GENERAL TERMS AND CONDITIONS

CLAUSE 1 – Object

1. The Supplier is aware of these General Terms and Conditions and specifically acknowledges and accepts being bound by them.
2. All purchase orders issued by SECURITAS are subject to these General Terms and Conditions, which prevail over any other agreements made in writing or orally and over any general terms of sale or other contractual documents of the Supplier (including the proposal).
3. In the event of any contradiction between these General Terms and Conditions and the Purchase Order, the provisions of the General Terms and Conditions shall prevail.
4. Any alteration, variation or condition to these General Terms and Conditions will only be considered valid and effective if it is included in a supplementary document.
5. In this context, the Parties agree to the supply of the goods and/or services described in the Purchase Order.
6. These General Terms and Conditions do not result in:
   a. Any obligation on the part of Securitas to contract the Supplier for the provision of any specific goods or services, with the exception of those identified in the Purchase Order whereof these General Terms and Conditions form part;
   b. Any obligation of exclusivity in the relations between the Parties, with Securitas being able to contract and/or the Supplier providing its goods or services to other entities, without prejudice to the provisions of clause 2, no. 3 below; and
   c. The striking up between the Parties of any relationship that could be classified as an employment contract, mandate, agency, commission, representation or other similar arrangement.
7. Unless the Parties specifically agree otherwise in writing, the provisions of these General Terms and Conditions shall apply to all supplies from the Supplier to Securitas.

CLAUSE 2 - Supply of Goods and/or Services

1. The Supplier will provide Goods and/or Services at the facilities indicated by Securitas, including, in particular, at the facilities of Securitas Clients, as indicated by Securitas ("Securitas Clients"), located anywhere in Portugal, unless otherwise indicated by Securitas.
2. The contractual, commercial and operational relationship with Securitas Clients will be exclusively ensured by Securitas, without prejudice to cases in which, under these General Terms and Conditions, the Supplier's qualified staff need to interact with Securitas Clients, always following Securitas' instructions.
3. During the term of these General Terms and Conditions, and exclusively with respect to the Goods and/or Services covered by these General Terms and Conditions, the Supplier undertakes- not to enter into supply contracts with Securitas Clients that directly compete with the supplies provided to Securitas under these General Conditions, unless prior written authorisation is obtained from Securitas. This obligation does not preclude the fulfilment of any previous commitments nor does it cover actions that are not likely to affect Securitas' activity in materially relevant terms.
4. The supply of Goods and/or Services will be carried out in accordance with the prior written request from Securitas, under its coordination and supervision and in compliance with its instructions, which the Supplier undertakes to observe.
5. Securitas may audit the provision of Goods and/or Services by the Supplier, either through its internal services or through audit teams appointed by entities responsible for certifying Securitas in various frameworks, in order to ensure compliance with contractual obligations by the Supplier.
6. The exercise of Securitas' right to supervise or audit in no way diminishes the Supplier's responsibility in the provision of services, and the Supplier retains technical autonomy in the execution of the work.
7. Following the execution of each intervention at the Client's premises, through the delivery of Goods and/or the provision of Services, the Supplier will draft a report recording the results of the actions taken, which it will send to Securitas forthwith for acceptance. Acceptance does not preclude liability for hidden defects or subsequent nonconformities. In the event of non-conformity, the Supplier will correct or replace, at its own expense and on a priority basis, the affected Goods and Services, within a period appropriate to the nature of the non-conformity but never exceeding 5 (five) days.

CLAUSE 3 - Consideration

1. The consideration due for the supply of the contracted Goods and/or Services is that stated in the Purchase Order.
2. Unless otherwise agreed between the Parties, payment of any consideration owed by Securitas to the Supplier for the supply of Goods or Services shall be made within 90 (ninety) days as from the date of issue of the respective invoice. The latter may only be issued after formal acceptance of the Goods and/or Services by Securitas.

