

# GENERAL TERMS AND CONDITIONS OF VIDEO GUARD

English Translation only. Only the German version is the legally binding version between the contracting parties.

Version dated: 1/23

## A. Scope of application

- All services and offers of AddSecure Smart Surveillance GmbH and International Security GmbH (hereinafter collectively and each of the aforementioned companies: "AddSecure"), including the rental, provision and operation of technical security solutions (hereinafter also referred to as: "rental item" or "VIDEO GUARD"), are rendered exclusively subject to these General Terms and Conditions (hereinafter: "GTCs"). These form an integral component of all contracts that AddSecure concludes with its contractual partners (hereinafter: "Lessee") with respect to the services it offers. They shall also apply to future services or offers rendered to the Lessee, even if the GTCs are not separately agreed again.
- Conflicting or deviating terms and conditions shall not apply unless AddSecure has expressly agreed to their validity. These GTCs shall also apply if AddSecure provides the services owed by it without reservation in the knowledge of conflicting or deviating terms and conditions.

## B. Contract content

- The services to be provided by AddSecure, the remuneration to be paid by the Lessee, including the rent, as well as any contractual ancillary obligations of the contracting parties shall be specified in individual contracts, including a schedule of services.
- Pre-contractual communications, in particular offers, descriptions and cost estimates, are non-binding, unless expressly agreed otherwise. Information, details in brochures, data sheets and technical application notes are for information purposes only. Unless otherwise agreed, they shall not become a component of the contract.
- AddSecure may accept orders within 14 days. A contract is only concluded when AddSecure confirms the order in text form or when the service begins. The order confirmation of AddSecure is solely authoritative for the content and scope of the contract.
- Contract amendments and verbal ancillary agreements are only effective if confirmed in writing.
- AddSecure reserves the right to make technical changes and changes in the selection and functionality of the monitoring devices, means of communication and channels provided, insofar as these changes are reasonable for the Lessee.
- AddSecure is authorised to provide partial services that can be used independently by the Lessee.
- AddSecure reserves the right to use appropriately qualified subcontractors.

## C. Rental period

- The rental period begins on the agreed date, but at the latest on the date of transfer for use. If a fixed term or a minimum term has been agreed in the contract, the contract may only be cancelled during the fixed term or the agreed minimum term for good cause.
- The Lessee is obliged to accept the rental item on the agreed day and at the agreed time. If the Lessee does not accept the rental item at the agreed time, AddSecure may withdraw from and/or terminate the contract in accordance with the statutory provisions, rent out the rental item to another party or claim damages.
- The Lessee's right of use ends at the end of the agreed rental period. If the parties have not agreed an end to the rental period, the rental agreement shall end after the agreed rental period or cancellation period has been observed and the rental item has been returned. AddSecure shall observe the statutory cancellation period, which is at least equal to the return period applicable to the Lessee. The right of both parties to terminate the contract for good cause remains unaffected.
- If the Lessee continues to use the rental item after its authorisation to use it has expired ("exceedance of the rental period"), the rental agreement shall not be extended as a result. In this case, however, the Lessee is obliged to pay AddSecure a usage fee in the amount of a single day's rent for each additional day or part thereof. Any discounts according to AddSecure's graduated rental price list do not apply if the rental period is exceeded.

