



SECURITAS GENERAL TERMS AND CONDITIONS

This Proposal is bound by the Securitas General Terms and Conditions (**Terms and Conditions**). These Terms and Conditions prevail over any terms submitted by the Customer, whether in the Customer's terms of acceptance or in any other document issued by the Customer. The acceptance of a Purchase Order (**PO**) by Securitas will not be deemed as the acceptance of any terms or conditions annexed to or linked to any PO. For Guarding (Protective Services) Services, the General Terms and Conditions and the Terms and Conditions – Guarding apply. Where in conflict the Terms and Conditions – Guarding Prevail.

DEFINITIONS

“Agreement” means these Terms and Conditions, the Cover Page and any exhibits or attachments hereto, including any Scope of Work or Proposal.

“Cover Page” means the cover page to which these Terms and Conditions are attached or under a proposal provided to you.

“Customer” means the customer specified in the Cover Page.

“Data Breach” has the meaning given in subclause 14.3.

“Effective Date” means the date specified in the Cover Page.

“In writing” or **“written document”** means any written communication which has been signed by a person authorised to represent the party making the communication, including, but not limited to printed documents, facsimiles, emails and other electronic means of communication.

“Losses” means, to the extent permitted by applicable law, all losses, claims, liabilities, damages, actions, fines, charges, demands, costs and expenses, professional fees (including, but not limited to, all reasonable legal fees) and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties, which a party may incur as a result of or in connection with the provision of the Services under this Agreement.

“Modern Slavery” has the meaning given in the Modern Slavery Act 2018 (Cth).

“Personnel” means Securitas employees and any approved subcontractors hired by Securitas.

“Proposal” means any written proposal, quote or tender document issued by Securitas to the Customer prior to the execution of this Agreement, setting out the proposed scope, specifications and pricing for the Services, and which is incorporated into this Agreement by reference in the invoice.

“Sanctions” means economic or financial sanctions or trade embargoes or other equivalent restrictive measures imposed, administered or enforced from time to time by any of the European Union, the governments of other member states of the European Union, the United Nations Security Council, the United States government or a United States agency (including OFAC, the US State Department, the US Department of Commerce and the US Department of Treasury) or the equivalent regulator of any other country which is relevant to this Agreement.

“Sanctions List” means any of the lists of specifically designated nationals or designated persons or entities (or equivalent) in relation to Sanctions, each as amended, supplemented



or substituted from time to time.

“**Scope of Work**” means the specification of the Services provided by Securitas to the Customer.

“**Service Fee**” means Securitas’ charges to the Customer for the provision of the Services, as set out in the Scope of Work 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 PSGA Pty Ltd or any of its subsidiaries or any other expressly stated entity.

“**Securitas Group**” means Securitas AB and all entities which are under the direct or indirect ownership or control of Securitas AB.

“**Securitas' Materials**” has the meaning given in subclause 3.4.

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

“**Termination Pay**” has the meaning given in subclause 11.3.

“**Terms and Conditions**” means the Securitas General Terms and Conditions set out in this document or published on the Securitas website.

“**Working Days**” means any day on which banks are generally open for business in the State or Territory where the Services are taking place excluding Saturdays, Sundays and public holidays.

1. ACCEPTANCE, COMMENCEMENT AND DURATION

1.1. **Acceptance.** These Terms and Conditions are incorporated into and form part of the Agreement between Securitas and the Customer. The Customer is taken to have accepted these Terms and Conditions upon the earliest of:

- a. signing and returning the invoice or a copy of these Terms and Conditions to Securitas;
- b. sending written confirmation (including by email) to Securitas accepting the invoice or these Terms and Conditions;
- c. instructing Securitas (whether orally or in writing) to proceed with the provision of the Services; or
- d. making any payment (including a deposit) in respect of the Services.

The Customer acknowledges that by accepting these Terms and Conditions, it has had the opportunity to read and review them prior to acceptance. These Terms and Conditions will prevail over any terms proposed by the Customer, including any terms set out in a PO or other Customer document, unless otherwise agreed in writing by Securitas.

1.2. **Commencement.** This Agreement will commence upon the Effective Date and continue in accordance with the term of the Agreement. Either party may terminate this Agreement in accordance with clause 11 (Termination). 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. Subject to clause 15 (Intellectual Property Rights), any equipment, tools, software, data, materials and/or documentation supplied by Securitas shall always be and remain the exclusive property of Securitas, unless otherwise agreed in writing between the parties.



