

SECURITAS SUBCONTRACTOR TERMS

DEFINITIONS

“Agreement” means these terms and conditions and any Purchase Order or attachments hereto, including any Scope of Work.

“Confidential Information” shall mean any technology and know-how as well as trade secrets, strategic business or marketing.

“Effective Date” means the date specified in the Purchase Order (PO).

“In writing” or **“written document”** shall include 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, e-mails and other electronic means of communication.

“Intellectual Property” or **“IP”** means all intellectual property rights throughout the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, including: (1) copyrights, trade secrets, trademarks and service marks, patents, inventions, designs, logos and trade dress, moral rights, mask works, publicity rights, and privacy rights;

“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.

“Customer” shall mean Securitas’ customer to whom the Subcontractor will render Services.

“Personal Information” means any information provided by Securitas and/or collected by the Subcontractor under this Agreement: (i) That identifies or can identify, contact, or locate the person to whom such information pertains; or (ii) from which identification or contact information of an individual person can be derived. Personal Information includes, but is not limited to: name, birth date, address, phone number, fax number, e-mail address, social security number or other government-issued identifier, credit card information, and other information that is recognized under applicable law as “personal information”. To the extent any other information (e.g., a personal profile, unique identifier, biometric information, and/or IP address) is associated or combined with Personal Information, then such information is also Personal Information.

“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 an United States agency (including OFAC, the US State Department, the US Department of Commerce and the US Department of Treasury), the government of Singapore 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 incorporated into this Agreement by reference and as stated in the Purchase Order.

“Service Fee” means Subcontractor’s charges for the provision of the Services, as set out in the Purchase Order 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 the Subcontractor under this Agreement, as specified in the Purchase Order and/or Scope of Work.

“Securitas” means the Securitas company specified in the PO.

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

“Subcontractor Personnel” shall mean all workers, including but limited to Subcontractor’s employees, temporary personnel, flex-force and others employed or contracted by Subcontractor for the provision of Services.

“Working Days” means any day on which banks are generally open for business in Singapore.

1. COMMENCEMENT AND DURATION

Commencement. This Agreement will commence upon the Effective Date of the PO and continue until terminated by either party. Either party may terminate a PO at any time without cause upon ninety (90) days’ prior written notice to the other party. 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. The Parties agree that the Subcontractor shall provide the Goods and/or Services set forth in a “Scope of Work” or as indicated in a PO and in accordance with the terms and conditions therein.

2.2. Securitas shall have the right, at its sole discretion or in accordance with instructions to revise the Scope of Work and/or PO from time to time as necessary to serve the purpose of providing the Goods and Services. Such revision shall be binding upon the Subcontractor upon sending written notice to the Subcontractor.

2.3. Variation. Securitas may, at any time during the Agreement, instruct any change in the original scope or requirement of the awarded Agreement. Variation shall include but not limited to addition of works required for new properties and/or other new works not included in the original scope; omission of works for the works no longer required; and optional items and/or options for extension of the Agreement for a further period. All instructions for Variations shall be in writing. The Subcontractor shall submit quotation for any additional cost incurred. For the avoidance of doubt, the additional cost will not be paid by Securitas unless a formal confirmation of the quotation has been signed off by Securitas. For the Works that are to be omitted, the rates or prices in the fees and/or costs breakdown provided by the Subcontractor in the confirmed quotation shall determine the valuation of items omitted and the Subcontractor shall make adjustment to the Contract Sum and make submission to Securitas for final approval. In the event of any dispute in the valuation of Variations, the decision made by Securitas shall be final and conclusive.

3. PRICE AND PAYMENT

3.1. Securitas shall pay the fees to the Subcontractor in accordance with the terms and conditions set forth in the PO. The fees are exclusive of Goods and Services Tax (GST), i.e., the tax arising from provision of the Goods and Services hereunder shall be borne by the Subcontractor. However, Securitas shall have no obligation to pay the Subcontractor for the Goods and Services until Securitas has been paid for such Goods and Services by the Customer.