## D. Handover and return of the rental item, transport and transport costs

- The rental item shall be handed over to the Lessee at AddSecure's registered office in Hesel or at the location specified in the order confirmation if this differs from Hesel.
- AddSecure shall hand over the rental item to the Lessee in a roadworthy and technically perfect condition. The Lessee must check the rental item for its roadworthiness, operability and any defects upon handover. Claims by the Lessee due to obvious defects are excluded unless the Lessee notifies AddSecure of the defect upon handover.
- Transport of the rental item is the responsibility of the Lessee. After prior written agreement with AddSecure, AddSecure or a forwarding agent commissioned by AddSecure shall transport the rental item at the expense and risk of the Lessee.
- If AddSecure carries out the return transport, the binding return inspection (acceptance) for any damage shall only take place after the return of the rental item to the company headquarters in Hesel. If third parties (forwarding agents) carry out the return transport, they and/or their vicarious agents shall not be authorised to carry out a return inspection (acceptance) or otherwise make legally binding declarations at AddSecure's expense. The Lessee is also obliged to notify AddSecure of any damage/defects before returning the rental item.
- The Lessee is obliged to return the rental item in a clean condition at the end of the rental period.
- If the Lessee does not return the rental item to AddSecure after the end of the usage authorisation, AddSecure is entitled, but not obliged, to collect it and to enter the place where the rental item is stored or used for this purpose. The Lessee hereby expressly agrees to such retrieval of the rental item.
- If AddSecure transports the rental item to and from the site on behalf of the Lessee, the Lessee shall ensure unhindered access to the loading/installation site and provide an unloading aid (forklift truck or crane).
- If the agreed delivery of the rental item is delayed for reasons for which the Lessee is responsible (creditor default), the risk shall pass to the Lessee for the period of the delay. The corresponding costs associated with waiting time, provision and storage and other necessary travel by AddSecure's vicarious agents shall be borne by the Lessee at AddSecure's customary billing rate.

## E. Rights and obligations during the rental period

- The Lessee is responsible for the operation of the rental item in compliance with the statutory provisions and the health and safety and accident prevention regulations. The Lessee may only use the rental item properly, in accordance with its intended purpose and as is customary, and is obliged to observe the operating instructions and safety instructions supplied when handling the VIDEO GUARD. The VIDEO GUARD may only be transported after consultation with AddSecure and under no circumstances with the mast fully or partially extended.
- The Lessee shall guarantee the on-site conditions for transport to and from the installation site and commissioning of the rental items, in particular the power supply up to the VIDEO GUARD. The Lessee shall bear the risk of the stability of the rental item. In accordance with the operating instructions and the installation instructions, the support feet of the VIDEO GUARD must always be extended on firm ground and the mast retracted depending on the weather, especially in the event of an impending storm.
- The Lessee shall ensure that motion detectors and cameras, once aligned, remain aligned accordingly and that the viewing angle and viewing or surveillance area of the devices are not blocked.
- The use of the rental item abroad and any transfer of use to third parties is not permitted without the express prior written consent of AddSecure. The Lessee hereby assigns to AddSecure its claims against third parties arising from a permissible or unauthorised transfer of use on account of performance. AddSecure accepts this assignment. The Lessee shall reimburse AddSecure for any costs and expenses incurred by AddSecure in pursuing and asserting claims against such third parties.
- The Lessee shall protect and secure the rental item – as far as possible – against unauthorised interference by third parties, in particular theft and damage ("duty of care"). The duty of care applies until the rented item is returned.
- The Lessee shall notify AddSecure immediately of any theft/loss of, or damage to, the rental item ("damage event"). In the event of damage caused by third parties, the Lessee shall immediately report this to the police. In case of a damage event, the Lessee shall take all necessary measures to minimise the damage and preserve evidence. Furthermore, the Lessee is obliged to provide AddSecure with the best possible support at all times in the further processing and clarification of a claim.
- If a third party seizes the rental item, the Lessee shall inform AddSecure immediately and mark the rental item as AddSecure's property.
- AddSecure is authorised to affix advertising to construction fences, vehicles or surveillance technology for its own purposes.

## F. Complaints

- Complaints of any kind relating to the performance of the services or other irregularities must be reported to AddSecure immediately in text form for the purpose of remedying the situation. Rights arising from such complaints cannot be asserted if they are not notified in good time.
- In the event of significant breaches that jeopardise the purpose of the contract, the Lessee may terminate the contractual relationship without notice if it notifies AddSecure immediately in writing and AddSecure fails to remedy the situation within a reasonable period of time – within seven working days at the latest.

