



The Customer has the right to notify Securitas within 14 calendar days as from the day following the conclusion of this Agreement that he or she is cancelling the purchase, without paying a penalty or giving any reasons. Such notification must be given by certified letter addressed to Securitas Alert Services at its registered office located at Sint-Lendriksborre 3, 1120 Brussels.

GENERAL TERMS AND CONDITIONS OF SECURITAS ALERT SERVICES

DEFINITIONS

Amicimi : private limited liability company (“besloten vennootschap met beperkte aansprakelijkheid), having its registered office at 8000 Brugge, Vlamingdam 40, registered with the Crossroad bank for Enterprises under nr. 548.800.066, VAT nr. BE548.800.066.

“**Agreement**” means these general terms and conditions and these specific terms and conditions and any exhibits or attachments hereto.

“**Customer**” means the customer specified in the attachments of this Agreement.

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

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

“**Service Fee**” means Securitas’ charges, via Amicimi, 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 charged directly by Securitas.

“**Services**” means the services to be provided by Securitas under this Agreement.

“**Securitas**” : public limited liability company (“naamloze vennootschap”), having its registered office at 1120 Brussels, Sint-Lendriksborre 3, registered with the Crossroad bank for Enterprises under nr. 0461.363.870, licensed private security company by the Ministry of Internal Affairs under nr. 16.1068.01 ;

1 COMMENCEMENT AND DURATION

Commencement. This agreement shall commence upon the day of conclusion of the Agreement via Internet after the contract between the Customer and Amicimi entered into force, and is concluded for a duration of one, two or three years as chosen by the Customer.

This Agreement shall be terminated by right, without notice, in the event of termination of the contract between the Customer and Amicimi, for any reason or in case of termination of the contract between Securitas and Amicimi, for any reason.

This agreement shall be suspended by right, without notice, in the event of suspension of the contract between the Customer and Amicimi, for it to any reason.

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 the Scope of Work. All equipment, software, materials and/or documentation supplied by Securitas shall always be the property of Securitas, unless otherwise agreed in writing between the parties.

2.2 Instructions by the Customer. Securitas shall not be obliged to follow any instructions of the Customer other than those specified in the Agreement. If, in the performance of the Services, the Customer gives instructions outside the Agreement 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 Personnel. Personnel providing the Services can be Securitas employees or any other person that Securitas or its subcontractors has assigned for the Services. Securitas shall have the right to change the persons 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 assigned to the Services, shall be made in writing, stipulating the reasons for requesting the change.

2.4 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.

2.5 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). 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 SERVICE FEES

3.1 Service Fee. The Service Fee for the Services provided by Securitas to the Customer under this Agreement shall be billed by Amicimi.

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

4 PAYMENT

4.1 Suspension. In the event of payment delay, Securitas may suspend the performance of Services rendered under this Agreement, upon ten (10) days prior written notice. Suspension will not release the Customer from any of its obligations under the Agreement.

5 LIMITATION OF LIABILITY

5.1 Liability for Losses. Securitas’ liability for Customer Losses and any other liability under this Agreement shall be limited as set out in this Article 5. The Customer agrees that the Service Fee reflects Securitas’ assessment of the risks and exposures based on information provided by the Customer and that the Agreement is conditioned upon the fact that Securitas’ liability in this Agreement is limited as provided herein.

5.2 Exclusion of indirect and consequential damages. Securitas shall in no event be liable for any indirect or consequential damages, including, but not limited to, loss of profit, purely financial loss, loss of income, business or revenue, even if Securitas has been advised of the possibility of such losses or damages.

5.3 Maximum Liability. Notwithstanding anything to the contrary in this Agreement Securitas’ obligation to indemnify the Customer under this Agreement shall in no event exceed, a total of EUR 500 per incident and per year.

5.4 Notification Limits for Claims. The Customer shall notify Securitas of any claim arising from the Services ~~in writing within thirty (30) days of the date~~ ~~on which the Customer became aware (or should reasonably have become aware) of the occurrence giving rise to the claim;~~ provided, however, that if the Customer does not provide such notice to Securitas within thirty (30) days from the occurrence, Securitas shall have no obligation to pay any compensation whatsoever relating to such claim.

