

## TERMS AND CONDITIONS BSL SECURITY GROUP

### **Article 1 - Scope and enforceability**

BSL has the required administrative authorizations to undertake all their activities. You are reminded that these administrative authorizations do not confer any official character to either the business or those who benefit from it. It in no way engages the responsibility of the Public Authority. All confirmed contracts presume adequate consultation and an acceptance of these Terms and Conditions. The clients agree to having obtained from BSL all necessary information concerning the quantitative and qualitative nature of the services provided. The client agrees that they are completely aware that their agreement to the following Terms and Conditions does not require a written signature of the document. The client declares that in accepting these Terms and Conditions they are of age and that they have the necessary authority to do so. The general Terms and Conditions of Sale apply, without reservations or restrictions, to the entirety of the services proposed by BSL to its clients. The services are as follows: "Prevention, surveillance, access control, security guards, safety, protection and reception/welcome". These Terms and Conditions apply to the exclusion of all other conditions, in particular over the general buying agreement of the client, over which they have precedence. All contrary conditions or terms imposed by the client, no matter the timing or medium, will not be invocable, unless they have been agreed in writing by BSL. These Terms and conditions supersede and render null and void any previous written agreements and conditions relative to the agreed services.

### **Article 2 - Orders**

The engagement of the services quoted by BSL, as described in Article 1, are only considered confirmed and definitive after the client has signed the contract for security services OR a purchase order has been received after the client's occasional request, signed and confirmed by BSL. Because of the diversity of the services proposed by BSL to its clients, the purchase order or the contract must clearly determine in a precise and detailed manner the location within which the personnel will deliver their services, the number and qualifications of personnel and the number of hours each personnel will work. The minimum number of hours per booking is 6 hours; any requirements of less than this time will be billed at 6 hours.

### **Article 3 - Duration**

The general sales Terms and Conditions come into effect upon the signing of the contract by the client or the purchase order and apply until all services have been completed by the company BSL.

### **Article 4 - Provision of Services**

The delivery of the services ordered by the client will be undertaken by BSL in partnership with the different BSL offices. BSL undertake to provide as per the order created by the clients, the prevention and/or surveillance and/or the control of entrances and/or security guards and/or safety and/or protection and/or welcome of the designated sites as set out by the client as per the exact details as defined in the client's contract or purchase order. The client and a nominated representative of BSL will undertake a detailed inspection of the working areas and more particularly a risk assessment of the site, which it is necessary for them to know in order to be able to execute the ordered services. The client agrees to adhere to the obligations outlined in the law of 20.02.92 concerning Health and Safety which applies to works carried out at a location by a sub-contractor. The client will be responsible for establishing a safety plan which will outline all the issues to be analyzed during this joint inspection or BSL can provide a written quotation to provide this if requested. BSL undertake to provide, with the minimum of delay, the requirements outlined in the client's order. All records remain the property of BSL even when stored at the client's location. The allocation or change of a security agent at a specific position is the sole decision of BSL. BSL agents will act solely on the directions provided by BSL and its supervisors who require access rights at all times to the client's site.

The client undertakes to notify BSL in writing of any amendments to its safety plan within a reasonable time scale. The new orders will take effect 48 hours after a written agreement by BSL has been received and signed for by a recognized representative of the client. A change in the nature of the provision or of the qualification of the personnel required will result in production of an amendment or purchase order. The client may not request BSL to undertake any tasks for which it is not licensed or recognized for, in particular transport or the movement of money or valuables, driving vehicles... All exceptional requests for services, new or different, must form part of an annex to the contract or a new order. BSL recognizes its obligations in providing human surveillance and undertakes to deliver them according to the best practices of the industry. This obligation applies specifically to the time frame as outlined in the order, bearing in mind that the agents are constrained by the highway code and weather conditions (for example snow and flooding, etc...)

All complaints and claims must be received within 72 hours of the incident in order to be deemed compliant. In cases where access to the clients site is impossible, BSL will try and contact the client by telephone. If access is still impossible, the contract will be cancelled, all moneys paid by the client to BSL will be returned to the client less any expenses already incurred by BSL in the delivery of the order. The client agrees not to ask agents to perform any tasks that have not been agreed within their contract. In the case where the client does not adhere to this obligation, it will be solely their responsibility in the case of an accident, illness or death. The client agrees to provide all security agents with a cloakroom and access to toilet facilities as required by regulations.