## G. Repair and maintenance

- AddSecure shall bear the costs of regular maintenance of the rental item and repairs due to normal wear and tear. AddSecure is solely responsible for carrying out maintenance/repairs.
- The Lessee is obliged to inform AddSecure immediately of any need for repairs that are obvious to the Lessee. Any repair by the Lessee itself or commissioning of third parties by the Lessee shall require the advance written consent of AddSecure. This does not apply if there is imminent danger, i.e. in particular in the case of emergency repairs, to avoid consequential damage to the rental item or the property of third parties, or in the case of environmental damage.

## H. Rent

- The amount of the rent to be paid by the Lessee and other fees shall be agreed in the individual contract. The rent is solely the consideration paid by the Lessee for the possibility to use the rental item. Unless otherwise agreed, AddSecure shall invoice the Lessee separately for all other costs for transport, assembly, fastening, fuel and operating materials, cleaning and insurance of the rental item.
- The prices quoted by AddSecure are exclusive of statutory VAT, even if this is not expressly stated.
- In the event of a change to, or introduction of, statutory taxes, levies, insurance premiums, vehicle operating costs, freight costs, wage costs and ancillary wage costs, in particular due to the conclusion of new wage, framework or other collective agreements that lead to an increase in the costs of the agreed service, AddSecure is entitled to change the fee by the same amount by which the hourly rate for the execution of the order has changed due to the change in wage costs, ancillary wage costs and other aforementioned costs, plus the applicable statutory taxes and levies. The price increase must indicate which cost factors have increased and to what extent, and what significance this cost increase has for the cost calculation. Cost increases for individual cost components can only be passed on to the extent that they are not offset by price reductions for other cost components. The price increase shall enter into force at the beginning of a month if it has been notified to the Lessee by the third working day of the previous month, disclosing the cost calculation and proof of the changed cost factors. If one of the parties demands a price adjustment, the other party has a special right of cancellation with two weeks' notice to the end of the month if the price increase or price reduction exceeds or falls below 10% of the previously agreed price.
- If the Lessee withdraws from the contract (cancellation) without AddSecure having given the Lessee a reason to do so, or if the Lessee declares the withdrawal or cancellation of the contract for reasons for which the Lessee is responsible, the Lessee undertakes to reimburse the costs already incurred and the loss of profit at a flat rate of 20% of the agreed fee. The Lessee reserves the right to prove that costs and profit have not been incurred or have not been lost in this amount. Subsequently, only the proven amount shall be charged.

## I. Payment

- Unless otherwise agreed, the rent and other charges are due for payment immediately after invoicing.
- In the event of default by the Lessee, interest shall be charged in accordance with Section 288 of the German Civil Code (BGB), subject to the assertion of further damages.
- If the Lessee is more than five working days in arrears with a payment in whole or in part, or if cheques or bills of exchange are protested, or if AddSecure becomes aware of circumstances that are likely to reduce the Lessee's creditworthiness, AddSecure is entitled, without prejudice to other rights, to declare all claims due immediately. AddSecure is also entitled to withhold all deliveries and services from contracts that have not yet been fulfilled or have not been fully fulfilled until all outstanding claims have been settled.
- Payments with debt-discharging effect can only be made to the relevant AddSecure company itself.
- AddSecure shall be entitled to demand corresponding instalments for partial services.
- The Lessee is only entitled to set-off if the counterclaim is undisputed or has been legally established.