CLAUSE 4 - Term

1. These General Terms and Conditions are entered into for the term of 1 (one) year as from the date of their signature. They shall be automatically renewed for equal and successive periods, unless terminated by either Party, giving minimum notice of 60 (sixty) days prior to the end of the current contractual period.
2. Without prejudice to the provisions of the preceding number, Securitas may terminate these Terms and Conditions at any time and without needing to provide just cause, provided that it notifies the Supplier at least 30 (thirty) days in advance of the intended termination date.
3. Termination under the terms of the preceding paragraphs shall not entitle either Party to claim from the other any compensation or indemnity arising from said termination.
4. Unless otherwise agreed between the Parties, the termination of these Terms and Conditions, regardless of the cause, will not affect:
   a. The fulfilment of the obligations undertaken (including the supply of the agreed Goods and/or Services) and the exercise of the respective rights shall remain fully valid and effective between the Parties, under the exact terms whereunder they have been established; and
   b. The right of either Party to receive payments or compensation that have become due or payable up to the date of termination.

CLAUSE 5 - Obligations of the Supplier

1. The Supplier has the following obligations:
   a. To provide the Goods and/or Services (specifically, and where applicable, supplying and installing the contracted materials, equipment and systems and also, where applicable, technical assistance services) contracted under the terms and in accordance with the specifications accepted by Securitas, as well as in a careful, prudent and diligent manner, following the highest standards and service levels practised on the Portuguese market;
   b. In the context of supplying goods and/or services, to observe the applicable legal and regulatory standards, including, but not limited to, labour, tax, social security, personal data processing, waste management and environmental responsibility regulations, and occupational health and safety regulations, anti-corruption, competition, sanctions and *export controls*;

c. To comply with the agreed schedule and deadlines for the supply of Goods and/or Services, keeping Securitas duly informed of the respective progress;
d. Whenever necessary or requested by Securitas, to provide the Securitas Client and/or Securitas staff with appropriate technical training regarding the equipment and/or techniques used in the context of the supply of Goods and/or Services;
e. To promptly inform Securitas about any relevant occurrences or situations that represent or may represent damage or the threat of damage to Securitas Clients benefiting from the provision of the Services, or which harm or may harm the fulfilment of these Conditions;
f. To notify Securitas in writing about any losses, damages, actions, proceedings, requests and/or decisions it is aware of and which may affect it, including in particular (i) those arising from or caused, directly or indirectly, by the supply of Goods and/or Services, (ii) in the event of property or personal damage, including death, and also (iii) any facts, decisions, claims, proceedings or actions that may affect, directly or indirectly, the supply of Goods and/or Services and/or the validity and content, in whole or in part, of the insurance policies provided for in Clause 14.
g. To comply with - and ensure that its employees, collaborators, or other staff used in the supply of Goods and/or Services comply with - the Securitas Code of Values and Ethics, as well as all policies and guidelines adopted by Securitas on matters relevant to the supply of Goods and/or Services covered by these General Terms and Conditions that are communicated to it by Securitas;
h. In those cases involving the supply and/or installation of electronic equipment, to test the installed systems and ensure their correct operation, issuing the respective technical certificate, which will include proof that they comply with national and community standards, manufacturers' technical specifications, and applicable best practices in private security;
i. For technical assistance cases, to test the installed systems and ensure their correct operation, issuing the corresponding technical certificate, which will include proof that they are operational and comply with national and community standards, manufacturers' technical specifications and applicable best practices in private security;
j. For cases involving the supply and/or installation of electronic equipment, the following must be provided to Securitas in a timely manner: equipment maintenance plans, technical documentation and operating manuals (drafted in Portuguese) that are relevant, including all legal information related with the use of any electronic equipment installed and systems required for the timely and proper fulfilment of applicable legal obligations, as well as communicating the rules for proper use of the installed security system and any passwords necessary for its operation.
k. When service levels are agreed upon, failure to meet them entitles Securitas to contractual penalties, without prejudice to the right to restore compliance, reduce the price and claim compensation for proven additional damages. In the event of serious or repeated non-compliance with service levels, Securitas may terminate these General Terms and Conditions, in accordance with Clause 15.