3.2. Except for the Fees, Securitas and/or the Customer shall not be responsible for any taxes or fees associated with the Subcontractor’s provision of the Services, and nor pay for any fees or compensation to Subcontractor Personnel.

3.3. Securitas shall not be required to pay for expenses or cost of whatever nature other than those expressly set out in the Agreement or otherwise expressly agreed to in writing by Securitas.

3.4. The Services Fees are fixed during the contract period and the Subcontractor is not entitled to increase it in any circumstances.

3.5. The Subcontractor shall issue invoice to Securitas in accordance with the payment terms specified in PO. If no payment terms are mentioned in the PO, the undisputed amount of Fees shall be paid by Securitas within sixty (60) days upon the Securitas’s receipt of the invoice from the Subcontractor and provided Securitas has received such payment from the Customer. Securitas shall have the right to dispute any invoice up to 120 days from invoice payment date.

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- 3.6. No payment shall be considered as evidence of the quality of the Goods or Services to which such payments relate or a waiver of any default on the part of the Subcontractor in the performance of its obligations, nor shall it relieve the Subcontractor from its other obligations under the Agreement.
- 3.7. Securitas has a set-off right that whenever under the Agreement any sum of money (including liquidated damages and any other damages) shall be recoverable from or payable by the Subcontractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Subcontractor under the Agreement or any other Agreement with Securitas.
- 3.8. If the Subcontractor does not invoice Securitas for any Fees and/or reimbursable expenses within ninety (90) days after the date of the original invoice on which the same should have appeared. The Subcontractor shall be deemed to have waived the right to be paid such Fees and/or Reimbursable Expenses. The Subcontractor may not subsequently submit to Securitas any invoices for Fees or Reimbursable Expenses.
- 3.9. To the extent agreed to in the applicable PO, Securitas shall reimburse the Subcontractor for reasonable, properly documented out-of-pocket expenses ("Reimbursable Expenses") incurred in the performance of the Services to the extent same are in accordance with what has been agreed under this Agreement. The Subcontractor will not charge, and Securitas will not pay, for any expenses associated with Subcontractor's travel, including without limitation, parking and tolls, meals, hotels or any other expenses required by Subcontractor in performing the duties specified in the applicable PO unless such expense is agreed to by Securitas in advance of Subcontractor incurring any such expenses.

4. ACCURACY OF RECORDS

All financial reports, settlements and billings of the Subcontractor submitted to Securitas shall reflect properly the facts about all activities and transactions handled for the account of the Securitas, which data may be relied upon as being complete and accurate in any further recording and reporting made by Securitas for whatever purpose.