## J. Liability of the Lessee and insurance

- From the handover until the proper return of the respective rental item, the Lessee is liable for any damage to the rental item for which it is responsible or for the theft/loss of the rental item for which it is responsible as well as damage caused by third parties (hereinafter summarised as: "damage"). Furthermore, the Lessee shall be liable for any consequential damage resulting from such damage, in particular towing costs, expert fees, loss of rent and pro rata administrative costs. The loss of rental income is calculated as one day's rent (daily rent) for each day on which the rental item is not available to AddSecure to rent out to other parties.
- In the event of damage, the Lessee must inform AddSecure immediately in writing of the extent, course of events and parties involved in the damage event.
- The Lessee is liable for all fees, charges, fines, penalties and other costs arising from the violation of public law regulations for which the Lessee is responsible and for which AddSecure is held liable. The Lessee shall indemnify AddSecure upon first request against any claims by third parties for damages or other costs arising from the operation or use of the rental item – in particular due to injury to persons or damage to property – insofar as the Lessee is responsible for these damages or costs.
- The Lessee's liability risk arising from the use of the rental item is not insured by AddSecure. The Lessee must take out liability insurance at its own expense against the risks arising from the use of the rental item. The Lessee's liability for damages remains unaffected by this.
- The risk of destruction by third parties is not insured by AddSecure. The Lessee must take out appropriate insurance.
- As a precaution, the Lessee assigns to AddSecure any claims against its insurance companies. AddSecure accepts the aforementioned assignments.

## K. Liability of AddSecure and liability insurance

- AddSecure does not guarantee that the Lessee will be able to use the rental item provided in accordance with the contract for the purpose intended by the Lessee.
- The Lessee recognises that AddSecure does not offer any higher security for the transmission of VIDEO GUARD signals and messages via the public telephone network or other transmission media than the network security and reliability guaranteed by the corresponding transmission service.
- For breach of contractual and non-contractual obligations, including default, culpa in contrahendo and tort, AddSecure shall be liable – also for its legal representatives, vicarious agents or assistants – in cases of intent and gross negligence without limitation, in cases of slight negligence limited to the typical contractual damage foreseeable at the time of conclusion of the contract, up to the amount of the order value, insofar as permissible in the individual case.
- The Lessee is obliged to notify AddSecure in writing of any personal injury or property damage for which AddSecure is responsible in the Lessee's opinion without delay, at the latest within a limitation period of 72 hours after the occurrence of the damage event, failing which the Lessee shall forfeit any claims for damages. The duration of the period is determined by the general ruling of the data protection supervisory authorities, which require automatic deletion of the recordings within a period of 72 hours, which generally renders proof or exculpation impossible. If the claims asserted within the preclusion period are not recognised by AddSecure in text form within three months of being asserted, any claims for damages must be asserted by the Lessee in court within a limitation period of three months after the occurrence of the damage event, otherwise the claims for damages shall be forfeited.
- In particular, AddSecure shall not be liable for any damage suffered by the Lessee that is attributable to the fact that the monitoring technology provided to the Lessee:
  - has not been put into operation by the Lessee in accordance with the operating instructions and the installation instructions;
  - is not functional or only partially functional due to vandalism or damage to property;

- c) is not fully functional in practice due to force majeure such as natural disasters, failure of the communications network, heavy ground fog, heavy rain or heavy snowfall;
  - d) becomes technically or practically inoperable due to a breach of an obligation assumed by the Lessee, such as a mains power supply or a clear view of the monitoring area;
  - e) is unable to monitor the guarded property completely and motionlessly for at least three seconds within the surveillance area or the perpetrator is not completely within the surveillance area for at least three seconds when the offence is committed; or,
  - f) has been removed from its original location, rotated or switched off unannounced.
6. The limitations in this Section K. shall not apply in the event of fraudulent intent, culpable breach of material contractual obligations, insofar as the fulfilment of the purpose of the contract is jeopardised, and in cases of mandatory liability for damage to life, limb and health.
7. AddSecure has taken out liability insurance in accordance with Section 6 of the German Security Services Ordinance (BewachV), which fulfils the requirements of Section 14 BewachV. Excluded from the insurance cover, however, are in particular damages that are not related to the actual security service.

#### L. Service disruptions

1. AddSecure is entitled to temporarily suspend the services to be provided or to modify them accordingly if the provision of the services is not possible or not possible to the agreed extent due to force majeure, in particular strikes, demonstrations, officially ordered driving and/or entry bans, unrest and other cases of force majeure or due to other circumstances for which AddSecure is not responsible.
2. The Lessee may demand a reduction in the agreed fee for the duration of the disruption in service.