- 2.2. Instructions by the Customer. Subject to subclause 2.3, 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 changes 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 to the Services, in Securitas' opinion, require an adjustment of the Service Fee or the terms and conditions of this Agreement, Securitas shall notify the Customer of such required adjustments to the Service Fee or terms and conditions of this Agreement. The parties shall negotiate in good faith on any and all requested adjustments and/or additions to the Services, the Service Fee or the terms and conditions of this Agreement. In order for any changes to the Services, Service Fees and/or the terms and conditions of this Agreement to be binding on the parties, all adjustments and/or additions must be agreed in writing with an authorised manager of the relevant party. Unless such agreement is reached, the Services, Service Fees and the terms and conditions of this Agreement will remain unchanged. For the avoidance of doubt, Securitas' employees providing the Services are not entitled to agree to adjustments and/or additions to the Services. Securitas may 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 by notice in writing to Securitas within 7 Working Days from their communication. In case of opposition, Securitas shall be entitled to terminate the Agreement for good cause as per subclause 11.1 below. Pending agreement, Services are to be provided and paid for as in the unamended Agreement.
- 2.4. Personnel. 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. Customer shall be liable for any offboarding costs of Personnel requested by Customer as advised by Securitas to the Customer.
- 2.5. Reduction of Personnel. The Customer shall provide Securitas with a written notice of at least thirty (30) days in advance of any intended reduction in the number of Personnel. The notice must include the specific reasons for the reduction, the number of Personnel to be reduced, and the proposed effective date of the reduction. Upon receipt of the notice, Securitas shall evaluate the request and provide a written response within fifteen (15) Working Days from the date of receipt of notice. If Securitas agrees to the reduction, the parties shall mutually agree on the new effective date and any necessary adjustments to the Service Fee. Any changes to the Service Fee shall be documented in a revised schedule provided by Securitas. Should the Customer wish to reinstate Personnel following a reduction, the Customer must provide Securitas with at least thirty (30) days' written notice. Reinstatement of Personnel shall be subject to availability and may require adjustments to the Service Fee. The Customer shall be liable (at Securitas' sole discretion) for any costs related to reduction of Personnel, including redundancy expenses.
- 2.6. 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.
- 2.7. 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. CUSTOMER'S OBLIGATIONS



- 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, materials, access and assistance that Securitas reasonably requires to perform the Services without interruption, including but not limited to, access to the Site(s), suitable office space, and utilities, as reasonably required; 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. Accurate Scope of Work. The Customer is responsible for ensuring that the terms of the Scope of Work are complete and accurate.
- 3.3. Licences, permissions, consents. The Customer shall obtain and maintain any necessary licences, permissions and consents which may be required before the date on which the Services are to start.
- 3.4. Maintenance of Securitas Materials. Customer shall keep and maintain all materials, equipment, tools, documents and other property of Securitas ("**Securitas' Materials**") at the Site(s) in safe custody at its own risk, maintain Securitas' Materials in good condition until returned to Securitas, and not dispose of or use Securitas' Materials other than in accordance with Securitas' written instructions or authorisation.
- 3.5. Customer failure. If the Customer fails to comply with any obligation under this clause, Securitas may:
 - a. suspend the provision of the Services (in whole or in part) until the Customer has remedied the failure, without any liability to the Customer for loss or damage arising from such suspension; and
 - b. recover from the Customer any additional costs reasonably incurred by Securitas as a direct result of the Customer's failure, including costs of re-mobilisation or reconfiguration of the Services.
- 3.6. No liability for customer failure. To the maximum extent permitted by law, Securitas will have no liability to the Customer for any failure to provide the Services, or for any loss or damage suffered by the Customer, to the extent that such failure, loss or damage is caused or contributed to by:
 - a. the Customer's failure to comply with its obligations under this clause;
 - b. inaccurate, incomplete or misleading information provided by the Customer to Securitas;
 - c. faulty, damaged or poorly maintained Site Equipment; or
 - d. any act or omission of the Customer or the Customer's personnel.

4. CUSTOMER'S COMMITMENTS

- 4.1. Sanctioned ownership. Customer represents and warrants that it is not a person that is listed on, or owned (whether directly or indirectly) or controlled by a person listed on, a Sanctions List. For the purposes of this subclause 4.1, "ownership" and "control" have the meaning given to them in the applicable Sanctions or in any official guidance in relation to such Sanctions.
- 4.2. Sanctioned activities. Customer represents and warrants that it does not, directly or indirectly, engage, without prior authorisation from a competent authority (where permitted), in activities that are prohibited by Sanctions.

5. SERVICE FEES

- 5.1. Service Fee. The Customer shall pay the Service Fee to Securitas for the provision of the Services as specified in the Scope of Work.



- 5.2. 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 if Securitas' costs for the provision of the Services increase due to: (i) increased labour costs or costs related to any equipment and tools provided; (ii) changes in insurance premiums; (iii) changes in legislation or regulations relating to the Services (iv) any other matter in Securitas' sole discretion that has caused an increase in the Service Fee outside of its reasonable control.