CLAUSE 6 - Supplier Undertaking

1. The Supplier declares and warrants that it is not referenced by, does not belong to (directly or indirectly), nor is it controlled by any agent listed on any sanctions list. For the purposes of this clause, "ownership" and "control" have the meanings assigned to them by the respective Sanctions or in any official document relating to the application of said Sanctions.
2. The Supplier declares and warrants that it is not involved, directly or indirectly, and without obtaining prior authorisation from the competent authority for this purpose (where applicable), in activities prohibited by any Sanctions.
3. For the purposes of applying this Clause, the term “Sanctions” means economic and financial sanctions, trade embargoes, or any other equivalent restrictive measures imposed, administered and applied on a case-by-case basis by the European Union, the governments of the Member States of the European Union, the United Nations Security Council, or an equivalent regulatory body of any country relevant to these Conditions.
4. For the purposes of applying this Clause, the term "Sanctions List" means any specific list of citizens, persons or entities subject to sanctions (or any equivalent document), including any amendments, additions or replacements thereof.
5. The Supplier undertakes to permanently comply with the core principles of Securitas applicable to operating in online environments and social media. In this context, the Supplier undertakes to ensure that all its employees, subcontractors, or any third parties acting on its behalf in the context of the execution of these General Terms and Conditions: (i) fully respect copyright, trademarks, image rights and any third-party rights in the digital space, refraining from using protected content without authorisation; (ii) protect all confidential, sensitive or personal information relating to Securitas, its clients, employees and partners, complying with Securitas' internal policies on Privacy and Data Protection, ensuring that no content or reference to such information is disclosed online; (iii) ensure total transparency in their actions on social media, refraining from manipulating information, creating fake profiles, spreading misleading content, or adopting any behaviour likely to mislead third parties; (iv) expressly declare their status as suppliers whenever they make publications related to Securitas, as authorised in writing by Securitas, or in which they mention the company within the scope of the performance of these General Terms and Conditions; and (v) adopt responsible conduct in the use of social media, ensuring that any published content is appropriate, does not harm the image, reputation or interests of Securitas and respects applicable legislation.

CLAUSE 7 - Warranty

1. Without prejudice to applicable legal guarantees, the Supplier provides a contractual warranty for a period of 24 (twenty-four) months on the Goods and Services supplied.
2. During the warranty period, the Supplier:
   2.1 ensures that the Goods and Services remain in accordance with specifications and free from defects in terms of material, workmanship or execution;
   2.2 will carry out, free of charge, all interventions necessary to restore compliance, including travel, labour, parts and transport; and
   2.3 whenever digital elements are incorporated into the Goods or Services, ensure the necessary updates for vulnerability correction, security, and performance.

CLAUSE 8 - Securitas' Obligations

Securitas has the following obligations:

1. To inform the Supplier about all relevant information that it is aware of, or that is requested by the Supplier, which is reasonably necessary for the supply of the Goods and/or Services;

2. To ensure that the Supplier's human and material resources have access to the facilities indicated by Securitas for the proper supply of Goods and/or Services; and
3. To provide all cooperation that proves reasonably necessary for the supply of Goods and/or Services..

CLAUSE 9 - Resources for Providing Services

1. The Supplier will employ sufficient material resources and qualified staff, necessary and appropriate for the proper supply of the Goods and/or Services, guaranteeing their availability for such supply, under the terms and deadlines agreed upon.
2. In the case of providing installation and technical assistance services for electronic equipment, the Supplier will be responsible for providing all materials, devices, instruments, tools, utensils, equipment, components, accessories, and everything else necessary for the supply of the Goods and/or Services, in accordance with the terms agreed in writing between the Supplier and Securitas, with such supply being considered adequately covered in the consideration agreed by Securitas with the Supplier for the supply of the Goods and/or Services.
3. In the case of equipment supply, the Supplier undertakes to submit to Securitas for prior approval all equipment, components, materials and/or processes to be used in the supply of Goods and/or Services, which must comply with the quality, dimensions, shape, specifications and other characteristics that have been agreed with Securitas, or, in the absence of such indication, comply with the legal and/or regulatory standards in force.
4. The equipment, components, and materials necessary for the provision of the Services must be used and/or applied by the Supplier in absolute compliance with the legal and/or regulatory standards in force, or, if these do not exist, in accordance with the processes agreed with Securitas.
5. If any nonconformity is found in the quality and other characteristics of the equipment, components and/or materials used or to be used by the Supplier in the context of the supply of Goods and/or Services, Securitas may determine that such equipment, components and/or materials should not be used, with the Supplier being responsible for all expenses arising from their replacement as well as for correcting the supply of Goods and/or Services affected by the use of such equipment, components and/or materials.
6. The Supplier must properly package and protect all equipment, components, materials, instruments, tools, and utensils located at Securitas Clients' premises or other locations indicated by Securitas for the correct supply of Goods and/or Services. The Supplier is responsible for the loss or theft of any equipment or part that is not properly packaged or stored.