5. INDEMNITY AND OTHER REMEDIES

- 5.1. If Securitas is liable to the Customer due to provision of the goods and Services that is caused by the Subcontractor's breach of this Agreement or fault or act on the part of the Subcontractor or its representative, employee, management staff, agent and so on, the Subcontractor shall compensate for all losses so caused to Securitas.
- 5.2. To the maximum extent permitted by applicable law, the Subcontractor will defend and indemnify Securitas, the Customer, and their respective directors, officers, employees or agents against any claim, loss, damage, injury or expense (including, but not limited to, attorneys' fees and costs of suit) arising from, related to, or in connection with this Agreement or the performance or non-performance of the Services, or in connection with any or omission on the part of the Subcontractor or any of his directors, officers, personnel, employees servants or agents (the "Subcontractor Parties"), in particular, that as a result of, regardless of whether the claim, loss, damage, injury or expense is alleged to arise, directly or indirectly, in whole or in part, from the negligence (active or passive) of Securitas, the Customer, or their respective employees or agents:
 - a) Representation or warranty. Any breach of any representation or warranty or obligations contained herein by the Subcontractor or its subcontractors.
 - b) Injury to Persons. The Subcontractor shall be liable for and shall indemnify Securitas and/or the Customer against any loss, expense, costs, damages, liability or claim whatsoever in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or by reason of the carrying out of the Works and/or Services under the PO, unless the same is shown to be due solely to any negligent or wilful act of Securitas and/or Customer or any person for whom Securitas and/or Customer is responsible. The indemnity provided by the Subcontractor shall include any damages or compensation payable at common law or under any statute in respect of or in consequence of any accident, illness or injury to any workman or other person in the employment of Subcontractor or its subcontractor, save and except an accident, illness or injury resulting solely from any act or default of Securitas and/or Customer, or of any person for whom Securitas and/or Customer is responsible.
 - c) Damage to Property. The Subcontractor shall also be liable for and shall indemnify Securitas and/or Customer against any loss, expense, costs, damages, liability or claim due to injury or damage of any kind to any property real or personal (including any property of Securitas and/or the Customer other than the works under the Agreement) insofar as such injury or damage arises out of or in the course of or by reason of the carrying of the Services under the Agreement, unless the Subcontractor proves beyond reasonable doubt that it was not due to any negligence, omission, breach or default of the Subcontractor, or any person for whom the Subcontractor is responsible including the Subcontractor's servants or agents or its subcontractors and their servants or agents.
 - d) IP rights. The Subcontractor or its subcontractors' infringement, misuse or misappropriation of any third-party IP rights;
 - e) Nuisance. The Subcontractor or its personnel shall be responsible for restricting activities of Subcontractor's workmen on the Site and if applicable, prevent undesirable trespassing to adjoining properties. Subcontractor shall indemnify Securitas and/or the Customer against any claims for damages arising from nuisance of any kind.
 - f) Non-compliance with labour laws. The Subcontractor shall at all times comply with the provisions of the applicable employment act and all other laws and regulations currently in force. The Subcontractor shall ensure that no illegal immigrants shall be employed by him or anyone else in the execution of any part of the Services. If any illegal immigrant is found to be employed or working on Site, the Subcontractor shall remove all such workmen or workers from Site as soon as the Subcontractor comes into knowledge of these illegal workmen or workers. The Subcontractor shall be held liable for any legal penalties, fines etc in contravention to immigration act, employment act and/or statutory provisions that are currently in force. Work permits must be obtained from the relevant authority for non-citizen workmen. The Subcontractor shall be held solely liable for and shall indemnify Securitas and/or Customer in respect of all actions against Securitas and/or Customer for employing foreign workmen without permits. Securitas reserves the right to deduct from any monies due or which may become due to the Subcontractor all sums (if any) payable by Securitas and/or Customer under such Act in respect of any default by the Subcontractor.
 - g) Breach of Personal Data Protection requirements. The Subcontractor shall fully indemnify and hold Securitas harmless for the all claims arising from the breach of Personal Data Protection obligations under this Agreement caused by the negligence, wilful misconduct, fraud or gross negligence of the Subcontractor or its Personnel or its subcontractors.
- 5.3. In the event the Subcontractor takes control of the defence and investigation of the claim, Securitas and/or the Customer will co-operate, at the cost of the Subcontractor, in all reasonable respects with the Subcontractor and its attorneys in the investigation, trial and defence of such claim and any appeal arising therefrom; provided, however, that this will not limit Securitas's right to participate, at the Subcontractor's cost and expense, through their attorneys or otherwise, in such investigation, trial and defence of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy other than the payment of money by the Subcontractor shall be entered into without the consent of Securitas.
- 5.4. Notwithstanding anything to the contrary in the Agreement, Securitas and/or the Customer shall, at all times, have the right to defend the claim in such manner as it may deem appropriate, at the sole cost and expense of the Subcontractor. If required by Securitas and/or the Customer, the Subcontractor shall immediately relinquish control of the defence and investigation of such claim.
- 5.5. The Subcontractor will indemnify and hold Securitas and the Customer harmless from any claims, costs (including reasonable attorneys' fees) and liabilities that relate to the Subcontractor's taxes.

