in the context of the Agreement. Information is confidential if a party has designated it as such or if this stems from the nature of the information. The entering into of the agreement between the Parties is in any event considered confidential information. Without the written permission of the other party, this will not be communicated in any way whatsoever, including not via social media.

## Clause 13: Personnel

### Requirements

13.1 G4S will select the Personnel for the performance of the Agreement with reference to the information provided by the Client. The requirements in the Agreement and the law and regulations that apply thereto will be taken into account in this context. Within these frameworks, G4S is entirely free in selecting the personnel.

### Induction and training

13.2 If Personnel of G4S must undergo induction and/or training for the work for the Client, the costs of this are entirely at the Client's expense.

### Takeover of personnel

13.3 During the term of the Agreement between the Parties and for a period of six months after it has ended, the Client will not hire any G4S Personnel and/or have them perform work for it or for third parties, such subject to an immediately due and payable penalty of €15,000 per violation, increased by a sum of €1,500 for each day or part of a day the violation of this clause continues, without prejudice to the right of G4S to full damage compensation.

## Clause 14: Liability

### Limitations

14.1 G4S is exclusively liable for direct damage resulting from intent or gross negligence on the part of G4S - to be demonstrated by the Client - in the performance of its obligations arising from the Agreement concluded between the Parties.

14.2 G4S is not liable for:

- direct trading loss or consequential loss, which in any event is understood to include loss suffered and lost profits;
- damage that is the direct or indirect result of acts of terrorism or malicious contamination, or of government measures connected with the threat or effects of acts of terrorism or malicious contamination;
- damage that is unavoidable in the event of correct performance of the Services, or that results from the urgency required by the circumstances. The rules of management of another's affairs in the Dutch Civil Code, Book 6, Articles 198 - 202 apply in full;
- the consequences of inaccuracy of information provided by or on behalf of the Client;
- for inaccuracies or incompleteness arising in the forwarding or sending of data, delays or errors in the transmission of data, communication disruptions, problems in reaching the persons specified by the Client, (the effects of) computer, pager, telephone or fax malfunctions, software errors, malfunctions or disruptions in a fixed line connection, due to any cause whatsoever;
- the acts or omissions of the Client, its subordinates or other persons put to work by or on account of the Client;
- for the inexpert handling or use of the work delivered by G4S or the items supplied by it;
- damage caused by personnel of G4S while under the management and/or supervision of the Client, whereby G4S de facto had no further control over the actions of those Personnel.

14.3 If keys become mislaid or lost during the Agreement, the Client will ensure within 48 hours that locks and/or key systems are replaced and will provide G4S with new keys. G4S is in no way liable for damage arising after the 48-hour period has expired.

14.4 The liability of G4S is in all cases limited to at most the total contract sum involved with the agreement per incident or series of related incidents, up to a maximum of €1,000,000 per Client per year. For damage resulting from the fact that keys entrusted to G4S in the context of the performance of the Agreement were lost by G4S, the liability is limited to a sum of €2,500 per incident, up to a maximum of €10,000 per Client per year.



## Indemnification

14.5 The Client indemnifies G4S against third-party claims against G4S in relation to the loss of or damage to property, items or persons.

14.6 The Client indemnifies G4S against all claims under product or environmental liability and claims arising from the improper deployment of employees by the Client and the damage arising therefrom.

## WAADI

14.7 G4S does its utmost to carry out the payment of salaries, payments, compensations, etc, in accordance with applicable law and regulations. If during the term of the Agreement it emerges that the legally correct amounts have mistakenly not been used (for instance in the context of the application of WAADI), G4S reserves the right to charge the correct amounts with legally valid retrospective effect.

## GDPR

14.8 The Supplier guarantees that all legal regulations concerning the data to be processed, in particular including the regulations under or pursuant to the General Data Protection Regulation, have been and will be strictly complied with. The Supplier will provide G4S with the information requested in relation to this immediately and in writing. Taking into account the nature of the processing operations, the Supplier has taken appropriate technical and organisational measures and can show these measures on request. The Supplier indemnifies G4S for all third-party claims that may be instituted against G4S for infringement by the Supplier of the applicable privacy legislation and/or regulations and/or statutory retention periods.

### Clause 15: Power of attorney

Arrangements or agreements with subordinate members of the Personnel of G4S are not binding on G4S to the extent these arrangements or agreements have not been confirmed in writing by Personnel who, according to the commercial register of the Chamber of Commerce, have adequate power of attorney. The following are deemed subordinate personnel in this context: all workers and employees who, according to the commercial register of the Chamber of Commerce, do not have adequate power of attorney.

### Clause 16: Jurisdiction and applicable law

Disputes concerning the Agreement and compliance therewith will be laid before the competent court in Amsterdam, unless provisions of mandatory law confer jurisdiction on another court. Exclusively Dutch law applies to every Agreement between G4S and the Client.