6. PAYMENT

- 6.1. Payment of the Service Fee. Customer will be invoiced monthly in advance. Invoices are payable within thirty (30) days from the date of the invoice, without any setoff, counterclaim, deduction, or withholding, to the remittance address on the invoice. The Customer's failure to pay any amount when due will be considered a material breach by the Customer. A late charge of 2% per month will be added to balances not paid within thirty (30) days of the date of the invoice. Interest accrues daily from (and including) the due date to (but excluding) the date of actual payment and is calculated on actual days elapsed and a year of 365 days. You will be required to pay all fees due to Securitas upon receipt of any request for payment under this clause. You will be charged the reasonable cost of all expenses, including legal costs incurred in the enforcement of the notice of default. 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 Securitas receiving payments due for services rendered under this Agreement. If Securitas must initiate legal proceedings or collection services to collect amounts owed to Securitas under this Agreement, Customer agrees to pay Securitas' legal fees and other costs associated with the initiation of legal proceedings or collection services.
- 6.2. Suspension. In the event of payment delay, Securitas may suspend the performance of Services rendered under this Agreement, by providing ten (10) days prior written notice. Suspension will not release the Customer from any of its obligations under the Agreement.
- 6.3. Immediate cash payment. In case of non-payment, Securitas may condition the continued performance of the Services on immediate cash payment for Services already rendered (whether or not invoiced) and/or for Services to be rendered.

7. GST

- 7.1. Interpretation. Words or expressions used in this clause 7 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.
- 7.2. GST gross up. Despite any other provision in this Agreement, if a party ('**Supplier**') makes a supply under or in connection with this Agreement on which GST is imposed (not being a supply the consideration for which is specifically described in this Agreement as 'GST inclusive'): (i) the consideration payable or to be provided for that supply under this Agreement, but for the application of this clause ('**GST exclusive consideration**'), is increased by, and the recipient of the supply ('**Recipient**') must also pay to the Supplier, an amount equal to the GST payable on the supply ('**GST Amount**'); and (ii) the GST Amount must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.
- 7.3. Reimbursements (net down). If a payment to a party under this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party, or the representative member of the GST group that party is a member of (as the case may be), is entitled for that loss, cost or expense.
- 7.4. Tax invoices. The Recipient need not pay the GST Amount in respect of a taxable supply made under or in connection with this Agreement until the Supplier has given the Recipient a tax invoice in respect of that taxable supply.



- 7.5. Exclusion of GST from calculations. If a payment is calculated by reference to or as a specified percentage of another amount or revenue stream, that payment shall be calculated by reference to or as a specified percentage of the amount or revenue stream exclusive of GST.
- 7.6. Adjustments. If an adjustment event arises in respect of a supply made under or in connection with this Agreement, then:
- a. if the Supplier's corrected GST Amount is less than the previously attributed GST Amount, the Supplier shall refund the difference to the Recipient;
 - b. if the Supplier's corrected GST Amount is greater than the previously attributed GST Amount, the Recipient shall pay the difference to the Supplier;
 - c. the Supplier must issue an adjustment note to the Recipient within 7 Working Days of the adjustment event occurring or otherwise as soon as it becomes aware of the adjustment event; and
 - d. any payment under this subclause 7.6 must be paid to the Supplier or Recipient (as the case may be) within 15 Working Days of the adjustment note being issued by the Supplier.

8. LIMITATION OF LIABILITY

- 8.1. Liability for Losses. Either party's liability to the other party for Losses and any other liability under this Agreement, except as a direct result of that party's negligence, wilful act or omission or in relation to death or injury, shall be limited as set out in this clause 8 (Limitation of Liability). Both parties acknowledge that the Service Fee reflects the assessment of the risks and exposures based on information provided by the parties and that the Agreement and the Scope of Work is conditioned upon the fact that the parties' liability in this Agreement is limited as provided herein. For the avoidance of doubt, Securitas will have no liability for any failure to provide the Services or any loss or damage suffered by the Customer to the extent caused or contributed to by the Customer's failure to comply with its obligations under clause 3 (Customer Obligations).
- 8.2. Exclusion of indirect and consequential damages. To the extent permitted by law including the Australian Consumer Law, neither party shall be liable for: loss of actual or anticipated profit; punitive damages; any other indirect or consequential damages; purely financial loss; loss of income; loss of goodwill; loss of business; or loss of revenue, all whether foreseeable or not, even if the party has been advised of the possibility of such losses or damages. Subject to subclause 8.4, nothing in this Agreement shall exclude or in any way limit Securitas' liability to the extent the same may not be excluded or limited as a matter of applicable law, including under the Australian Consumer Law.
- 8.3. Maximum Liability. Notwithstanding anything to the contrary in this Agreement but without limiting a Customer's rights under subclause 8.4, if the parties' maximum liability is not set out under a Scope of Work for Services rendered then the parties' annual maximum liability to the other party under this Agreement shall not exceed, the total of the aggregate Service Fees paid by the Customer during the six (6) month period immediately preceding the date on which the relevant cause of action arose, or if the cause of action arises in the first six (6) months of this Agreement, then the total amount of Service Fees paid or payable. If the maximum liability is set out under a Scope of Work for Services rendered, then the maximum liability set out in the Scope of Work will prevail for those Services rendered.
- 8.4. Australian Consumer Law. If the Customer has rights to remedies under the Australian Consumer Law arising from Securitas' failure to meet a consumer guarantee in the provision of the Services (or part thereof), Securitas' liability is limited to re-supplying those Services or paying for the cost of having those Services supplied again.
- 8.5. 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. If the Customer does not provide such notice to Securitas within six (6) months from the occurrence, Securitas shall have no obligation to make any payment whatsoever relating to such claim.



