

SECURITAS AGREEMENT FOR PROVISION OF AD HOC SERVICES

This Agreement for Ad Hoc Services ("Contract/ Agreement"), dated as of 20XX ("Effective Date") is made by and between [Customer Company Name], a company organized under the laws of Hong Kong, with its address at XXXXXX, XXXXXX, XXXXXX, XXXX XXXXXX ("Customer") and Securitas Security Services (Hong Kong) Limited, a company organized under the laws of Hong Kong, with its address at Unit 702-707, 7/F, Trade Square, 681 Cheung Sha Wan Road, Cheung Sha Wan, Kowloon, Hong Kong ("Securitas");

1. SCOPE AND PERFORMANCE OF SERVICES

- 1.1. Service and Equipment: Securitas agrees to provide the Services to the Customer under the specific terms set out in this Agreement. All equipment, software, materials and/or documentation supplied by Securitas shall always be the property of Securitas, unless otherwise agreed in writing between the parties.
- 1.2. Instructions by the Customer: Securitas shall not be obliged to follow any instructions of the Customer other than those specified in the Scope of Work. If, in the performance of the Services, the Customer gives instructions outside the Scope of Work which alter or affect the performance of the Services, the Customer shall be solely responsible for all consequences deriving from such instructions and shall indemnify and hold Securitas harmless in respect thereof.
- 1.3. Personnel: Personnel providing the services are Securitas employees or sub-contractors hired by Securitas. Securitas shall have the right to change personnel assigned for the Services at any time.
- 1.4. 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.
- 1.5. 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). 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.

2. THE CUSTOMER'S COMMITMENT

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

3. SERVICE FEES

- 3.1. Service Fee: The Customer shall pay the Service Fee to Securitas for the provision of the Services as specified in the Quotation. The signed endorsement by a representative of the Customer will constitute an acceptance of the Quotation.

- 3.2. Value Added Tax (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. Payment of the Service Fee: Customer will be billed upon completion of service(s). Invoices are payable fourteen (14) days from the date of the invoice, without any setoff, 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 fourteen (14) days of the date of the invoice. Customer must notify Securitas in writing of any dispute regarding the amount of an invoice within three (3) days from the invoice date; otherwise, all disputes will be deemed waived. Customer will bear all costs associated with Company receiving payments due for services rendered under this Agreement. If Securitas must institute suit or collection services to collect amounts owed to Securitas under this Agreement, Customer agrees to pay Company's attorneys' fees and other costs of suit or collection.
- 4.1. Immediate Cash Payment: In case of non-payment based on liquidity problems of the Customer, 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.

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 and the Scope of Work 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, 10% of the aggregate Services Fees paid by the Customer during one year of this Agreement.
- 5.4. Notification Limits for Claims: The Customer shall notify Securitas of any claim arising from the Services in reasonable detail and in writing within three (3) days from the date of completion of services. If the Customer does not provide such notice to Securitas within the stipulated period, 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 negligent act or omission on the part of Securitas, its employees, agents or subcontractors.
- 6.2. Discharge of Performance: Upon termination of this Agreement, Securitas shall be discharged from all further performance under this

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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.

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.

AUTHORITY TO EXECUTE AGREEMENT. Each of the individuals whose signature appears below represents and warrants that he or she has full authority to execute this Agreement on behalf of the party on whose behalf he or she has affixed his or her signature to this Agreement

7. GROUNDS FOR RELIEF

- 7.1. Force Majeure: The following circumstances shall be considered as grounds for relief if they delay or impede the performance of this Agreement: any circumstance beyond the reasonable control of a party such as fire, war, mobilization or military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, hi-jacking or an act of terrorism, epidemic, pandemic, shortage of transport, general shortage of materials or personnel, strikes or other industrial disputes and defects or delays in deliveries by sub-contractors caused by any such circumstance as referred to in this Article.
- 7.2. Notice: The party intending to claim relief under Article 7 shall inform the other party without delay on the occurrence and on the cessation of such circumstance.

8. CONFIDENTIALITY AND DATA PROTECTION

- 8.1. 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.
- 8.2. 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.

9. MISCELLANEOUS

- 9.1. Independence: Securitas is an independent contractor. Nothing in this Agreement shall create a partnership or relationship of principal or agent or employer and employees.
- 9.2. Order of Precedence: In the event that the different parts of this Agreement are conflicting, the documents forming part of this Agreement shall prevail in the following order: (i) the Scope of Work, Exhibit A; (ii) the cover page of this Agreement; (iii) these terms and conditions; and (iv) any other documentation attached hereto.
- 9.3. 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.
- 9.4. 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.

10. GOVERNING LAW AND JURISDICTION

- 10.1. Law and Disputes: This Agreement will be governed by and construed solely in accordance with the laws of Hong Kong without reference to its rules of conflicts of laws. The parties hereby submit