CLAUSE 10 - Acts of Third Parties and Simultaneous Provision of Other Services

1. Whenever the Supplier experiences delays in the supply of Goods and/or Services due to any event attributable to a third party, it must, within 2 (two) days as from the date on which it becomes aware thereof, inform Securitas in writing so that it can take the necessary measures to, if possible, minimise said delays.
2. Securitas may perform, directly or through third parties, simultaneously with the supply of Goods and/or Services, any work or services not included in the Purchase Order, even if they are of an identical nature to the Goods and/or Services supplied. When the Supplier considers that the normal supply of Goods and/or Services is being impaired or delayed due to the simultaneous performance of said works or services, it must submit its complaint in writing to Securitas forthwith and no later than 2 (two) days as from the date of the Securitas works or services in question.
3. In those cases foreseen in the preceding numbers, Securitas may authorise, in writing, that any delays caused in the supply of Goods and/or Services be compensated by extending the respective deadline for an additional period for their performance, pertaining to the delay demonstrably caused in the normal supply of Goods and/or Services.

CLAUSE 11 - Prevention and Safety

1. Without prejudice to compliance with applicable legal and regulatory provisions and the provisions of the following numbers, the Supplier undertakes to comply with and ensure that all employees, collaborators or other staff used in the supply of Goods and/or Services comply with any security procedures communicated to it by Securitas.
2. The Supplier must keep the mandatory documentation for the company and each worker involved in the services to be provided up-to-date, and it authorises its sharing with Securitas Clients whenever required by law or necessary to demonstrate compliance with the law by Securitas or Securitas Clients. The Supplier is obliged to inform the Supplier about its technical staff, identifying all workers who will be used in the supply of Goods and/or Services and providing their identification data and Fitness Certificates whenever requested, and also to communicate any changes to this technical staff.
3. Without prejudice to the provisions of Clause 12 regarding liability, the Supplier shall take appropriate measures to ensure that the supply of Goods and/or Services occurs safely. It shall also take precautions and carry out work to ensure the necessary protection and security to prevent any damage, in particular, at the Securitas Client's premises or at other premises indicated by Securitas.
4. If Securitas considers the health and safety measures adopted by the Supplier to be insufficient, it may require the Supplier to adopt additional measures, as well as suspend the supply of Goods and/or Services until such measures are adopted. The Supplier shall be liable for any losses and/or delays resulting from said suspension, as well as for any sanctions applied by competent authorities due to non-compliance with any applicable legal or regulatory provisions in this regard.

CLAUSE 12 - Supplier Liability

1. The Supplier shall be fully and exclusively liable for the regular and punctual supply of the Goods and/or Services, as well as for the results thereof, which must be performed under the agreed conditions and in compliance with applicable national and/or EU standards. The Supplier shall be liable for any flaws or defects in the equipment, components, and/or materials installed as part of the supply of the Goods and/or Services. In particular, the Supplier shall be fully liable for any and all damages resulting to Securitas Clients, and/or to any third party and/or to Securitas from the deficient or incorrect supply of the Goods and/or Services, as well as from any defects or flaws therein.
2. If the supply of Goods and/or Services fails to occur, in whole or in part, in an appropriate manner and in accordance with the provisions of the Purchase Order and/or these General Conditions, Securitas will specify any shortcomings and notify the Supplier to proceed with the correct supply of the Goods and/or Services in question, setting a deadline for this purpose. Once this period has elapsed without the Supplier correctly supplying the Goods and/or Services in question, Securitas is hereby authorised to have a third party provide the correct supply of the missing Goods and/or Services, at the Supplier's expense.
3. The Supplier shall be exclusively and entirely liable and shall provide Securitas with compensation for any losses, damages and expenses (including reasonable Lawyers' fees

and expenses) and holding harmless Securitas, its directors, employees, collaborators, agents or representatives from any liability in any actions, claims, administrative offence proceedings and decisions against them, arising from or caused, directly or indirectly, by the correct supply of the Goods and/or Services, based on personal injury, including death, property damage and/or non-compliance with any applicable legal provisions, provided that said compensation obligation does not arise from circumstances resulting from wilful misconduct or gross negligence attributable to Securitas, its directors, employees, collaborators, agents or representatives, as proven by a final and unappealable court decision.