- 8.6. Maximum Liability for negligence, wilful act or omission or in relation to death or injury. Except as limited by statute, Securitas' annual maximum liability for to the Customer for proven negligence, wilful act or omission in relation to death or injury shall not exceed AUD \$500,000. For the avoidance of doubt, Securitas' liability to the Customer for proven negligence, wilful act or omission that does not result in death or personal injury (including negligence causing property damage or financial loss) remains subject to the annual aggregate cap set out in subclause 8.3.

9. THIRD PARTY CLAIMS

- 9.1. 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 or its Personnel.

10. INSURANCE

- 10.1. 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.

11. TERMINATION

- 11.1. For convenience. Securitas may terminate without cause or penalty, by providing ninety (45) days' prior written notice to the other party. The Customer may terminate without cause by providing 90 days' written notice.
- 11.2. Either party may terminate this Agreement by giving not less than thirty (30) days' notice in writing to the other party if:
- the other party commits a material breach that is capable of remedy, and the breaching party fails to remedy that breach within fourteen (14) days of receiving written notice specifying the breach in reasonable detail and requiring it to be remedied; or where the breach is not capable of remedy, immediately upon written notice to the other party;
 - there is a change in applicable laws or regulations that has a material effect on, or causes a material change to, the obligations of Securitas under the Agreement;
 - The Customer does not accept a Service Fee increase in accordance with clause 5; or
 - the other party becomes insolvent.
- 11.3. If the Agreement is terminated by the Customer under subclause 11.1, the Customer must reimburse Securitas for all direct costs associated with termination, including but not limited to statutory redundancy entitlements and statutory or contractual payments in lieu of notice required to be paid by Securitas to its Personnel directly incurred as a result of the termination referred to in subclause 11.1 (**Termination Pay**). For the avoidance of doubt, Termination Pay does not apply where Securitas terminates this Agreement under subclause 11.1 or under any other provision of this Agreement.
- 11.4. Consequences of termination. If the Agreement is terminated in accordance with this clause 11, the Customer shall be responsible for payment of all Services rendered up to the termination date in accordance with this Agreement, including repayment for any goods ordered, re-stocking fees and any expenses whatsoever that were required under the Scope of Work
- 11.5. Consequences of material breach. If termination of this Agreement is due to Customer's material breach of this Agreement, the Customer shall reimburse Securitas for any loss or damage incurred due to such breach.



- 11.6. Relating to sanctions. If it is or becomes unlawful, or contrary to any law, enabling legislation, executive order or regulation in relation to Sanctions, for Securitas to perform any of its obligations under this Agreement, or if the Customer or its direct or indirect owner is added to a Sanctions List:
- a. Securitas may, in its absolute discretion, cease performing its obligations under this Agreement immediately and/or terminate this Agreement; and
 - b. Customer agrees that Securitas will not be liable to Customer for any loss (including any consequential loss), damage or delay whatsoever as a result of Securitas ceasing to perform its obligations and/or terminating this Agreement in accordance with subclause 11.1 above.
- 11.7. 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, tools, materials, data, software and/or documents (including but not limited to retrieval and/or destruction of electronic documents and data) belonging to Securitas.
- 11.8. Customer's negligence. If the Customer's negligent acts or omissions cause Securitas to incur any damage, Securitas is entitled to terminate the Agreement with immediate effect and the Customer shall hold Securitas harmless from any property, personal, and/or economic damage and loss caused by such negligence.
- 11.9. Termination prior to supply. Securitas may terminate this Agreement, or a Proposal, in full or in relation to specific Goods or Services, immediately if, in its absolute discretion, the provision of the Services at your Site(s) poses a risk to any of Securitas' Personnel.
- 11.10. Termination by Securitas: Securitas may terminate this Agreement by giving not less than thirty (30) days' notice in writing to the Customer if:
- a. the Customer's directors, officers, staff or sub-contractors commit any offence or do any act or fail to do any act which in the reasonable opinion of Securitas is of such a nature as to be likely to harm Securitas' reputation or affect the capacity of Securitas to discharge its obligations under this Agreement;
 - b. the Customer breaches any applicable work, health, and safety law (depending on the applicable jurisdiction) due to which Securitas is of the view that the health and safety of its Personnel is at risk.