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- 5.6. This Article shall survive the termination or expiry of the Agreement.
- 6. LIMITATION OF LIABILITY**
- 6.1. Exclusion of Indirect and Consequential Damages. Securitas shall in no event 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 Securitas has been advised of the possibility of such losses or damages. 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.
- 6.2. Notwithstanding anything to the contrary in this Agreement and the applicable PO, Securitas' annual maximum liability under this Agreement shall not exceed, the total of the aggregate Service Fees paid to the Subcontractor during the 12 month period immediately preceding the date on which the relevant cause of action arose, or if the cause of action arises in the first 12 months of this Agreement then the aggregate Service Fees payable in such first year of this Agreement.
- 7. INSURANCE**
- 7.1. The Subcontractor will, at all times during the term of this Agreement, maintain insurance related to the liability accepted by the Subcontractor under this Agreement, in amounts and on such terms as Securitas, in its sole discretion, decides. Subcontractor will, upon written request by Securitas, supply Securitas with a certificate of insurance evidencing the above stated policies.
- 7.2. The Subcontractor's insurance (i) will be in a form and with insurance companies satisfactory to Securitas, (ii) will be primary (and any insurance maintained by Securitas or the Customer will be excess and non-contributory), and (iii) will not be cancelled or materially modified without at least 30 days' prior written notice to Securitas and upon approval by Securitas.
- 7.3. The policy shall have Securitas as additional name to the Insurance Policy of Subcontractor. It shall also include "Cross Liability" and "Waiver of Subrogation" clause. Each of the parties comprising the insured shall for the purpose of this section be considered as a separate and distinct unit and the words "the insured" shall be considered as applying to each party in same manner as if a separate policy had been issued to each of the said parties and the insurers hereby agree to waive all rights of subrogation or action which they may have or acquire against any of the aforesaid parties arising out of any accident in respect of which any claim is made hereunder provided nevertheless that nothing in this Article shall be deemed to increase the limit of indemnity in respect of any one occurrence or series of occurrences as stated in the Policy.
- 7.4. The Subcontractor shall provide Securitas with certificate of insurance evidencing the insurance coverage required under this Agreement. If Securitas reasonably determines that the Subcontractor's coverage is less than that required to meet its obligations, the Subcontractor will promptly buy additional coverage and notify Securitas in writing.
- 7.5. The Subcontractor shall pay all premiums and be responsible for the deductibles (if applicable) for all insurance policies effected under this Article. Provided always that if the Subcontractor shall at any time fail to keep himself insured in accordance with this Articles, Securitas shall be at liberty to effect and/or maintain such insurances and deduct any monies expended by Securitas for that purpose from any monies due or to become due to the Subcontractor under this Agreement or any other contract which the Subcontractor may have with Securitas.
- 7.6. The Subcontractor's insurance obligations are separate and independent from the Subcontractor's defense/indemnity obligations; nothing in this Article will be deemed to limit the Subcontractor's liability in any way.
- 8 SECURITAS' RIGHTS AND OBLIGATIONS**
- 8.1. Securitas may determine and adjust the location and work positions regarding the Services at its sole discretion based on the instructions given by the Customer or the business needs of the Customer.
- 8.2. Securitas is entitled to check whether the Subcontractor has complied with the requirements hereof from time to time.
- 8.3. To the fullest extent allowed by applicable laws, Securitas shall in no event be liable for any damages or losses to the Security Personnel unless the Subcontractor can prove that such damages or losses are caused by the Securitas's gross negligence or wilful misconduct, in which case the Securitas shall bear the proportion of the damages or losses which is attributable to it only.
- 8.4. Securitas shall pay the Service Fees in accordance with this Agreement.
- 8.5. Securitas shall deduct from the payment due to the Subcontractor the amount of withholding tax at such amount or percentage as may be required by Singapore law.
- 9. SUBCONTRACTOR'S PERSONNEL**
- 9.1. The Subcontractor shall provide all necessary personnel with adequate skills and required professional certification (where applicable) for the performance of the Agreement. Upon request by Securitas, the Subcontractor shall provide evidence of certification and competency of the personnel assigned.
- 9.2. If required by Securitas, the Subcontractor shall provide to Securitas the names and particulars (in such form as may be required by Securitas) of the personnel provided by the Subcontractor to perform the Agreement/PO.
- 9.3. The personnel provided by the Subcontractor to perform the Agreement shall be subject to Securitas and/or the Customer's approval. Where the Subcontractor has proposed such personnel in its proposal to Securitas, Securitas and/or the Customer's acceptance of the Subcontractor's Proposal shall not constitute its approval of such personnel.
- 10. SUBCONTRACTOR'S RIGHTS AND OBLIGATIONS**
- 10.1. Notwithstanding anything contrary under this Agreement, the employment relation and payroll relation of Subcontractor's Personnel remains with the Subcontractor. In the event of an actual or potential labor dispute that may threaten performance under this Agreement, the Subcontractor will immediately provide Securitas with written notice thereof, including any and all relevant information thereto.
- 10.2. For the onsite Services to be provided by Subcontractor's Personnel, Securitas and the Customer shall be able to identify the Subcontractor's Personnel onsite. The Subcontractor, at its own expense, will be responsible for providing such personnel with uniforms, badges, and all necessary equipment, as may be designated by Securitas.
- 10.3. The Subcontractor shall develop and keep current a formal business continuity plan which details strategies for response to and recovery from a broad spectrum of potential Disasters that could disrupt project plan, operations and timely delivery of services required pursuant to this Agreement.
- 10.4. The Subcontractor shall ensure that the Services specified in PO of Scope of Work are delivered and performed in conformance with standards, guidelines and / or specifications which are provided by Securitas and/or the Customer from time to time during the Term.
- 10.5. Subcontractor shall indemnify Securitas for all costs and damages incurred by Securitas including the penalties imposed by the Customer, legal fees and other administrative costs which arise or result from the performance or non-performance of Services by the Subcontractor.
- 10.6. The Subcontractor shall strictly meet the insurance requirements as provided in Article 7 hereunder.
- 10.7. Where Securitas intends to perform an evaluation or a check on whether the Subcontractor and the Subcontractor's Personnel have followed the requirements under this Agreement, the Subcontractor is obligated to provide necessary support and cooperation, including