4. To the maximum extent permitted by law, the Supplier shall be wholly and exclusively liable for any indirect or consequential damages, including in particular, lost profits, purely financial losses, loss of revenue, business or income, suffered by Securitas or its clients as a result of the Supplier's conduct or omissions during the course of supplying the Goods and/or Services covered by these General Terms and Conditions.
5. The Supplier shall provide compensation to Securitas and hold it harmless as regards any liability for any Losses that Securitas or its clients may incur or that may be claimed against Securitas by any third party, as a result of or in connection with the supply of Goods and/or Services under these General Conditions, unless said Losses arise from wilful misconduct, negligent action or omission on the part of Securitas, its employees, agents or subcontractors.
6. Without prejudice to the provisions of the preceding paragraph, and considering the specific nature of the activity of installing surveillance and security technology, should any theft, misplacement, or any financial loss occur that is exclusively attributable to the Supplier - including, namely, delays in execution, faulty installation, or the use of equipment that does not comply with the contractually defined specifications or technical requirements - full and exclusive liability shall be attributed to the Supplier. In the event of a claim covered by valid insurance, and without prejudice to filing an insurance claim, the Supplier shall provide urgent mitigation measures and a reasonable advance of necessary costs, with the right to reimbursement in accordance with the coverage.

CLAUSE 13 – Labour Liability

1. All workers, collaborators, or other staff that the Supplier may use in the provision of Goods and/or Services are exclusively directed and supervised by the Supplier, reporting to their hierarchical superiors, and they are not dependent on or subject to any form of subordination to Securitas. They cannot, in any way, be considered workers or collaborators of Securitas.
2. The Supplier shall be fully and exclusively responsible for fulfilling all obligations relating to its own employees and other staff it may use in the supply of Goods and/or Services, pursuant to applicable legal and regulatory provisions regarding labour and social security (including, but not limited to, work-related accidents, health, safety and hygiene at work, and the legalisation of foreign workers), as well as for any ensuing expenses, namely insurance, fines or other amounts payable or demandable by any entities, expressly exempting Securitas from any liability arising in this regard.
3. Within 5 (five) days of the Purchase Order, the Supplier must provide Securitas with documentation proving compliance with applicable legal and regulatory provisions regarding labour and social security matters. Securitas may request these documents at any time, specifically a declaration proving up-to-date contributions to the Portuguese Social Security system and a declaration proving an up-to-date tax status, issued by the tax office of the taxpayer's domicile or registered office in Portugal.
4. The Supplier must ensure the immediate replacement of any worker or employee used in the supply of Goods and/or Services, whenever requested in writing by Securitas, with due justification, and Securitas may, from that juncture onwards, prevent the workers and/or employees in question from accessing the premises of Securitas Clients.

CLAUSE 14 – Insurance Policies

1. The Supplier must contract and maintain in force, throughout the entire term of these Terms and Conditions, the legally mandatory insurance policies for the exercise of its activity within the scope of the supply of Goods and/or Services, namely it must contract and maintain valid the following insurance policies: Workers' Compensation Insurance, covering all staff involved in the supply of the Goods and/or Services subject to these General Terms and Conditions, and Civil Liability Insurance. Within 5 (five) days of the Purchase Order, and at the start of each contractual year, during the term of these General Terms and Conditions, the Supplier must submit to Securitas a declaration issued by an insurance company authorised to carry out its activity in Portugal attesting to the existence, in accordance with the preceding paragraphs, of each of the insurance policies and it undertakes to notify Securitas at least 30 (thirty) days in advance about any change that may affect the coverage and warranties of the respective policies.
2. Without prejudice to the preceding paragraph, Securitas may require a copy of the policies relating to the insurance policies indicated in number 13.1, in order to verify their compliance with the provisions of said paragraph.
3. The failure to provide evidence of having taken out the insurance policies mentioned in the previous number, and the consequent impossibility of carrying out the work, will be attributable to the Supplier, who will be liable for all the ensuing consequences.

