

General Terms and Conditions

1. Scope of the Agreement

a. These General Terms and Conditions are an integral part of the Agreement between AVARN Security Solutions AB and/or AVARN Security Services AB (hereinafter "AVARN") and the Customer.

b. With respect to AVARN's terms and conditions for specific security services, the Special Terms and Conditions for agreements regarding (I) Manned Guarding Services and/or (II) Alarm Transmission and Response, and/or (III) Technical Security Facilities (installations, materials, services) shall apply.

c. In the event of any conflict, the special terms and conditions shall take precedence over the General Terms and Conditions. Terms defined in these General Terms and Conditions shall have the same meanings in the Special Terms and Conditions.

2. Definitions

"Agreement" means the Agreement entered into between the parties regarding the provision of security services including these General Terms and Conditions, AVARN's Special Terms and Conditions, the main agreement, and any other appendices to the Agreement.

"Customer" means the corporate Customer/ordering party stated in the Agreement, unless otherwise stated.

"AVARN" means AVARN Security Solutions AB, company reg. no. 55622-4617 and/or AVARN Security Services AB, company reg. no. 556095-6772.

"Description of Services" means the specification of the services and/or the Secured Facility which AVARN shall supply in accordance with the specifications in the main agreement.

"Facility" means the location or locations where the services are provided in accordance with the specifications set forth in the Description of Services.

"Secured Facility" means the technical Secured Facility which AVARN shall provide in accordance with the Description of Services.

"Price" means the price which AVARN charges the Customer for services provided in accordance with the provisions set forth in the Agreement and prices for any supplemental services agreed upon between the parties. The Price may vary over time in accordance with the provisions of the Agreement.

"Damage" means Damage or loss according to applicable law including, inter alia, any and all claims, losses, obligations, injuries, acts, demands, costs and fees which a party may incur as a consequence of, or in conjunction with, delivery of the services under this Agreement.

"Writing" covers all written communications signed by a person with authority to represent a party, for example, printed documents, telefaxes, emails and other electronic means of communications.

3. Term of agreement

The provisions regarding the entry into force, term, and termination of the Agreement are set forth in the Agreement.

4. The scope of the Agreement and the performance of services

a. AVARN undertakes to provide services to the Customer in accordance with the terms and conditions set forth in the Agreement. Any and all equipment, software, materials and documentation (for example, instructions, system solutions, drawings and signs) provided to the Customer shall remain the property of AVARN unless otherwise agreed in writing between the parties and may not be used by the Customer or copied, reproduced, disclosed or otherwise used without the written consent of AVARN.

b. AVARN is not obligated to comply with any instructions from the Customer other than those set forth in the Description of Services. In the event the Customer provides instructions during the course of the performance of services which are beyond the Description of Services

and which modify or affect the performance of the services, the Customer shall be solely responsible for any consequences arising due to the instructions and shall indemnify and hold harmless AVARN with respect to such.

c. Through its execution of this agreement, the Customer accepts the scope and planning of the services and any Secured Facility.

d. Request for adjustment/supplementation of services:
A party may present a request for necessary and reasonable adjustments and/or supplements of the services through a written notice provided to the other party. In the event AVARN is of the opinion that such adjustment and/or supplementation requires a modification of the Price or the Agreement, AVARN shall notify the Customer thereof. The parties shall negotiate constructively regarding all requested adjustments and/or supplements of the services, the Price, and the Agreement otherwise. In order to be binding, any modifications of the services and related changes in the Price under the Agreement must be approved in writing by an authorized representative of each party. If it is not possible to reach an agreement, the services, the Price, and the Agreement shall remain unchanged. The Customer is aware and acknowledges that AVARN's employees performing the services may not reach an agreement with the Customer regarding adjustments and/or supplements of the services.

e. Changes due to statutes, regulations, decisions of public authorities, etc.:

Subject to the exceptions set forth in section 4 d, AVARN shall at all times have the right to make such changes of the Agreement (including changes in the Price and the performance of the services) as required to ensure compliance with legislation, regulations, and decisions by public authorities applicable to the services provided under the Agreement.