### **Article 5 - Sub-Contracting**

BSL reserve the right to sub-contract services booked by the client who agrees to this in principle, particularly in the case of urgent and specific needs.

### **Article 6 - Cooperation**

The client and BSL agree to maintain an active and permanent cooperation in order to allow delivery of services in the best possible conditions. The client therefore agrees to provide BSL all required documentation, information, plans and operating instructions necessary to deliver the services. Both parties agree to inform the other immediately if they experience a problem and agree cooperatively to seek the best solution.

### **Article 7 - Insurance**

BSL will assume responsibility for actions other than criminal that are the result of their activities, those of their employees and/or equipment in the event of damage to any third party including the contracting clients, to their employees and/or equipment. However, it is agreed that the Agreements between the client and BSL are based on obligations of diligence and not of results, especially within the framework of the statutory guarantee. Hence BSL is liable with respect to the client only for damages and/or harm caused by a flagrant disrespect and a repeated breach of contractual agreements as outlined in the contract or purchase order. This responsibility is limited to the amount of the insurance coverage taken by BSL to the extent that it is not inconsistent with regulations or legal requirements. It is the Client's responsibility to obtain a waiver against BSL above the current limits outlined in the guaranty.

The Client recognizes that, if BSL's responsibility is established according to the rule of common law, the sum awarded cannot exceed twenty five thousand (25,000) Euros per purchase order or performance of a service and fifty thousand (50,000) Euros per year per contract and regardless of the nature and the actual amount of the damages. BSL surveillance services are delivered by security agents and are necessarily limited by their means. BSL do not guaranty the client against the occurrence of theft, intrusion, robbery, destruction of property on the site by a third party. The client shall have a period of 15 days starting from the day the event took place to prove any liability of BSL and to make any estimation of a claim in writing by registered letter, beyond this time period the claim will not be accepted and cannot be subject of financial compensation. The client acknowledges that they were informed by BSL on the understanding and appreciation of the proposed services, their duty to inform and bring to their attention (budget, CCA...), the parameters of the services and the risks involved. As a result, the Client recognizes that they were informed of their rights and the risks involved and renounce all recourse in respect of BSL.

### **Article 8 - Key Management**

If BSL is required to hold keys belonging to the clients, a statement of acceptance will be co-signed by BSL and the client. BSL undertake to take all necessary precautions with the keys in their possession. In the case of loss, disappearance or theft of the keys entrusted to them BSL will immediately inform the client in order that they undertake all necessary security actions as a result of this loss. Within the professional relationship with the client, where it is established that the responsibility lies with BSL, BSL accepts the financial reimbursement of the client with like for like replacements for all access points affected to the limit of 15000 € per year and per incident. As a result, the professional client renounces any claim for further financial remuneration from BSL and its insurers in excess of this amount.

### **Article 9 - Price Calculations**

All services are provided by the company BSL according to the supplied rates which are within the accepted scales of the Convention Collective des Entreprises de Prevention et de Sécurité (Accepted Standard Conventions of the Safety and Security Industry). The price agreed between the two parties was arrived at by taking into account the entirety of the fees, charges and any related costs incurred in the provision of the services. The applied rates are final and nonnegotiable, during the period set out in the agreement as defined in the above accepted scale. Any order of services specific to the client, to which these accepted scales cannot be applied, will be subject to a separate quotation which will require prior agreement from the client. In the costs featured in the final quotation, purchase order or contract, HT and TTC (excluding or including VAT) are quoted in euros. In the case of amendments to elements contained within the contract or purchase order, the agreed costs can at any moment be adjusted by BSL in the following manner:

(1 x CH)

$P_a = P_o \dots\dots\dots$

$(I_o \times C H_o)$

$P_a = \text{New Price, } P_o = \text{Original Price, } I_o = \text{New Index of Salaries of the Convention Collective des Entreprises de la prevention et de la Sécurité, } I_o = \text{Original Index, } C H_o = \text{New exchange rates, } C H_o = \text{Original Exchange rates affected by all statutory and legal provisions that apply to all salaried staff in the industry. Official Salary rates that are set by the Convention Collective des Entreprises de Prevention et de Sécurité will serve as the basis on which these revisions are made. The legal surcharges that are applicable are 10% for Sunday, 11% for nights and 100% for national holidays. Emergency hours that are undertaken in the case of an emergency, on request of the client in addition to agreed working hours by mutual agreement, shall be invoiced with a surcharge of 125% on agreed hourly rate to which can be added the additional costs of time in lieu.$