CLAUSE 15 – Force Majeure

1. The following circumstances shall be regarded as justifiable grounds for any delay in or breach of these General Terms and Conditions: any circumstance beyond the reasonable control of either party, including but not limited to fire, war, mobilisation or military intervention on a similar scale, requisition, seizure, monetary restrictions, insurrection or civil unrest, aircraft hijacking or an act of terrorism, epidemic, pandemic, lack of transport, widespread shortage of materials or human resources, strikes or other industrial conflicts, and defects or delays in deliveries by subcontractors caused by any of the circumstances referred to in this Clause.
2. The party invoking force majeure must notify the other party as soon as possible, describing the event, its impact, and its estimated duration, and it must take reasonable mitigation measures. The occurrence of force majeure extends the deadlines for the execution of projects affected by the period demonstrably corresponding to the impediment.
3. Securitas may, if the suspension of the supply of Goods and/or Services exceeds 15 (fifteen) days, terminate the provision thereof; it shall also be entitled to be reimbursed for any amounts paid in advance by way of consideration (in proportion to the remaining contractual period, in the case of continuous Services).

CLAUSE 16 - Breach

1. If a Party is responsible for a breach of any of the provisions of these General Terms and Conditions, and said breach is serious or repeated and the defaulting Party fails to remedy it, where possible, within 15 (fifteen) days of notification sent for that purpose by the other Party, the non-defaulting Party

has the right to terminate these General Terms and Conditions, with immediate effect, by means of written notice addressed to the other Party.

2. For the purposes of granting the right to terminate these General Terms and Conditions, a serious breach is considered to be one that, due to its seriousness or repetition, it makes the continuation of the contractual relationship untenable for the non-defaulting Party.
3. Securitas may also terminate these General Terms and Conditions for just cause by giving ten (10) days' prior written notice. "Just cause" for the purposes of this paragraph shall include, in particular: (i) cancellation or material change of any of the insurance coverages that is relevant for the purposes of these General Terms and Conditions, (ii) change in applicable legislation or regulations that has a material effect, or causes a material change to the obligations of the Parties under these General Terms and Conditions, (iii) if the Supplier becomes insolvent, if an insolvency application or other similar action is filed by or against the company.
4. If the correct supply of the Goods and/or Services stipulated in these General Terms and Conditions is, or becomes, illegal, or contrary to any legal instrument, regulation, instruction or order regarding Sanctions, or if the Supplier or its direct or indirect owners are added to a Sanctions List, Securitas may, at its sole discretion, suspend its obligations under these General Terms and Conditions and/or terminate these General Terms and Conditions; and
5. Securitas shall not be liable vis-à-vis the Supplier for any losses, damages or delays (including indirect damages) suffered as a result of Securitas' decision to terminate or suspend its obligations under these General Terms and Conditions as set out in paragraphs 15.3 and 15.4 above.
6. The exercise of the right of termination provided for in this Clause does not preclude, nor is it equivalent to a waiver of, the exercise of other rights arising from the law or these General Terms and Conditions, in particular the right to compensation for losses and damages.

CLAUSE 17 - Communications

1. Any communications to be made under these Terms and Conditions must be in writing and sent to the other Party by recorded delivery.
2. Communications will be deemed to have been made 3 (three) days after they were sent by recorded delivery.
3. Any changes to the contact details listed in the previous number must be communicated to the other Party in accordance with this Clause.
4. Any communications relating to the day-to-day management of these General Terms and Conditions and the supply of Goods and/or Services thereunder may be made by e-mail, provided there is evidence of receipt of said communications by the recipient Party (in particular, by means of electronic delivery receipt or written reply to the communication in question).