## Chapter 3: Special provisions

### G4S Secure Monitoring

#### Clause 17: Actions, rates and limitation of liability

17.1 The action that G4S takes after receipt of an alarm report from the alarm centre depends on the subscription form and has been elaborated in detail in the protocol agreed on with the Client. If no protocol has been agreed between G4S and the Client, the standard procedure as described in the G4S Secure Monitoring User Guide and on the client card applies.

17.2 If G4S notices that the agreed action will not or cannot lead to the envisioned result, G4S Secure Monitoring will act as it sees fit in order to nonetheless answer to the purpose of the service provision as much as possible.

17.3 G4S will not take any action in the event of a power outage or outage of the (telecom) provider's network unless the Client and G4S have agreed otherwise in writing.

17.4 The agreed rate for the alarm centre includes that a maximum of four changes to the protocol can be processed annually. If this number is exceeded, extra costs may be charged on the basis of the applicable hourly rates, for pass cards, postage and/or sending costs, etc.

17.5 Without prejudice to the other rights of G4S, G4S is entitled to charge the Client a sum of €15 (excluding VAT) for every false alarm report, if during the term of the Agreement, ten or more false alarms have occurred.

17.6 The liability of G4S in relation to alarm centre services is also limited as follows:

- to a maximum of €10,000 or, if lower, 10 times the annual invoice amount, per incident,
- up to a maximum of €100,000 per client per year.

#### Clause 18: Service provision with the aid of electronic support

18.1 After receipt of an alarm report, a connection will be established between the alarm centre and the connected camera and/or audio system of the installation, in order to investigate the alarm report/call.

18.2 Outside the case of an alarm report, signals from the connected camera and/or audio system of the installation are only assessed at the alarm centre during agreed (periodic) video surveillance rounds and during video monitoring for granting access.

18.3 If the signals received at the alarm centre via that connection give cause for this, G4S will act in accordance with the protocol agreed on in writing with the Client.

18.4 The Client is responsible for the functioning of the installation, including the projection/configuration of the camera and/or audio system and for the quality of the signals that can be observed at the alarm centre. G4S is not liable for the accuracy or completeness of what is observed at the alarm centre. If the local situation cannot be adequately assessed because of poor reception, poor projection/configuration and/or bad atmospheric conditions which render the signals of insufficient quality, it is up to G4S to assess whether there is cause to act in accordance with the protocol. Any liability on the part of G4S for the acts or omissions of its Personnel is excluded in these circumstances.

#### Clause 19: Granting of access

19.1 G4S's work in relation to granting access is limited to granting access to every person designated by the Client as authorised to enter and to refuse entry to others.

19.2 G4S is not liable in the event of an inaccurate and/or unclear list of the persons authorised to enter provided by the Client and the consequences ensuing from this.

#### Clause 20: Obligations of the Client

20.1 To satisfy the obligations below the client will:

- have the installation checked and maintained by a certified installation technician at least once a year;
- ensure that there are no defects in the installation;
- ensure that the installation is not switched off and is not functioning defectively (as the result of inexpert use);
- provide security codes to family members and/or employees only on a 'need to know' basis and ensure that they cannot be easily discovered;
- maintain a subscription with a (telecom) provider for the support of the requisite phone line(s) and/or other network connections and for the maintenance thereof during the term of the Agreement;
- ensure that the telephone line(s) and/or other network connections of (telecom) providers are free of malfunctions and that there is an uninterrupted connection between the installation and the alarm centre;
- do everything possible to prevent false alarms, as described in the G4S Secure Monitoring User Guide;
- immediately report every false alarm to G4S;
- ensure that a test alarm and the testing of the installation takes place exclusively after consultation with G4S;



- provide G4S with all cooperation and facilities necessary for adequate service provision on grounds of the Assignment, including the energy required for the work, at the Client's expense;
- provide G4S with at least three telephone numbers of usable, up-to-date addresses to which warnings are forwarded, not including the telephone number of the monitored Property, which can be used for adequate service provision. The Client is responsible for these telephone numbers being reachable;
- ensure the accuracy and currency of all data necessary for correct service provision, contract management and invoicing by G4S;
- make possible the performance by G4S of all agreed services under conditions that satisfy the statutory safety requirements and other government regulations;
- In the event the Agreement is terminated, ensure that the installation no longer sends signals to the alarm centre.

If the forwarding of signals has not been ceased one month after termination of the Agreement, the Client owes G4S the rate for a new contract period. G4S has the right to suspend the alarm centre services as long as the Client does not comply with the obligations above.

20.2 The installation (including the numeric programming work), the connection and maintenance of all necessary telephone line(s) and/or other network connections and all costs associated therewith are for the expense and risk of the Client. If, as a result of measures by any (telecom) provider or otherwise, changes are needed to the installation, the Client must have these performed, at its own expense, by a certified installation technician.