6 THIRD PARTY CLAIMS

6.1 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 cases of willful misconduct or gross negligence on the part of Securitas, its employees, agents or subcontractors.

7 INSURANCE

7.1 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.

8 TERMINATION

8.1 For Cause. The Customer may terminate this Agreement upon thirty (30) days’ prior written notice to Securitas in the event Securitas does not cure a material breach of its obligations under this Agreement. Securitas may terminate this Agreement for good cause upon ten (10) days’ prior written notice to the Customer. “Good cause” for Securitas will include, without limitation: (i) any material or persistent minor breach by Customer of its obligations under this Agreement, (ii) cancellation of or a material change to any of Securitas’ insurance coverage relevant to this Agreement, (iii) a change in applicable laws or regulations that has a material affect on, or causes a material change to the obligations of Securitas under this Agreement, (iv) if the Customer becomes insolvent, an application for insolvency procedure or similar has been submitted by or against the company, or (v) any act, omission or conduct of the Customer, which in Securitas’ reasonable opinion, brings or may bring Securitas’ business or reputation into disrepute. The Customer shall be responsible for payment for all Services rendered through the termination date in accordance with this Agreement. If termination of this Agreement is due to Customer’s material breach of this Agreement, the Customer shall reimburse Securitas for any costs due to such breach.

8.2 Discharge of Performance. Upon termination of this Agreement, Securitas shall be discharged from all further performance under this Agreement and shall be entitled to enter the Site(-s) and recover any equipment, materials, software and/or documents (including but not limited to retrieval and/or destruction of electronic documents and data) belonging to Securitas.

9 GROUNDS FOR RELIEF

9.1 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 such as electrical, it, internet or telecommunications disturbances, 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, bad weather conditions, bad traffic conditions, shortage of transport, general shortage of materials or personnel, strikes or other industrial disputes and defects or delays in deliveries by sub-contractors caused by any such circumstance as referred to in this Article.

9.2 Notice. The party intending to claim relief under Article 9.1 shall inform the other party without delay on the occurrence and on the cessation of such circumstance.



9.3 Customer's Relief. If grounds for relief prevent the Customer from fulfilling its obligations, the Customer shall reimburse Securitas for costs incurred in securing and protecting the Site(s). The Customer shall also reimburse Securitas for costs incurred for personnel, sub-contractors and equipment which, with the consent of the Customer, are held in readiness to resume the Services.

9.4 Termination for Relief. Notwithstanding any other provision of this Agreement, a party shall be entitled to terminate this Agreement and the Services with immediate effect by written notice to the other party if performance of the respective undertakings is delayed more than thirty (30) days by reason of any grounds for relief as described in Article 9.1.

10 CONFIDENTIALITY AND DATA PROTECTION

10.1 Confidential information. Each party shall keep confidential and shall not disclose any confidential information of the other party disclosed to it in connection with this Agreement except as required for the purpose of the delivery of Services and performance of any other duties under this Agreement. Information shall be considered to be confidential if it has been designated as confidential by the disclosing party at the time of disclosure, or if it, considering all the circumstances surrounding the disclosure, ought reasonably to be understood by the receiving party to be confidential. For purposes of clarity, Securitas' service plans (the "Security Manual" and/or similar documentation) shall always be considered as confidential information for the purpose of this Article 11 and is protected by intellectual property rights. Neither party will have any duty of confidentiality under this Agreement with respect to information which: (i) is or subsequently becomes publicly available without breach of any obligation under this Agreement; (ii) was in the possession of the other party prior to the time of first disclosure hereunder; (iii) is developed by the other party without any use of or reference to any confidential information received from the disclosing party; (iv) is obtained without restriction from a third party reasonably believed by the other party to be free to provide such information without breach of any obligation owed to the disclosing party; (v) is disclosed with the prior written approval of the disclosing party; or (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other government body.

