

GENERAL TERMS AND CONDITIONS

SUPPLIER'S RESPONSIBILITIES

The supplier shall provide the services or deliver the goods to Thomson Alarm Central Monitoring Limited ("Supplier") and comply with this obligation, using the highest levels of care and skill. The supplier shall meet, and time is of the essence as to, any performance dates specified in the Purchase Order ("PO"). Where no performance dates are specified, the supplier shall perform its obligations promptly and as soon as reasonably practicable.

CHARGES AND PAYMENTS

In consideration of the provision of goods or services by the supplier, the Customer shall pay the charges as set out in the PO. Invoicing can only be done after service/product has been delivered (wherever applicable) and generally no later than 3 months from the date of delivery to the Customer.

The Customer shall pay the invoice in 60 days from the date of submission of invoice (unless otherwise agreed) and have the right to dispute any invoice up to 120 days from invoice payment date. Without limiting any other rights or remedies, the Customer may set off any amounts owed to it by the supplier against any amounts payable to the supplier.

The supplier hereby acknowledges that it does not have the right, and therefore shall not, at any circumstances, adjust the prices of the good or services without prior written approval from the Customer.

INDEMNITY AND LIABILITY

The supplier shall indemnify and hold the Customer harmless from all claims and all direct, indirect, or consequential liabilities (including loss of profits, loss of business, depletion of goodwill, and similar losses), costs, proceedings, damages, and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by the Customer because of or in connection with:

- any claim made against the Customer by a third party for death, personal injury, or damage to property arising out of, or in connection with the goods or services;
- any alleged or actual infringement of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the products; or
- breach of any confidentiality and data protection obligations by the supplier
- any claim made against the Customer in respect of any liability, loss, damage, injury, cost, or expense sustained by the Customer's employees or agents or by any third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the services or the goods as a consequence of a breach or negligent performance or failure or delay in performance by the supplier.

The Customer's maximum liability to the supplier for claims, losses, expenses and all other liabilities arising under or in connection with this PO attributable to the Customer shall not exceed 100% of the total charges payable by the Customer under this PO. The Customer 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 the Customer has been advised of the possibility of such losses or damages. Nothing in these terms shall exclude or in any way limit the Customer's liability to the extent the same may not be excluded or limited as a matter of applicable law.

INTELLECTUAL PROPERTY RIGHTS

The supplier expressly acknowledges and understands that the Intellectual Property including, the trade names, copyrights and trademark rights owned by the Customer are the sole and exclusive property of the Customer, and that any imitation or use of any of these whatsoever, in any shape or form, by the supplier, or any other person, is expressly prohibited in the absence of an express licence from the Customer. The supplier shall only have the right to use the Customer's trademarks in accordance with the express instructions and approval from the Customer.

CONFIDENTIALITY AND DATA PROTECTION

The supplier shall keep confidential and shall not disclose any confidential information of the Customer disclosed to it in connection with this PO except as required for the purpose of the delivery of goods or services. Information shall be confidential if it has been designated as confidential by the Customer at the time of disclosure, or if it, considering all the circumstances surrounding the disclosure, ought reasonably to be understood by the supplier to be confidential. Supplier will not have any duty of confidentiality with respect to information which: (i) is or subsequently becomes publicly available; (ii) is developed by the supplier without any use of or reference to any confidential information received from the Customer; (iii) is disclosed with the prior written approval of the Customer; or (iv) is disclosed pursuant to the order or requirement of a court, administrative agency, or other government body.

The supplier acknowledges 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 this PO. Supplier agrees to use any personal information obtained throughout the performance of this PO with care, in keeping with all applicable laws, rules and regulations and to use such information only for the purpose of performing their duties. The supplier will take such technical and organisational measures as may be necessary to keep such data secure.

CANCELLATION

The Customer may cancel this PO immediately on giving written notice to the supplier if:

- The supplier commits a material breach of any of the terms of this PO and (if such a breach is remediable) fails to remedy that breach within fifteen (15) days of that party being notified in writing of the breach.
- Fails to meet the performance dates specified in this PO.
- In case the supplier is listed, or owned/controlled by anyone listed, on a Sanctions List or engage in activities prohibited by Sanctions; and/or
- In case the country, where the supplier is incorporated or provides services to the Customer becomes a sanctioned country.

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 United States agency or the equivalent regulator of any other country which is relevant to this PO. 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.

FORCE MAJEURE

The Customer reserves the right to defer the date for performance of, or payment for, the services or goods to terminate or cancel this PO if it is prevented from, or delayed in, carrying on its business by acts, events, omissions, or accidents beyond its reasonable control, including strikes, lockouts or other industrial disputes, the act of god, war, riot, epidemic, pandemic, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

GOVERNING LAW AND JURISDICTION

Any dispute or claim arising out of or in connection with this PO or its subject matter or formation, shall be governed by and construed in accordance with the laws in force in Hong Kong. The Courts of Hong Kong shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this PO or its subject matter.

PREVAILING AGREEMENT

In the event of any inconsistency between the terms of this PO and the terms of any agreement signed by and between the Customer and the supplier, the terms of such signed agreement shall prevail.