CLAUSE 18 - Non-disclosure, Trade Secrets and Non-Competition

1. Confidential Information The Supplier undertakes to keep confidential and not to disclose, use, or take advantage of, directly or indirectly, or make public, in any way and for any purpose, any knowledge or information relating to these General Terms and Conditions, to Securitas or its economic group, its activity, systems, products, way of conducting its business, clients, employees and/or collaborators that are revealed to the Supplier or its employees and other staff and/or which, in any way, it/they become(s) aware of within the scope of these General Terms and Conditions, with this non-disclosure obligation remaining in force even after the termination of these General Terms and Conditions, regardless of the cause.
2. In particular, the Supplier undertakes to:
   a. Restrict the disclosure of Confidential Information solely to its employees for whom such Information is essential for the fulfilment of these Terms and Conditions, being responsible for ensuring that said employees observe the duty of secrecy and confidentiality to which they are bound, without, however, this exonerating it from its own liability vis-à-vis Securitas;
   b. Inform all its employees and third parties it contacts for the performance of these General Terms and Conditions about the confidential nature of the Information and adopt the necessary measures to ensure that they keep such Information confidential;
   c. Use the Confidential Information solely for the purpose of fulfilling the obligations defined in these General Terms and Conditions.
   d. With regard to the documents, files and data contained therein to which the Supplier has access, regardless of their format, the Supplier is specifically forbidden from copying them, in whole or in part, altering their content, or using them for any purposes other than those necessary for the performance of these Terms and Conditions.
   e. All files made available by Securitas to the Supplier, within the scope of these General Terms and Conditions, are the exclusive property of Securitas and must be returned to it as soon as they are no longer needed or within the timeframes defined herein, and the Supplier may not, under any circumstances, keep or retain copies thereof.
   f. The Supplier undertakes to bind, in writing, its employees and contracted professionals to comply with the rules of security, confidentiality and professional secrecy provided for in the Personal Data Protection Law and the Private Security Law, even beyond the termination of the respective contractual relationship.
   g. Each Party is responsible for ensuring compliance with its respective obligations and for taking appropriate measures regarding the protection of personal data, particularly concerning its security, confidentiality, and secrecy, in accordance with the Personal Data Protection Law.
   h. The provisions of this Clause shall remain in force beyond the termination of these General Terms and Conditions.
3. Information should be considered confidential if it was designated as confidential by the disclosing party at the time of disclosure, or if, taking into account all the circumstances surrounding the disclosure, it should reasonably be understood as confidential by the receiving party. It is hereby clarified that Securitas' service plans (the "Security Manual" and/or similar documentation), the identification of Securitas' Clients, as well as the object of the supply of Goods and/or Services, will always be considered confidential information for the purposes of this clause and is protected by intellectual property rights.
4. Data Protection.

   a) The Parties acknowledge that the performance of these Terms and Conditions will involve the processing of Personal Data of their respective counterparty, as well as the importance of adequately protecting the Personal Data processed within the scope thereof, and they undertake to fully comply with the principles and rules enshrined in relation to the protection of Personal Data, in particular those provided for in the General Data Protection Regulation - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR"), and in Law No. 58/2019 of 8 August which approved the New Personal Data Protection Law, as well as in other laws in force in Portugal that protect the privacy and personal data of individuals, in all Personal Data processing activities that are carried out.

b) The Parties are independently responsible for the processing of personal data conveyed for the purposes of implementing these General Terms and Conditions, carrying out the respective data processing at their own risk and discretion.

c) The Parties process personal data for specific, explicit and legitimate purposes, namely for the purposes of managing the contractual relationship, and they may process identification data of representatives, members of governing bodies, employees and persons who have been designated as a point of contact between the Parties or who carry out the supply of Goods and/or Services (data subjects), with the Parties undertaking to comply with the duty to inform the respective data subjects under the GDPR and, if applicable, to obtain their consent for the transmission of data to the counterparty resulting from the performance of these General Terms and Conditions and their respective processing thereby. All information regarding the data processing carried out by Securitas can be found in its Privacy Statement available at https://www.securitas.pt/stand-alone/declaracao-de-privacidade/.

d) The processing of personal data is based on the contractual relationship, as well as compliance with legal obligations governing the exercise of the Parties' activity; said data shall be kept for a period of ten years after the termination of these General Terms and Conditions, and they may be kept for a longer period to prove compliance with legal, contractual or other obligations, and until the limitation period for the respective rights has expired.

e) Data subjects may exercise their rights of access, rectification, cancellation/erasure, objection, limitation and portability with the respective counterparty, at the following e-mail address: dpo@securitas.pt. Similarly, if they believe that their rights have not been properly protected, data subjects may file a complaint with the National Data Protection Commission (www.cnpd.pt).

e) When the provision of Goods and/or Services implies that the Supplier processes data on behalf of and for Securitas, the Parties undertake to enter into a data processing agreement pursuant to article 28 of the GDPR.