f. In conjunction with changes made by AVARN in the terms and conditions of the Agreement which may be deemed to be of material significance to the Customer and which do not constitute such a request for modification/supplementation of the services as set forth in section 4 d, AVARN shall notify the Customer without delay in Writing of the impending change. Changes in accordance with section 4 e and changes in the General Terms and Conditions and Special Terms and Conditions shall at all times be deemed to constitute changes of material significance to the Customer. Such changes shall be deemed approved by the Customer unless the Customer objects thereto in writing no later than 14 business days after the Customer received notice of the changes. In the event the changes are contested, AVARN shall have the right to terminate the Agreement, subject to 10 days' written notice.

g. Unless otherwise agreed, changes in the General Terms and Conditions or Special Terms and Conditions shall enter into force commencing with the services period which begins after AVARN has notified the Customer of the future change. 'Services period' means each 12 month period calculated from the original entry into force of the Agreement.

h. The personnel providing the services are employed by AVARN, or are subcontractors or cooperating partners engaged by AVARN. AVARN shall have the right to replace personnel allocated for the services, at any time.

i. AVARN shall have the right to engage subcontractors in order to provide the services. AVARN shall be responsible for such subcontractors, subject to the limitations of liability set forth in the Agreement.

j. When applicable, AVARN shall, in consultation with Customer, see to that its standard signs and decals are posted by the monitored area. The signs and decals are the property of AVARN and shall be removed and returned to AVARN upon termination of the Agreement. Repair work carried out in connection thereto shall be arranged for and paid by the Customer.

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5. The Customer's undertakings

a. During the term of the Agreement, the Customer shall cooperate with AVARN, thereby making it possible for AVARN to provide the services under the best possible conditions. This means, among other things, that the Customer shall provide (I) a safe work environment for AVARN's personnel in accordance with applicable legislation and regulations; (II) all necessary information and access and assistance that AVARN may reasonably require in order to perform the services without interruption (for example, appropriate office space with network access, lunchroom, and access to lavatories, water, electricity, etc.); and (III) immediately any information regarding conditions that might affect AVARN's and/or its personnel's safety, risks, or obligations under the Agreement or may cause AVARN to incur additional costs in order to provide the services.

b. The Customer is responsible for coordination of the work environment according to the Work Environment Act. During the term of the Agreement, the Customer shall also ensure that its Facility fulfills the applicable requirements for securing the safety and health of AVARN's personnel. In the event of new construction or renovation affecting AVARN's personnel, AVARN shall be afforded the opportunity to comment. The Customer shall also provide complete information to AVARN regarding the work environment and safety regulations applied by the Customer regarding its own personnel.

c. The Customer shall provide keys, key cards, codes or the equivalent necessary for the performance of the services and, where applicable, technical equipment such as computers, telefaxes, copiers, telephones or the like. Keys and other materials and documentation shall be handled and stored in accordance with the routines established by AVARN.

d. In conjunction with the agreed handling of keys, the Customer shall provide a related orientation plan. The keys may only be used by AVARN's personnel in accordance with the Description of Services. Upon termination of the Agreement, AVARN shall have the right to discard the keys unless otherwise agreed.

6. Prices

a. The Customer shall pay the Price to AVARN for the services as set forth in the Agreement. Unless otherwise agreed, the Price is adjusted annually according to the factor price index for manned guarding services (Manned Guarding Services Index).

b. AVARN shall at all times during the term of the Agreement have the right, following 30 days written notice to the Customer, to make such changes in the Price as are required in the event AVARN's costs for providing the services increase as a consequence of (I) increased costs for personnel through agreements between the parties on the labour market, or higher costs for cars, transportation, materials, or other equipment being provided; (II) changes in insurance premiums and/or (III) changes in taxes, employer payroll charges, legislation, or other regulations which affect the cost of the performance of the services. The corresponding shall also apply to cost increases which occur during the period between the tendering procedure or bid and the commencement of the term of agreement.

c. All sums to be paid under the Agreement are stated excluding value added tax and other applicable taxes and fees which shall be paid by the Customer in addition to the stated Price.