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but not limited to arranging quality audits and preparing documents as requested by the Securitas.

10.8. Should any deficiencies arise in connection with the Services, the Subcontractor shall promptly take measures to correct the said deficiency and to make sure that the Services are provided in a continuous manner and to the Securitas' satisfaction.

10.9. The Subcontractor shall comply with and provide training to Subcontractor's Personnel regarding all applicable laws against bribery, corruption, inaccurate books & records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act ("Anti-Corruption Laws") while performing under this Agreement.

10.10. During the Term of this Agreement, the Subcontractor shall comply with and cause the Subcontractor's Personnel, agents or subcontractors engaged by it to comply with all of Securitas's and the Customer's corporate policies, including, but not limited to, Securitas's Ethics and Values Code as maybe notified by Securitas from time to time during the term.

11. RELATIONSHIP BETWEEN THE CUSTOMER, SECURITAS AND THE SUBCONTRACTOR

11.1. The Parties acknowledge that the Subcontractor is an independent contractor and is not the agent or employee of Securitas and/or the Customer. Despite the preceding provision, the Services shall be performed by the Subcontractor under the supervision of Securitas. The Subcontractor shall strictly meet the insurance requirements as provided in Article 7 hereunder.

12 SUBCONTRACTING AND ASSIGNMENT

12.1. Securitas may assign this Agreement including all its rights and obligations thereunder to any affiliate or any third party at Securitas' discretion by notice in writing to the Subcontractor without the consent of the Subcontractor.