20.3 In order to prevent stagnation in actions to be performed by G4S, the Client is obliged to, wherever possible, communicate with G4S via the automatic handling as stated in the Client Guide.

20.4 The Client will not perform any work to the installation itself.

## Clause 21: Trial period

21.1 The obligations of G4S in relation to the alarm centre services do not take effect until after expiration of a fourteen-day trial period that G4S deems to have elapsed without problem, which commences at the moment the installation has been connected to the alarm centre; and after receipt by G4S of the protocol filled in by the Client; and after the Client has satisfied its obligations as laid down in clause 20.

21.2 During the trial period, in deviation from the protocol, if there is an alarm report, G4S will only make a report by telephone to the address to which warnings are forwarded.

21.3 If the number of false alarms during the trial period gives cause for this, the Client agrees now already that G4S will start a new trial period, without the Client being able to enforce any rights. If it proceeds to do so, G4S will notify the Client of this in writing. G4S will also notify the Client in writing of the end of any such new trial period.

## Clause 22: Data processing and confidentiality

22.1 G4S has the right to record and store in a (digital) database all data originating from the Client and all signals from the installation. In the event of a dispute concerning those data or signals, the records and database kept by G4S are decisive, notwithstanding evidence to the contrary provided by the Client.

22.2 G4S has the right to consult and use the recorded and saved information in the context of the performance of the Agreement for the obtaining of insight into its work and for the purposes of invoicing the Client.

22.3 G4S has the right to, immediately at the request of police or justice authorities, provide the information recorded and stored by G4S to police and justice authorities, without this requiring (advance) permission from the Client and without G4S being able to be held liable for this.

## G4S Emergency & Care Centre and TeleService

### Clause 23: General

- 23.1 G4S does not guarantee the availability of persons to whom the calls must be forwarded. G4S only forwards calls and will not comply with requests for information or comments and will not handle any complaints.
- 23.2 If the actual number of calls to be forwarded, measured over a three-month period, emerges to be higher than agreed, G4S will charge for the number of extra calls, proportionate to the compensation for the agreed number of calls.
- 23.3 The Client is responsible for ensuring that the Client's telephone is connected to the alarm centre of G4S, or that during the agreed times, its customers contact the alarm centre of G4S via the telephone connection opened up for that purpose. G4S is not responsible for malfunctions or defects in the telephone connection due to any cause whatsoever.

## G4S Patrol & Response

### Clause 24: General

- 24.1 If the Client is not connected to the G4S alarm centre but to an external control room, G4S is never responsible or liable for the functioning of that control room or the inaccuracy of any data or reports provided by that control room. The external control room is responsible for the registration and changes to the addresses to be warned and the action patterns, and ensures that contact is made with the persons listed by the Client.
- 24.2 The checks or visits to the Property by a surveillance officer can be part of a round that also includes inspections of other clients' properties, in order to keep the costs of security at a reasonable level. The surveillance officer may be forced to urgently investigate another Property or assist another surveillance officer, which could cause delay, interruption or omission of the check of the Client's Property. G4S is not liable for damage suffered by the Client as a result of such hindrance.
- 24.3 G4S is not liable for delays in the opening or closing of the Property that are caused by unforeseen circumstances, such as unusually busy traffic or weather conditions.
- 24.4 If third parties, for the purposes of assisting G4S, have been provided with items such as keys, key cards, codes, etc, these must be returned within 3 working days in the event of a request from G4S to this end. In the event of a refusal, a penalty can be imposed without further court intervention in the amount of €2,500, and €500 for every day that the refusal then continues.

## G4S Security Services

### Clause 25: Schedules, incidental, ad hoc, extra service provision and cancellation

G4S will supply the Personnel in accordance with a schedule agreed on with the Client. Extra hours will be invoiced to the Client. A short shift (less than 3 hours) will be charged for at least 3 hours, based on obligations in the collective labour agreement. If, at the Client's request, G4S supplies fewer hours than provided for in the agreed schedule, G4S retains the right to invoice the hours according to the schedule. Extra services requested by the client which have been confirmed by G4S and then cancelled by the client will be charged in the regular manner.

### Clause 26: Company rules

G4S Personnel will comply with the regulations, instructions and/or company rules applicable for the Property, to the extent the tasks to be performed by the Personnel allow, these are not in conflict with applicable laws and regulations, public order and safety, and they have been provided by the Client in advance.