10.2 Data Protection. The parties acknowledge that access and distribution of personal information of the other party or its employees, agents or related parties may be necessary for the proper performance of the Services as set out in this Agreement. Both parties agree to use any personal information obtained throughout the performance of this Agreement with care, in keeping with all applicable rules and regulations and to use such information only for the purpose of performing their duties as set out in this Agreement.

For operational and security purposes all telephone calls between the Customer or its contact persons and the Care Center of Securitas are registered. Also, the registrations can be used for the purpose of quality control of the provision of services by the Care Center.

In so far as Securitas processes personal data in the performance of the Agreement upon request of the Customer, the Customer remains responsible for the processing and Securitas acts merely as processor within the meaning of the Belgian Act of 8 December 1992 relating to the protection of privacy in the processing of personal data. Securitas commits to process the personal data, including the personal data relating to her own staff, for no other purpose than the performance of the Agreement and will not use the personal data for purposes that are not compatible herewith.

11 MISCELLANEOUS

11.1 Independence. Securitas is an independent contractor. Nothing in this Agreement shall create a partnership or relationship of principal or agent or employer and employees.

11.2 Severability. If any provision of this Agreement is held to be unenforceable, it shall be modified to that it is enforceable to the maximum extent permitted under applicable law and all other terms shall remain in full force. If the unenforceable provision cannot be so modified, it will be excluded from this Agreement, and all other terms of this Agreement will remain in full force.

11.3 Order of Precedence. In the event that the different parts of this Agreement are conflicting, the documents forming part of this Agreement shall prevail in the following order: (i) the general terms and conditions ; (ii) the specific terms and conditions ; (iii) any other documentation attached hereto.

11.4 Notices. All notices to be delivered under this Agreement shall be in writing and made by courier, facsimile, overnight mail or certified mail, addressed to the other party at its address set forth in the Scope of Work or at such other address as the other party may have designated in writing. Any notice so sent shall be deemed received as follows: (i) if hand delivered, on delivery, (ii) if by commercial courier, on delivery, (iii) if by registered mail, three (3) business days after mailing, and (iv) if by facsimile, upon receipt.

11.5 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.

11.6 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.

11.7 Changes and amendments. All changes and amendments to this Agreement, or any part hereof, will be binding on either party only if approved in writing by an authorized representative of that party.

11.8 Survival. This Agreement shall terminate by expiry or by termination of the Agreement in accordance with its terms. Articles that by their wording have effect after the termination shall continue to apply between the parties according to the terms of that Article.

12 GOVERNING LAW AND JURISDICTION.

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

SPECIAL TERMS AND CONDITIONS FOR MONITORING SERVICES

1 SUBJECT OF THE AGREEMENT

Subject. The Agreement comprises the sale of Amicimi Personal Safety Solution Monitoring Services.

2 AMICIMI PERSONAL SAFETY SOLUTION MONITORING SERVICES

2.1 Services. The Amicimi Personal Safety Solution Monitoring Services entail that the Customer can activate the Amicimi panic-button by pressing it when there is an emergency situation. When the Amicimi panic-button is pressed, the smartphone connected to the Amicimi panic-button sends the following information to Securitas: the Customer identification, the Customer's geographical location, which is based on his or her most recent GPS details, any medical information that the Customer may have entered in the Amicimi App beforehand, and audio recordings made by said smartphone. If no accurate GPS position can be determined (e.g. because the sender is located underground), the last known position as recorded by the smartphone connected to the Amicimi panic-button shall be sent.

2.2 Actions. Securitas shall take the following actions when it receives such a message:

- Securitas makes a direct call to the smartphone connected to the Amicimi panic-button;
- Securitas will automatically be able to listen in on what is happening;
- if the call is answered, Securitas shall ask the person answering to identify himself or herself and shall be able to speak to the Customer directly if required;
- if identification is impossible (the call is not answered or the identification request is not answered in the agreed manner), Securitas shall contact the police and send them the Customer's identification, the above-mentioned GPS details and medical information, together with the audio recordings.