CLAUSE 19 - Intellectual Property Rights

1. Supplier Recognition. The Supplier acknowledges and agrees that no ownership rights of Securitas will be transferred or acquired under these General Terms and Conditions.
2. Back-office systems. The Securitas Group and/or its licensors are the exclusive owners of all back-office production systems used for the supply of Goods and/or Services, including monitoring systems, security deployment and reporting, including all technical infrastructure, systems, software, tools, hardware and equipment, documentation, information, data and other materials contained and generated therein. The Supplier is not granted any right of access to or use of such production systems beyond that which is necessary for the performance of these General Terms and Conditions.
3. Exclusive ownership of the equipment. The Securitas Group and/or its licensors are the exclusive owners of all hardware and other equipment, tools and software, and related documentation to be installed at their Clients' Sites for the purpose of receiving Goods and/or Services during the term of the service agreements to be performed with their Securitas Clients.
4. Trademarks. The Securitas Group is the exclusive owner of all trademarks, product names and other brands used for or in connection with the Services. The Supplier is not granted any right to use such trademarks, product names and other brands.
5. The Supplier guarantees that the Goods and/or Services do not infringe the rights of third parties and it undertakes to defend and indemnify Securitas and Securitas Clients against any claims for infringement of intellectual property, including costs and damages, and to, at its own expense, obtain licenses, replace or modify the Goods and/or Services in order to eliminate the infringement, whilst preserving functionality.

CLAUSE 20 – Miscellaneous Provisions

1. Waiver of Rights. A waiver by either Party of any right arising from or related with these General Terms and Conditions shall only be effective if it is in writing and signed by the waiving Party.
2. Non-exercising of Rights The fact that one of the Parties does not exercise any right or power to which it is entitled, arising from the law or these General Conditions, or the fact that one of the Parties does not demand from the other Party, on one or more occasions, full compliance with all the clauses, terms and conditions set forth in these General Terms and Conditions, shall not imply nor may it be considered or interpreted as a waiver of the right to demand exact compliance by the other Party with all the clauses and conditions set forth in these General Terms and Conditions, nor may it be interpreted or considered as a waiver of the right to subsequently exercise such power or right arising from the law or these General Terms and Conditions.
3. Invalidity. The invalidity of any of the provisions of these General Terms and Conditions, or the existence of gaps or omissions, shall not affect the validity thereof as regards the unaffected part (unless the interested Party demonstrates that the purpose pursued by the Parties allows it to be assumed that they would not have concluded the business without the invalid part), and the Parties shall diligently agree to replace the invalid provisions and fill in the gaps or omissions, as well as to apply the provisions that are more in line with the real or presumed will of the Parties, in accordance with the purpose and meaning of these General Terms and Conditions, had they foreseen the gap or omission.
4. Amendments and Additions. Any amendment or addition to the present Agreement shall only be valid if it is contained in a document signed by authorised representatives of the Parties.
5. Intuito Personae, Outsourcing and Assignment of Contractual Position. The Purchase Order to which these General Terms and Conditions apply was issued taking into account the Supplier's identity and the special technical and professional characteristics invoked and assumed thereby, which confer upon it a high level of competence and aptitude for the supply of Goods and/or Services. Accordingly, the Supplier may not (i) assign or transfer its contractual position under these General Terms and Conditions, in whole or in part, (ii) assign any ensuing rights or obligations, (iii) outsource to third parties for the supply of Goods and/or Services or (iv) be substituted in any way as regards the fulfilment of its obligations arising from these General Terms and Conditions or the supply of the Goods and/or Services; in any case, except with the prior written consent of Securitas. Securitas may transfer its contractual position to entities within the same economic group, without requiring the prior written consent of the Supplier.
6. Expenses. Unless otherwise stated in these General Terms and Conditions, each Party shall bear the costs it incurs in negotiating, drafting, concluding and performing these General Terms and Conditions.

CLAUSE 21 - Applicable Law and Jurisdiction

1. These general terms and conditions are subject to Portuguese law.

2. Without prejudice to any other venue whose jurisdiction is mandatorily determined by law, the courts of the District of Lisbon shall have territorial jurisdiction to settle any and all disputes or litigation arising directly or indirectly from the performance, interpretation, and integration of these General Terms and Conditions.