## G4S Training & Safety

### Clause 27: Assignment

- 27.1 If, in the context of Risk Management, G4S assigns Personnel to the Client for the duration of the project, the Client is obliged to, as soon as it knows on what date the project ends, inform G4S of that in writing immediately, or at least one month before the end of the project.
- 27.2 The Client guarantees that the number of working hours and the work times of the Personnel assigned to the Client comply with the collective labour agreement and statutory regulations. The start and duration of the vacation are determined in mutual consultation between the Client, G4S and the assigned Personnel.
- 27.3 The Client owes the fee for the assignment of Personnel for the full number of working hours, plus compensation for any overtime hours worked and expenses incurred by the Personnel, unless the Personnel were not working on account of illness, incapacity for work, leave or another reason which is within the control of G4S. If work is performed outside of the usual work times, the bonuses agreed on with the Client apply.

### Clause 28: Absence, illness, hindrance on the part of the client

- 28.1 Upon enrolment, the client commits to pay the full tuition fees, whether or not all or only some of the lessons are followed.
- 28.2 A cancellation or move initiated by the client or course participant must be sent in writing or by email to Customer Service desk department (csd.ts@nl.g4s.com / G4S Training & Safety, Customer Service desk department, Galvanistraat 89, 6716 AE in Ede)
- 28.3 Cancellation is defined as: signing out and/or not showing up for the course for any reason whatsoever. This also includes signing out or not showing up on account of illness, an accident or death.
- 28.4 In the event there are not enough sign-ups or if a situation of force majeure occurs, the contractor has the right to cancel or move the scheduled training and/or change the day programme. In the event of a move at the contractor's initiative, the course participant or client can cancel free of charge.
- 28.5 Moving or cancelling free of charge is possible up to 4 weeks prior to the start.
- 28.6 In the event of a move within 4 weeks but no later than 10 working days before the start, €45 is charged for an enrolment or €250 for an entire training. The original enrolment/course will still be invoiced at the applicable rate. The new enrolment/course will be posted at the move cost.
- 28.7 In the event of a move within 10 working days before the start, 50% of the applicable rate will be charged. The original enrolment/course will still be invoiced at the applicable rate. The new enrolment/course will be posted at 50% of the applicable rate. Crisis management training courses cannot be moved within 10 working days before the start.
- 28.8 In the event of cancellation within 4 weeks, but up to no later than 10 working days before the start, 50% of the applicable rate is charged. If invoicing has already occurred, the new enrolment/training is invoiced at 50%.
- 28.9 In the event of a cancellation within 10 working days before the start, 100% of the applicable rate will be charged.
- 28.10 In principle, no extra costs are charged if a different person takes the place of the course participant, provided the Customer Service Desk department (csd.ts@nl.g4s.com) has received this change by email no later than 24 hours before the start. If the notice is given within 24 hours, an administration fee of €45 is charged.

### Clause 29: Cancellation by G4S

- 29.1 If there are not enough sign-ups for a training based on open enrolment, G4S is entitled to cancel the training and make the Client an adapted proposal after cancellation.
- 29.2 If G4S cancels the work before the start of the Services, it will not receive any compensation from the Client whatsoever.
- 29.3 In the event of cancellation by G4S up to four weeks prior to the start of the service provision, G4S does not owe the Client any cancellation costs.

- 29.4 Except in the situation of force majeure, in the event of cancellation by G4S within four weeks prior to the start of the services, G4S will reimburse the Client for all out-of-pocket costs demonstrably incurred by the Client, such as specially hired materials or resources, catering and location costs, as well as reasonable compensation for demonstrable administration or leave costs. This does not apply for cancellation in the event of open enrolment.
- 29.5 G4S will not pay the client any cancellation or termination fee if there is a case of demonstrable force majeure. Illness of G4S employees is not considered force majeure.

**Clause 30: Residual provision: diplomas, payment term and limitation of liability**

- 30.1 Diplomas or certificates are not issued to the Client until full payment to G4S has been made.
- 30.2 For the Client, the invoice from G4S must be paid prior to the start of service provision.
- 30.3 G4S is not liable for the failure by the participants in the course provided by G4S to satisfy the health requirements or the failure to obey, follow or act in accordance with verbal, written and/or audio-visual safety instructions, regulations and directions from experts.
- 30.4 G4S is not liable for the missing out on or cuts to national or international premiums, subsidies or benefits of any nature or form whatsoever.

### **G4S Fire & Safety**

**Clause 31: Liability for waiting hours**

G4S only has a best-efforts obligation to prevent and/or limit waiting hours. G4S is never liable for the arising and/or mounting up of waiting hours.

**Clause 32: Minimum number of hours per shift**

G4S invoices at least 8 hours per shift. Unpaid breaks are deducted from this exclusively if they are in excess of the 8 hours. There is always a maximum of a 0.75-hour unpaid break per day.

**Clause 33: Personal protection equipment**

G4S provides personal protection equipment as standard. This is factored into the hourly rate. Customer-specific personal protection equipment is not factored into the hourly rate, however, and will be charged separately to the client.