12.2. The Subcontractor shall not assign this Agreement or any part hereof to a subcontractor without Securitas' prior written approval. Securitas' approval to the assignment or subcontracting shall not relieve the Subcontractor of its obligations under this Agreement. For the avoidance of doubt, the Subcontractor shall be responsible for the acts, defaults, negligence and omissions of any of his subcontractors, workmen, agents or servants.

12.3. Any assignment made by the Subcontractor not in accordance with this Article shall be void and the Subcontractor shall be liable for Securitas's losses.

13. CHANGE OF CONTROL

Securitas has the right to issue a written notice to the Subcontractor to terminate the Agreement without bearing any liability, if the Subcontractor (i) sells, or offers to sell, a material portion of its assets, or (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock or other equity interests that effects a change of control in the Subcontractor.

14. SUBCONTRACTORS REPRESENTATION AND WARRANTIES

14.1. The Subcontractor hereby warrants to Securitas, which warranties Securitas hereby accepts and records are material representations which induced Securitas to enter into this Agreement. For the avoidance of doubt, the Subcontractor warrants the following:

- a) The Subcontractor shall exercise reasonable skill, care and diligence in rendering the Services and in the performance of all its obligations in terms of this Agreement.
- b) The Subcontractor has the experience, capability and all necessary registrations, permits, licenses and/or mandatory qualifications to perform the Services under this Agreement.
- c) The Subcontractor has full rights and authority to enter into and perform according to this Agreement and its performance will not violate any agreement or obligation between the Subcontractor and any third party.
- d) The Services will be performed professionally and be of high grade, nature, and quality.

14.2. The Services, the Deliverables and any Supplier IP or third-party IP provided to Securitas and/or the Customer under this Agreement will not:

- a) To the best of Supplier's knowledge, infringe any patent, copyright, trademark, trade secret, or other proprietary right of any third party; or
- b) Contain any viruses or other malicious code that will degrade or infect any Deliverables, product, service, or any other software, Securitas' or the Customer's network or systems.

14.3. All deliverables, including the products and services, performed and supplied by the Subcontractor under this Agreement shall fully comply with the work and products' requirement specifications, otherwise Subcontractor shall compensate Securitas and/or Customer as set out in this Agreement.

14.4. Subcontractor warrants that they shall fully comply with all applicable laws and statutory regulations.

14.5. Subcontractor confirms and undertakes to fully comply with Securitas's Values and Ethics Code which includes but not limited to, Anti-corruption, Fairness and Equal Opportunities, Competition Law Compliance.

14.6. Subcontractor 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 Article, "ownership" and "control" have the meaning given to them in the applicable Sanctions or in any official guidance in relation to such Sanctions.

14.7. Subcontractor 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.

15. TERMINATION

15.1. Securitas has the right to terminate a PO and/or any applicable Statement of Work, without any liability or damages of any kind, under the following circumstances:

- a) At any time, without cause, Securitas decides to terminate a PO and/or any applicable Statement of Work and notifies the Subcontractor by giving a written notice to the Subcontractor prior to the termination;
- b) The Subcontractor has materially breached the terms and conditions herein and failed to cure such breaches within twenty (20) days after the Subcontractor receives Securitas' written notification of breach; or the breach is not capable of being remedied within a reasonable time;
- c) Immediately when the principal agreement with Customer is terminated.
- d) Immediately when the Subcontractor becomes insolvent, or when a resolution is passed for winding-up or dissolution without winding-up (other than for the purpose of amalgamation or reconstruction) of the Subcontractor.
- e) Immediately when any action is contemplated or any legal proceedings are commenced against the Subcontractor alleging infringement of IP rights.
- f) Immediately when it is or becomes unlawful, or contrary to any law, enabling legislation, executive order or regulation in relation to Sanctions, for Securitas to Subcontract or to have any contractual relationship with Subcontractor under this Agreement, or if the Subcontractor or its direct or indirect owner is added to a Sanctions List.

15.2. The provisions of this Agreement that by their nature continue shall survive any expiration or termination of this Agreement.