12. **SITE ACCESS**

- 12.1. You authorise Securitas and its Personnel to enter your Site(s) for the purpose of this Agreement. You warrant that each of your Sites is a safe place of work and free of harmful materials, infections or building diseases. You will obtain all necessary licences, permissions and consents which may be required for the Services before the Effective Date.

13. **GROUNDS FOR RELIEF**

- 13.1. 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, cyber attacks, ransomware or malicious software attacks, failure or outage of third-party telecommunications or internet infrastructure, failure of third-party technology platforms or systems on which the Services depends, and defects or delays in deliveries by sub-contractors caused by any such circumstance as referred to in this clause 13.
- 13.2. Notice. The party intending to claim relief under subclause 13.1 shall inform the other party promptly on the occurrence and on the cessation of such circumstance.
- 13.3. 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, equipment and tools which, with the consent of the Customer, are held in readiness to resume the Services.

- 13.4. Termination for relief. Notwithstanding any other provision of this Agreement, a party shall be entitled to terminate this Agreement, with immediate effect by providing 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 this clause 13.

14. CONFIDENTIALITY AND DATA PROTECTION

- 14.1. 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 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 the avoidance of doubt, Securitas' service plans (the "Security Manual" and/or similar documentation) shall always be considered confidential information and remain Securitas' intellectual property. 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 or any other duty of confidence; (ii) was in the possession of the other party prior to the time of first disclosure hereunder as evidenced by written records predating the disclosure; (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; (vi) is disclosed pursuant to the order or requirement of any applicable law, a court, or regulatory or government authority in which the disclosing party gives the other party prior written notice of the required disclosure; or (vii) is disclosed to a party's professional advisers (including legal, financial or insurance advisers) who are bound by obligations of confidentiality no less stringent than those in this clause, solely for the purpose of obtaining advice in connection with this Agreement;. For the avoidance of doubt, the Customer must not transfer or disclose any information whatsoever in relation to Securitas or the Services to any third party without prior written consent from Securitas that must not be unreasonably withheld.
- 14.2. 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 collect, store, use and disclose personal information obtained throughout the performance of this Agreement with care, in keeping with applicable legislation, including the *Privacy Act 1988* (Cth) (**Privacy Act**) and relevant health records laws in each State or Territory (where health information will be collected). The parties agree to use such information only for the purpose of performing their duties as set out in this Agreement. The Customer will take necessary steps to notify individuals that Securitas is collecting their personal information for security purposes, to advise of the purposes for which that information will be used, and ensure that the individuals provide necessary consent for the collection of their personal information. Securitas will follow the Customer's instructions as to the collection, use and disclosure of personal data and will take such technical and organisational measures as may be necessary to keep such data secure and to process it in accordance with the Customer's requirements, including providing necessary access to and correction of any personal information it holds. Securitas will also collect anonymised and aggregated information about individuals for the purpose of assessing and improving its service offering. Securitas may, in its absolute discretion, transfer data to a related entity and that data may be stored outside of Australia.
- 14.3. Data Breach. If either party becomes aware or suspects that there has been loss, unauthorised



access to, or disclosure of personal information (**Data Breach**), then the party must immediately notify the other party of the Data Breach. The parties will comply with mandatory data breach notifications under the Privacy Act and the *Privacy and Personal Information Protection Act 1998* (NSW). Once an actual or suspected Data Breach has been identified, the other party will work with the identifying party to investigate whether a Data Breach has occurred and identify the circumstances of the Data Breach. The parties will provide each other with access to and copies of all relevant records and documentation. Where practicable, the parties will work together to identify the point of the Data Breach and the owner of the information will take responsibility for determining whether the Data Breach results in a real risk of serious harm to any of the individuals to whom the information relates, and undertake related notification steps.