7. Payment and fees

a. The Customer is invoiced in accordance with the provisions set forth in the Agreement. AVARN shall have the right to charge an invoicing fee. Unless otherwise agreed, the Customer shall pay for the services on a quarterly basis in advance as per invoice. Unless otherwise agreed, payment shall be made 30 days after the invoice date, without any right of set off, to the recipient stated on the invoice.

b. AVARN shall have the right to charge interest on overdue payments pursuant to the Swedish Interest Act (SFS 1975:635) of eight percentage points above the reference interest rate applicable at the time. The Customer's failure to make payment of claims which

are due constitutes a material breach of contract on the part of the Customer.

c. Unless the Customer contests an invoice in writing no later than 14 days after the invoice date, the Customer shall forfeit its right to contest such invoice. In the event AVARN is compelled to commence legal proceedings or retain the services of a debt collection company in order to collect payments the Customer is obligated to pay to AVARN under the Agreement, the Customer shall pay any and all costs incurred by AVARN (for example, attorney's fees and other litigation costs or collection costs).

d. In the event of late payment, AVARN shall have the right to discontinue provision of the services ten days after written notice to the Customer. The aforementioned discontinuation of services shall not release Customer from its obligations under the Agreement.

e. In the event payment is not made due to the Customer's liquidity problems, AVARN shall have the right, with respect to future provision of the services, to impose the requirement that any services which have already been provided and/or will be provided are paid for immediately.

f. In the event AVARN's personnel are summoned for questioning by the police or prosecutorial services or to testify in court as a consequence of events covered by this Agreement, AVARN shall have the right to seek compensation from the Customer for any work time spent concerning questioning/testimony, not compensated for by public funds.

8. Liability

a. AVARN shall not be liable whatsoever for the security at the Customer's Facility and, unless otherwise agreed in the Description of Services, AVARN has not been retained as a security consultant. AVARN makes no covenants, either express or implied, that the services will prevent loss or Damage and does not warrant the results of the services. Any and all security technology and alarm monitoring services are preventative measures and tools which are used in order for AVARN, using its best efforts, to discover, verify, and remedy incidents which may lead to Damage for the Customer. The services and any Secured Facility do not eliminate the risk of Damage and do not replace the Customer's need to purchase customary insurance coverage in any way.

b. AVARN's liability for Damage incurred by the Customer and any other obligations and liability for the Customer to pay compensation in conjunction with the Agreement shall be limited in accordance with the provisions set forth in this section 8. AVARN shall only be liable for Damage that is a direct consequence of AVARN's errors or omissions. The Customer is aware and acknowledges that the Price is based on AVARN's assessment of risks and exposure, which is based on the information provided by the Customer, and that the Agreement and the Description of Services is contingent upon the limitation of AVARN's liability under the Agreement in accordance with the provisions set forth in this section 8.

c. Under no circumstances shall AVARN be liable for any indirect losses or consequential damage, for example loss of profits, pure economic loss, Damage to third parties, loss of data, income or business losses or loss of production. The aforementioned shall apply notwithstanding that AVARN has been informed of the risk of such loss or Damage.

d. In the event the Customer, as a consequence of carelessness or negligence, contributes to the Damage, AVARN's liability shall be reduced correspondingly.

e. AVARN's liability under this agreement is limited to a total amount of SEK 2,000,000 during the term of the Agreement.

f. The Customer shall present a written, specified claim regarding any compensable Damage which arises or claims for compensation (price deductions, compensation, etc.) to AVARN not later than 30 days after the date the Customer became aware, or should have become aware, of the event or circumstance giving rise to the Damage. In the event the Customer fails to present a written claim to AVARN within

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six months from the occurrence of the event, AVARN shall not be liable to make payment of any compensation to the Customer as a consequence of the claim.

g. Provided that the Damage did not arise as a consequence of AVARN's carelessness or negligence, the Customer shall indemnify and hold harmless AVARN from any loss AVARN may incur or claims by third parties against AVARN as a consequence of, or in connection to, AVARN's provision of services under the Agreement.

9. Insurance

During the term of the Agreement, AVARN shall maintain liability insurance under the Agreement, in the amounts and subject to the terms conditions determined by AVARN. AVARN's liability insurance does not cover loss which arises as a consequence of the Customer's acts or omissions. The Customer is obligated to purchase satisfactory business interruption insurance for its operations.