### **Article 10 - Payment**

Except if indicated to the contrary in writing by BSL the company, invoices are payable net and without discounts, on receipt of the invoice, by direct payment to BSL, by cheque or bank transfer. Payments made by the client will only be considered final after all sums owed have been actually encashed by BSL the company. BSL reserve the right to request full or part payment of their fees at any time if, if payments are not made within the period set out in the contract or it is found that client has a negative credit rating. If you do not pay fees by the specified date we will charge you interest at a rate of 3.5% on the outstanding amount, which we start charging from the day after the fees were due until payment is received in full. This compensation is legally due, without prior legal notice, simply by the non-payment of fees within the agreed deadline by the debtor. Furthermore, non-payment of fees by the fixed deadline will result in BSL either withholding or terminating provision of services or and/or suspending all contractual obligations. The payment of this compensation is a legal requirement covered by article D441-15 of the Code de Commerce of legal rights, without formal notice or any other formality in the case of late payment. The client accepts to receive all invoices electronically or by email in accordance with the applicable legislation.

### **Article 11 - Termination of contract through sole fault of the client**

If the client fails to adhere to any of the conditions which they have signed in this agreement (non-compliance of certain clauses), the contract can be terminated by BSL, 15 days after failure to comply with a formal legal demand by the registered letter with proof for receipt. In case of Termination of the contract due to the sole fault of the client's actions, the client will be automatically liable, as a penalty clause, to pay an indemnity equal to the average of the total invoice for services delivered during the previous 12 months multiplied by the number of weeks or months left for the contract to run. Termination will result in the immediate return of any materials supplied by BSL. In addition, BSL is able to terminate the present contract in case of a risk that would not be or would no longer be insurable.

### **Article 12 - Duration/Conditions of Termination**

The termination of contractual relations may not occur before the expiration of the initial time period set out in the contract or purchase order. At the end of the initial time period agreed by both parties, the contract will be automatically renewed for an equivalent time period, the parties are free to put a fixed term to their contract by a registered letter, 3 months prior to the end of the agreed time period to take effect upon expiration of the contract. In this case the client agrees to adhere to the required obligations with regard to transferring employees of surveillance between security firms.

### **Article 13 - Jurisdiction and Applicable Law**

The interpretation and execution of the present General Terms and Conditions of sale, as well as all acts subsequent hereto or a consequence hereof, are subject to French Law. In the case of a legal challenge to the execution or interpretation of the present Terms and Conditions of sale, only the supplier's local Tribunal de commerce will have authority, even in cases of referral, incidental claim, guarantees or in cases of multiple defendants.

Only the General Terms and Conditions of sale written in French have legal value. These General Terms and Conditions of sale written in English have only informative value. At all events, the General Terms and Conditions of sale written in French prevail over these General Terms and Conditions of sale written in English.

### **Article 14 - Buyout sale**

In the case of transfer of ownership, merger, absorption, split, transfer of assets, sale or leasing of commercial assets, break up of property of the company providing services or of the client, the contractual links will survive, a burden on the beneficiaries to execute all obligations of the client as far as the company is concerned.

### **Article 15 - Conditions of Cancellation**

All cancellation or postponement of an order must be done in writing at last one week before the date of commencement. If this deadline is not met it will result in a bill for 10% of the estimated costs unless otherwise agreed by BSL.

### **Article 16 - Health and Safety**

In accordance to the Code of Work, all parties declare that their respective representatives were present for a communal visit of the location, site and all installations to be monitored and a written risk assessment completed of all risks to which employees will be exposed to, and signed by all parties at the latest on the day that work commences on site, no matter how long the period of the contract. The appropriate actions which will be defined in this document must be taken by the client before the contract can be started. Failing that, BSL cannot be blamed for a delay in the start of their services or interruption in the execution in their services, while having the legal right to continue billing time. The client undertakes to take the same measures during the course of the contract if work conditions or annual timetable of the tasks have changed. The client will put at the disposition of BSL employees at no charge the facilities and supplies provided by article R.237.16 of the Code du Travail (Legal French Work Codes) allowing them in particular access to a telephone intended for direct access to exterior security forces. The client guarantees that their facilities conform to the current safety regulations.

### **Acceptance of General Terms and Conditions of sale**

The present and above mentioned General Terms and Conditions of sale conform to the French General Terms and Conditions of sale.