15.3. If the Agreement is terminated, the following shall apply:

- a) termination shall be without prejudice to any rights and obligations of either Party which has accrued prior to such termination and any obligation which expressly or by implication is intended to come into or continue in force on or after such termination;

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- b) the Subcontractor shall forthwith refund to Securitas all amounts paid to the Subcontractor under the Agreement, less the price of the goods and Services which have been accepted by Securitas as at the date of termination;
- c) the Subcontractor shall immediately return Securitas and/or Customer Confidential Information and deliver property belonging to or provided by Securitas pursuant to the Agreement and all deliverables prepared by the Subcontractor.

16. GROUNDS FOR RELIEF

- 16.1. **Force Majeure.** The following circumstances shall be considered as grounds for relief if they delay or impede the performance of the PO: any circumstance beyond the reasonable control of a party such as fire, war, mobilization or military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, hi-jacking or an act of terrorism, epidemic, pandemic, shortage of transport, general shortage of materials or personnel, strikes or other industrial disputes, and defects or delays in deliveries by subcontractors caused by any such circumstance as referred to in this Article.
- 16.2. **Notice.** The party intending to claim relief under this Article shall inform the other party without delay on the occurrence and on the cessation of such circumstance.
- 16.3. **Termination for Relief.** Notwithstanding any other provision of this Agreement, a party shall be entitled to terminate a PO and the Services, 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 Article.

17. DEFAULT

If during the term of the PO, for any reason, the Subcontractor is unable to furnish Securitas with the Services as required, Securitas may contract with another service provider (at prevailing rates) for replacement services. In addition to any other remedies available to Securitas, the Subcontractor will reimburse Securitas for any difference between the rates in the PO and the rates charged by the other service provider.

18. PRINCIPAL AGREEMENT AND CUSTOMER'S FLOW-DOWN PROVISIONS

The Subcontractor acknowledges that the Services are subject to the principal agreement between Securitas and the Customer, and the Subcontractor agrees to be bound by the terms in the principal agreement (disregard of whether the principal agreement has been disclosed to the Subcontractor). Any terms under which Securitas is bound under the principal agreement with the Customer are incorporated in this Agreement, and the Subcontractor is bound in the same manner.

19. CONFIDENTIALITY AND DATA PROTECTION

- 19.1. The Subcontractor acknowledges that it may receive or become aware of the Customer's Confidential Information or other Confidential Information from Securitas and/or the Customer and agrees that it shall keep and cause the Security Personnel to keep confidential the Customer Confidential Information and other Confidential Information, and the Subcontractor agrees not to disclose or use and to cause Subcontractor's Personnel not to disclose or use said information unless such disclosure is necessary for the purpose of performing the Services under this Agreement or required by law. If the Subcontractor has questions regarding what comprises Confidential Information, it shall consult Securitas.
- 19.2. The Subcontractor shall employ security procedures to prevent disclosure of Securitas's or Customer's Confidential Information or Confidential Information (including Personal Information) to unauthorized third parties, if the Subcontractor and/or its Personnel hold any Customer Confidential Information or other Confidential Information. The Subcontractor and its Personnel or agents are required to sign an undertaking provided by the Customer to safeguard official information (if required by the Customer).

19.3. If the Subcontractor collects or accesses any Personal Information as part of the performance of the Services, the Subcontractor agrees to comply with all applicable requirements provided by the Customer.

19.4. The Subcontractor shall procure that all its employees, servants and agents and those of its subcontractors (if approved by the Securitas) and agents to whom Confidential Information is to be made available observe the obligations contained in this Article 19 and shall, at the request of the Securitas, procure that each of its employees servants and agents and those of its subcontractors and agents sign an undertaking to safeguard official information, if required by Securitas and/or the Customer.

19.5. The Subcontractor will not issue any press releases or other publicity related to the Subcontractor's relationship with Securitas and/or the Customer, or any other information or material pertaining to any part of the obligations to be performed under this Agreement in any media, without prior written approval of Securitas and the Customer.