- 14.4. Data Retention. The Customer acknowledges and agrees that it will only hold Data only as long as is necessary to implement, administer and manage its service offering. Upon Termination of the Contract, the Customer will remove all Securitas Data from its systems within seven (7) days. If the Customer retains Securitas Data it would be to satisfy their legal or regulatory obligations.
- 14.5. ISO 27001 Compliance. Securitas is ISO 27001 certified and the Customer acknowledges and agrees that it is either:
- ISO 27001 certified; or
 - has appropriate processes in place to ensure its business practices meet the requirements of ISO 27001 and will implement, maintain and continually improve its information security management system to ensure continuous compliance.
- Securitas reserves the right to audit the Customer's compliance with this clause or any of its information security practices and confidentiality obligations, including but not limited to onsite inspections.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1. Customer acknowledgment. Customer acknowledges and agrees that no Securitas intellectual property rights will be transferred or acquired under this Agreement.
- 15.2. Back-office systems. The Securitas Group and/or its licensors are the exclusive owners of all back-office production systems used for the supply of Services, including monitoring, guard deployment and reporting systems, and including all technical infrastructure, systems, software, tools, hardware, equipment, documentation, information, data and other materials contained and generated therein. The Customer is not granted any rights of access or use of such production systems. If the Customer is granted access to back-office systems, such access shall be subject to the Customer's acceptance and compliance with applicable end-user license agreements.
- 15.3. Exclusive ownership of equipment. Unless otherwise agreed with the Customer, the Securitas Group and/or its licensors are the exclusive owners of all hardware and other equipment, tools, and related software and documentation, to be installed at the Customer's Sites for the purposes of receiving Services during the term of the Agreement. The Customer has no right to use or benefit from any such installation or rights after the termination/expiry of the Agreement.
- 15.4. Software. In the event that Securitas and the Customer agree that Securitas shall develop certain interfaces or other software or materials for integration of Securitas' and Customer' systems, equipment and tools, the Parties will agree in each individual case on ownership and licences thereto, and where there is no agreement, Securitas shall be the owner of any such interfaces or other integration software or materials, and the Customer will be granted a non-exclusive licence to use it for the purposes of receiving Services during the term of the Agreement.
- 15.5. Reporting tool applications. For certain Services, the Securitas Group may provide certain reporting tool applications. The Customer is hereby granted a non-exclusive licence to use any such reporting tool applications, limited to use for the purpose of receiving Services during the term of the Agreement.
- 15.6. Data. Without prejudice to subclause 14.2 (**Data Protection**), all worldwide copyright, database right and all other rights in any data or other information collected by or for the Securitas Group



or the Customer in the course of provision of the Services shall vest absolutely in the Securitas Group and the Customer shall execute such documents as the Securitas Group may reasonably require for the purpose of vesting such rights in the Securitas Group.

- 15.7. Trade Marks. The Securitas Group is the exclusive owner of all trade marks, product names and other brand names used for or in relation to the Services. The Customer is not granted any rights to use any such trade marks, product names and other brand names.

16. NON-SOLICITATION

- 16.1. 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 reasonable re-employment expenses 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 and is subject to change pending the role of the employee, and market conditions at the time of solicitation.

17. MISCELLANEOUS

- 17.1. Independence. Securitas is an independent contractor. Nothing in this Agreement shall create a partnership or relationship of principal or agent or employer and employees.
- 17.2. Severability. If any provision of this Agreement is held to be unenforceable, it shall be modified so 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.
- 17.3. 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) these Terms and Conditions (with the exception of subclause 8.3 (Maximum Liability), where the Scope of Work will prevail); (ii) the Cover Page of this Agreement; (iii) the Scope of Work; and (iv) any other documentation attached hereto.
- 17.4. Notices. All notices to be delivered under this Agreement shall be in writing and made either by courier or by email. Notice provided by courier must be addressed to the other party at its address set forth in the Cover Page or at such other address as the other party may have designated in writing. Notice provided by email must be sent to legal@securitas-australia.com.au. Any notice sent shall be deemed received as follows: (i) by courier, on delivery; or (ii) by email, the next Working Day following successful sending.
- 17.5. 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.
- 17.6. 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.
- 17.7. Changes and amendments. All changes and amendments to this Agreement, or any part hereof, will be binding on either party. Securitas reserves its right to amend these Terms and Conditions in its discretion.
- 17.8. Survival. This Agreement shall terminate by expiry or by termination of the Agreement in accordance with its terms. The following clauses survive termination or expiry of this Agreement: 6 (Payment), 8 (Limitation of Liability), 9 (Third Party Claims), 11.3 (Termination Pay), 11.4 (Consequences of Termination), 11.5 (Consequences of Material Breach) and 11.7 (Discharge of



Performance), 14 (Confidentiality and Data Protection), 15 (Intellectual Property Rights), 16 (Non-Solicitation), 20 (Governing Law and Jurisdiction), **Error! Reference source not found.** (Modern Slavery) and 22 (Dispute Resolution).