2.3 Technical option. The Customer expressly confirms that he or she knows that Securitas cannot perform its Amicimi Personal Safety Solution Monitoring Services if he or she switches off the smartphone connected to the Amicimi panic-button or if the battery of the smartphone or the Amicimi panic-button is empty.

2.4 Safety objective. The Amicimi panic-button is intended as a device for safety purposes only, and not as a recording system for third parties. The Customer expressly accepts that the Amicimi panic-button may not be used as general recording equipment and, in particular, to record private communication.

3 SERVICE FEES

3.1 Service Fee. The Service Fee covers: telephone calls between Securitas, the Customer and, if necessary, the police; processing a maximum of 4 false alarms per year. Any signal that Securitas receives and that is not the consequence of a threat to the safety of the person carrying the Amicimi panic-button is considered to be a false alarm. The service fee does not cover: communication resulting from a special question by the Customer or the police; any costs linked to interventions by the police, the fire service, etc. The Customer shall be liable for any fines that might be imposed directly on the Customer or on Securitas for unjustified calls to the emergency services and police.

4 OBLIGATIONS ON THE PART OF THE CUSTOMER AND OF SECURITAS

4.1. The Customer's obligations. The Customer shall fulfil the following obligations for the entire duration of the Agreement: carefully go through and comply with the instructions and manuals supplied on delivery and strictly follow up all instructions given by the Securitas employees during the test; notify Securitas within 8 hours of any disturbance or defect in the Amicimi panic-button that could lead to false alarms (tel.: 02/752.37.00); avoid false alarms as much as possible; if an alarm was set off by an error on the part of any person carrying the Amicimi panic-button, ensure that this person takes the initiative to contact Securitas as soon as possible; do not give Securitas any instructions that might be in conflict with legislation.

4.2. Securitas's obligations. Securitas shall fulfil the following obligations for the entire duration of the agreement: keep its alarm centre functioning properly, 24 hours a day and 365 days per year; manage any alarm that it may receive from the smartphone connected to the Amicimi panic-button in accordance with the aforementioned procedures. Securitas shall manage and attend to these alarms by using its professional knowledge, experience and by referring to the legislation concerning the practices and standards in the sector; notify the Customer of any interruption in the Amicimi Personal Safety Solution Monitoring Services that might be initiated by Securitas.

5 FALSE ALARMS

5.1 Suspension. Securitas reserves the right to temporarily suspend or terminate the Amicimi Personal Safety Solution Monitoring Services if it receives more than 4 false alarms per year, without the Customer being entitled to any compensation for damages on those grounds. Securitas shall notify the Customer immediately and by writing if such a situation is imminent.

5.2 Start-up. Securitas shall start up the Amicimi Personal Safety Solution Monitoring Services again if the Customer has furnished adequate proof that future false alarms will be avoided. In such a case, Securitas will make a point of notifying the Customer of this by telephone or in writing.

6 PROCESSING OF PERSONAL DATA

6.1 Processing of personal data. All telephone conversations between the Customer or Contact Person and Securitas are registered for operational and safety purposes. The Customer gives his or her express agreement to Securitas to provide the police with this information if necessary. Beyond this, Securitas only uses the records for service provision quality control. The Customer can write to Securitas Alert Services NV, Sint Lendriksborre 3, 1120 Brussels, if he or she wishes to receive further information on whether or not any processing is done and on the personal data in question.

7 SECURITAS'S LIMITATION OF LIABILITY

7.1 Limitation. Without prejudice to the provisions of Article 5 of the General Terms and Conditions, the liability of Securitas related to providing the Amicimi Personal Safety Solution Monitoring Services is limited to the condition that the Securitas alarm centre functions properly and that the above-mentioned instructions are carried out correctly.

7.2 Limitation. Securitas cannot be held liable for any damage resulting from any situation preventing incoming messages from being properly transmitted to the Securitas alarm centre, with the exception of a disruption in the functioning of the alarm centre.