19.6. The Subcontractor shall not be liable for disclosure of Confidential Information in the event and to the extent any Confidential Information is required to be disclosed by the Subcontractor pursuant to any applicable law, regulations or directives of any relevant government, statutory or regulatory body (including stock exchange) or pursuant to any legal process issued by any court or tribunal of competent jurisdiction in accordance with the provisions of the Agreement, provided the Subcontractor shall, to the extent practicably possible and permissible by law or regulations, give Securitas prompt and prior notice of any such requirement and shall cooperate with Securitas to limit the scope of such disclosure to the maximum extent legally possible.

19.7. This Article shall apply during the Term and five (5) years thereafter.

20. PERSONAL DATA PROTECTION

20.1. Security

The Subcontractor shall take all reasonable measures to ensure that personal data held in connection with this Agreement and PO is protected against loss, and against unauthorised access, use, modification, disclosure or other misuse in accordance with the procedures set out (where applicable), and that only authorised personnel have access to the data. The Subcontractor shall not vary the security procedures set out in the Schedule (where applicable), without the prior written approval of Securitas and/or Customer. 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.

20.2. Use

The Subcontractor shall use any personal data held in connection with this Agreement and PO only for the purposes of fulfilling its obligations under this Agreement and PO.

20.3. Disclosure

The Subcontractor shall not disclose any personal data obtained in connection with this Agreement and PO without the written authority of Securitas and/or Customer. The Subcontractor shall immediately notify Securitas and/or Customer where it becomes aware that a disclosure of personal data may be required by law.

20.4. Transfer of personal data outside the territory

The Subcontractor shall not transfer personal data held in connection with this Agreement and PO outside Singapore or allow parties outside Singapore to have access to it, without the prior approval of Company and/or Customer.

20.5. Employee awareness of data protection requirements and undertakings

SECURITAS SUBCONTRACTOR TERMS

The Subcontractor shall ensure that any employee of the Subcontractor or any of its subcontractor, requiring access to any personal data held in connection with this Agreement and PO makes an undertaking in writing (where applicable) to not access, use, disclose or retain personal data except in performing their duties of employment and is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Subcontractor to take disciplinary action against the employee.

20.6. Advising the Corporation of any breach of the data protection clause

The Subcontractor shall in respect of any personal data held in connection with this Agreement immediately notify the Securitas and/or the Customer where the Subcontractor becomes aware of a breach of Article 20 by itself or any its employees, agents, or subcontractors.

20.7. Reasonable requests, directions and guidelines

The Subcontractor shall in respect of any personal data held in connection with this Agreement cooperate with any reasonable requests, directions or guidelines of Securitas and/or Customer (or their delegates) arising in connection with the handling of personal data.

21. ENTIRE AGREEMENT

This Agreement shall be the final expression of the entire Agreement with respect to the subject matter hereunder and the complete and exclusive statement of the agreements and understandings that contain the subject matter hereunder, and supersede all prior negotiations, agreements and understandings, whether oral or written, with respect to the subject matter hereunder, by and between the Parties.

22. NON-SOLICITATION

The Subcontractor agrees that, during the term of the PO 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 Subcontractor will pay Securitas on a justifiable and reasonable amount in Singapore Dollar for each such person employed by the Subcontractor in recognition of the cost incurred by the Subcontractor 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.

23. WAIVER

No waiver by any Party of any default by any other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any other default, whether of a like or different character. Failure or delay on the part of any Party to exercise a right under this Agreement shall not operate as a waiver of such right.

24. GOVERNING LAW AND JURISDICTION.

This Agreement and PO will be governed by and construed solely in accordance with the laws of Republic of Singapore without reference to its rules of conflicts of laws. The parties hereby submit to the exclusive jurisdiction of the courts of such country. All terms in this Agreement are only intended to apply to the maximum extent permitted by applicable law.