18 SECURITAS DIGITAL SERVICES

- 18.1. Securitas may choose to provide access to its MySecuritas Services (a Securitas Digital Service) to the Customer.
- 18.2. Any additional price must be agreed to by the parties before implementation.
- 18.3. MySecuritas is a product offered by Securitas Digital Services. Any and all Securitas Digital Services offered to and procured by the Customer (regardless of cost) are governed by the terms contained within this Agreement, and the applicable terms and conditions, and documents for Securitas Digital Services published and made available by Securitas at <https://www.securitas.com/en/about-us/securitas-digital-services--legal-documents/> (collectively, the “**Online Terms**”). In the event of any conflict or inconsistency between the Online Terms and any agreements entered into by the parties to this Agreement, the Online Terms prevail in relation to Securitas Digital Services.

19 CREDIT ENQUIRIES AND CREDIT TERMS

- 19.1. The Customer agrees that if Securitas requires financial information about the Customer for any application for credit on terms which attract the operation of the *Privacy Act 1988* (Cth), by seeking or enquiring about credit, the Customer specifically agrees and acknowledges that Securitas may:
 - a. disclose to a credit reporting agency certain personal information about the Customer, including information contained in this Proposal, Customer identification, the amount of credit applied for, payments overdue by more than 60 days, notification that the payments previously in arrears have been remedied, a serious credit infringement which Securitas believe the Customer has committed, and the discharge of the credit facility (if granted one);
 - b. in assessing the application for credit and any later request for credit, Securitas may obtain from a credit reporting agency a credit report containing personal credit information, information about commercial activities or commercial worthiness; and
 - c. provide to or obtain from any credit provider(s) named in a credit report information about Customer’s personal or commercial credit arrangements, including information relating to credit worthiness, credit standing, credit history or credit capacity.
- 19.2. If Securitas approve the Customer’s application for credit, the Customer’s consent and acknowledgement in this Agreement will remain in force until the full amount owing to Securitas under the credit facility is paid.
- 19.3. Securitas will approve the Customer’s application for credit in its absolute discretion and Securitas reserves the right to withdraw any Proposal, cancel the Services, and terminate this Agreement should such credit assessment be unsatisfactory to Securitas.

20 GOVERNING LAW AND JURISDICTION

This Agreement is governed by and construed solely in accordance with the laws of Victoria, Australia, without reference to its rules of conflicts of laws. The parties hereby submit to the exclusive jurisdiction of the courts of Victoria, Australia. All terms in this Agreement are only intended to apply to the maximum extent permitted by applicable law including the Australian Consumer Law.

21 MODERN SLAVERY

The Customer warrants that:



- a. it investigates the risk of Modern Slavery within its operations, and those of its supply chain;
- b. it has assessed and addressed the risks regarding Modern Slavery, including implementing appropriate due diligence and remediation programs;
- c. it will notify Securitas as soon as possible of any confirmed instances of Modern Slavery and the actions undertaken by the Customer to remedy the issue;
- d. it has the necessary processes, procedures, investigations and compliance systems in place to undertake the actions in subclauses 21(a) to 21(c);
- e. upon request, the Customer will provide evidence to Securitas which validates the Customer's compliance with this clause;
- f. on reasonable written notice, the Customer will permit Securitas or its nominated representatives to undertake verification activities to validate the Customer's compliance with this clause, including access to the Customer's premises and records as required; and
- g. it will include a clause similar to this clause 21 in all contracts it enters into with its own suppliers.

22 DISPUTE RESOLUTION

Disputes. If a dispute arises between the parties in connection with this Agreement (including any question regarding its existence, validity or termination) (**Dispute**), neither party may commence court or arbitration proceedings in respect of the Dispute unless it has first complied with this clause, except where a party seeks urgent injunctive or other equitable relief.

Notice. A party claiming that a Dispute has arisen must give written notice to the other party specifying the nature of the Dispute in reasonable detail (**Dispute Notice**).

Negotiation. Within ten (10) business days of receipt of a Dispute Notice, senior representatives of each party must meet (whether in person, by telephone or by video conference) and attempt in good faith to resolve the Dispute.

Mediation. If the Dispute is not resolved within twenty (20) business days of the date of the Dispute Notice (or such longer period as the parties agree in writing), either party may refer the Dispute to mediation administered by the Australian Disputes Centre (ADC) in accordance with the ADC Guidelines for Commercial Mediation current at the time of the referral. The costs of the mediator shall be shared equally between the parties, unless otherwise agreed.

Litigation. If the Dispute is not resolved within twenty (20) business days of the appointment of a mediator (or such longer period as the parties agree), either party may commence court proceedings in accordance with the Governing Law and Jurisdiction clause of this Agreement.

Continued Performance. Each party must continue to perform its obligations under this Agreement during the resolution of any Dispute, unless the Agreement has been validly terminated.