10. Termination of the Agreement in the event of breach of contract, etc.

a. A party shall have the right to terminate the Agreement with immediate effect in the event the other party commits a material breach of contract and fails to remedy such breach within 30 days of a written request thereof.

b. A written request under section 10 a shall be given to the authorized representative of a party and contain a clear and unambiguous report of the non-performance a party believes exists and information to the counterparty that, upon failure to remedy such non-performance within the deadlines set forth in section 10 a, the Agreement will be terminated according to a separate written notice of termination to the other party.

c. AVARN shall have the right to terminate the Agreement following ten days' written notice in the event (I) liability insurance purchased by AVARN relevant to the Agreement is terminated or a material change occurs in AVARN's insurance protection; (II) changes occur in applicable statutes, regulations or governmental decisions that have a material effect on, or cause a material change in, AVARN's obligations under the Agreement; (III) the Customer becomes insolvent or a petition for insolvency proceedings or suchlike is submitted by or against the Customer; or (IV), through acts, omissions, or behavior, the Customer places, or risks placing, AVARN's business activities or reputation in jeopardy.

d. Upon termination of the Agreement, AVARN's obligations to provide the agreed services shall terminate and, when applicable, AVARN shall be provided access to the facility in order to retrieve any and all equipment, materials, software, and documents (including retrieving and/or destroying electronic documents and data), which are the property of AVARN.

e. In the event the Agreement terminates as a consequence of a breach of contract by the Customer, the Customer shall compensate AVARN for its costs incurred as a consequence of the breach of contract. AVARN shall also have the right to receive damages of the amount corresponding to the total amount of the remaining fees during the term of the Agreement.

11. Confidentiality and data protection

a. The parties undertake not to disclose to any third party, either during the term of agreement, or thereafter, other than as required for the performance of their obligations under the Agreement, such information which has been received or otherwise obtained by the parties regarding their operations and which is of such a nature that it is deemed to constitute a trade secret.

b. The Customer is the controller of the personal data which may be collected and processed in conjunction with the services and AVARN processes such personal data on behalf of the Customer as the data processor. AVARN undertakes to process the personal data in accordance with the Customer's written instructions in the Agreement.

The Customer shall ensure that the instructions are updated and compatible with the applicable legislation and rules and any necessary consents have been obtained. AVARN shall take appropriate technical and organizational measures in order to protect the personal data which is processed, taking into consideration the technical possibilities available, the cost of the measures, particular risks associated with the processing, and the sensitivity of the personal data being processed. In the event the Agreement governs camera surveillance, the corresponding shall apply regarding the processing of images from such surveillance.

12. Miscellaneous

a. In the event any provision of the Agreement is unenforceable, the provision shall be modified and drafted in such a way as to render such enforceable to the extent possible according to applicable law and all other provisions shall continue in full force and effect. In the event the provision in question cannot be modified, such provision shall be deleted from the Agreement, and any and all other provisions of the Agreement shall continue to apply.

b. In the event of a conflict between the various provisions of the Agreement, the contract documentation shall apply in the following order of precedence: (I) the main agreement; (II) any documents appended to the main agreement; (III) the Special Terms and Conditions; (IV) the General Terms and Conditions.

c. Neither party shall have the right to assign the Agreement without the prior written consent of the other party. However, AVARN shall have the right, at any time whatsoever, to assign the Agreement to another company within its corporate group.

d. This Agreement constitutes the entire agreement between the parties and replaces or supplements all previous agreements and correspondence, whether verbal or written. Covenants, undertakings or agreements not incorporated in the Agreement shall have no force or effect.

e. Amendments and supplements to the Agreement shall only be binding if approved in writing by an authorized representative of both parties.

13. Force majeure

In the event a party's performance of its obligations under this Agreement is prevented or rendered more difficult as a consequence of circumstances beyond said party's control, such as war, war-like events, terrorist acts or threats of terrorist acts, insurrection, sabotage or threats of sabotage, actions or intervention by public authorities, strikes, lockouts, blockades or other labour conflicts, intervention by safety protection representatives, sudden or unforeseen lack of trained personnel, exceptional weather conditions (natural disasters) or fire, said party shall be released from its obligation or performance under the Agreement as long as required in consideration to the circumstances. In such case, the parties shall not be obligated to pay damages. A party invoking the aforementioned circumstances for release of its obligation to perform the Agreement shall be obligated, however, to immediately notify the other party thereof and no later than 14 days after the party became aware of the circumstance.

14. Governing law and disputes

This agreement shall be governed by Swedish law. Any disputes arising as a consequence hereof shall be resolved through arbitration proceedings under the Swedish Arbitration Act. The rules of the Swedish Code of Judicial Procedure regarding the consolidation of cases, voting, and the allocation of litigation costs shall apply. The proceedings shall take place in Stockholm. Disputes involving a sum of less than five times the statutory price base amount may, however, be submitted to a court of general jurisdiction. AVARN shall also have the right to bring an action before a court of general jurisdiction for non-payment.