TERMS AND CONDITIONS - GUARDING

1 SCOPE, SERVICE FEE, SITE AND GENERAL TERMS AND CONDITIONS

- 1.1 The scope of the Services is as set out in the Scope of Work (as defined in the General Terms and Conditions).
- 1.2 The General Terms and Conditions are binding on Securitas and the Customer. To the extent there is any inconsistency between the General Terms and Conditions and this document, this document prevails.
- 1.3 The Service Fee for the Services are specified in the Scope of Work.
- 1.4 The Site(s) at which the Services are to be performed is specified in the Scope of Work.

2 OUR RESPONSIBILITIES

- 2.1 Securitas will carry out the Services at the Site in accordance with written agreed Site instructions set out in the Scope of Work. Securitas shall not be obliged to follow any instructions other than those set out in the Scope of Work.
- 2.2 Securitas will carry out inspections and patrols in accordance with the Scope of Work.
- 2.3 Securitas will ensure that Securitas security officers and other staff wear standard uniform and, if required, offer bespoke uniforms subject to the Customer paying the extra costs involved.

3 CUSTOMER'S RESPONSIBILITIES

- 3.1 The Customer shall promptly provide Securitas with any information which Securitas reasonably require to enable Securitas to proceed without interruption with the performance of this Agreement.
- 3.2 The Customer shall afford Securitas security officers and Securitas authorised Personnel full and safe access to the Site. The Customer shall ensure that Securitas is granted access free of charge to parking spaces, sanitary areas, electricity, changing facilities for Personnel, and that Personnel can consume food and drink they have brought with them and, if necessary, access to aids such as ladders, scaffolding or lifting devices, which are required in order for Securitas to carry out its undertakings.
- 3.3 The Customer is responsible for any Site-specific requirements and training at its own expense. Securitas is entitled to charge the Customer for participation by Securitas' Personnel in training courses and any safety screenings.

4 KEYS

- 4.1 The Customer shall keep keys in lock boxes in close connection to the Site unless the Agreement includes key keeping by Securitas in accordance with the Securitas applicable price list.
- 4.2 By agreement on key keeping with Securitas, the keys will be kept in accordance with Securitas established routines. Keys are destroyed unless collected by the Customer within three (3) months following expiry or termination of the Agreement.
- 4.3 The Customer hereby grants Securitas access through a locksmith engaged at the Customer's expense, in case the Customer has provided wrong or incomplete keys.
- 4.4 Keys shall be delivered to or collected at Securitas' office. Transportation of keys are debited



equal to at least one hour's work during normal business hours.

- 4.5 Securitas annual maximum liability to the Customer for loss of keys or other claims relating to the keeping of keys shall be limited to the cost of replacing the keys to a maximum of AUD \$1,000.

5 RECORDS

- 5.1 Securitas shall hold the documentation and records which relate to the Services (such as the daily occurrence books, patrol records, incident reports, visit records or any other records ("**Records**") for 12 months from the date of their creation.
- 5.2 After 12 months from the date of creation, Securitas may destroy Records. No liability is accepted by us for any Records which have been destroyed.

6 DISPOSAL OF SITE

- 6.1 The Customer undertakes to inform Securitas immediately if the Site or part of the Site is disposed of, which shall no longer be covered by this Agreement. If Securitas has performed work at such part of the Site before having received such notice, the Customer shall bear the costs of such Services, including any and all costs associated with the lack of notice, unless these are approved and borne by the new owner.

7 WARRANTY AND LIABILITY

- 7.1 Securitas warrants that the Services will be carried out with reasonable skill and care. To the extent permitted by law including the Australian Consumer Law, Securitas provides no other warranty with respect to the Services.
- 7.2 In the event of a breach of the warranty above or if the Customer has rights to remedies under the Australian Consumer Law arising from Securitas' failure to meet a consumer guarantee, Securitas' liability is limited to, at its own cost, re-performing such part of the Services which do not conform to the warranty or consumer guarantee. If re-performance is not practicably possible, Securitas shall offer the Customer a refund of the fees paid by the Customer for such part of the Services which do not conform to the warranty or consumer guarantee. To the extent permitted by law including the Australian Consumer Law, the remedies set out above shall be the Customer's sole and exclusive remedy for breach of warranty or consumer guarantee.
- 7.3 The Customer shall notify Securitas of any warranty 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. If the Customer does not provide such notice to Securitas within six (6) months from the occurrence, Securitas shall have no obligation to re-perform the Services or make any payment whatsoever relating to such claim to the extent permitted by law including the Australian Consumer Law.
- 7.4 Without limiting a Customer's rights under subclause 7.2, Securitas annual maximum liability to the Customer under this Agreement shall not exceed the total Service Fees paid in six (6) months subject to the exclusions in clause 8 in the General Terms and Conditions above.