#### M. Control centre and action plan

1. AddSecure maintains its own German control centre, which is staffed by trained personnel 24 hours a day, seven days a week, to monitor the Lessee's protected property within the detection range of the VIDEO GUARD systems and to assess incoming alarms accordingly. When an alarm is received, the alarm plan agreed with the Lessee as part of the individual contract is activated. The resulting obligation is fulfilled when a named contact person has been reached or two attempts to contact them by telephone have failed. The Lessee is obliged to inform AddSecure immediately of any changes to the contact details in the alarm plan; in the event of a breach of this duty to inform, all claims against AddSecure are excluded; in particular, AddSecure is under no obligation to research contact details. AddSecure does not guarantee timely intervention on site. No monitoring activity is owed for property belonging to third parties – even if such property is located within the detection range of the VIDEO GUARD systems.
2. If AddSecure alerts the police, the fire brigade or another third party (in accordance with the alarm plan agreed in the individual contract), this third party shall act exclusively in the name and for the account of the Lessee, irrespective of to whom a corresponding invoice is issued by the issuing authority (police, fire brigade, public order office, etc.) or body. As the party responsible, the Lessee is obliged to reimburse AddSecure for any amount disbursed or to be disbursed within one week of invoicing plus a reasonable processing fee.

#### N. Images and data protection

1. The provisions of the GDPR apply with respect to data protection.
2. Unless otherwise agreed in writing, the recording of images by the rented VIDEO GUARD, their transmission to the AddSecure control centre and their reproduction and storage are carried out exclusively on behalf of and at the risk of the Lessee. The image material is used exclusively for the purpose of the contractual services in accordance with the above section and stored for seven calendar days to the extent permitted by law.

4. AddSecure is authorised to process and store the data received about the Lessee in connection with the business relationship within the meaning of the GDPR and to pass it on to third parties, in particular state executive bodies, to the extent necessary, insofar as this appears expedient in the context of the execution of the contract, and to use it for AddSecure's own business purposes.
5. AddSecure undertakes to take reasonable technical and organisational measures to protect the Lessee's data in accordance with the GDPR and expressly obliges its vicarious agents to keep the data confidential in accordance with the applicable data protection law and the GDPR.
6. The contracting parties shall inform each other without delay, to the extent permitted by law, if third parties or authorities assert claims against them that the recording, transmission, reproduction and storage of the image material violates statutory and/or official regulations and/or the rights of third parties.

#### O. Commercial protection provisions

1. The Lessee is not permitted to cause employees of AddSecure to terminate their employment relationship and to establish a new service or employment relationship as independent or dependent employees of the Lessee or companies affiliated with the Lessee within the meaning of Sections 15 ff. of the German Stock Corporation Act (AktG). This provision shall continue to apply six months after termination of the contract.
2. If the Lessee culpably breaches the provisions of the above paragraph, it shall be obliged to pay AddSecure a contractual penalty to be determined by the company at its reasonable discretion for each case of infringement, the appropriateness of which is to be reviewed by the competent court in the event of a dispute.

#### P. Consumer dispute resolution

The company is not obliged and not willing to participate in a dispute resolution procedure before a consumer arbitration board within the meaning of Section 36 (1) of the Consumer Dispute Resolution Act (VSBG). This does not affect the possibility of dispute resolution by a consumer arbitration board in the context of a specific dispute with the consent of both contracting parties.

#### Q. Written form

1. Amendments or additions to the service contract and these GTCs must be made in writing to be effective, unless a different form has been agreed in these GTCs. The written form requirement shall also apply to any deviating agreement on the written form.
2. There are no ancillary agreements, with the exception of any special service or alarm instructions.

#### R. Applicable law, place of fulfilment and place of jurisdiction

1. Should any of the above provisions be legally invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced or the omission filled by an appropriate provision which, as far as possible, comes as close as possible to what the contracting parties would presumably have wanted in accordance with the meaning and purpose of the contract.
2. The legal relationship between AddSecure and the Lessee shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.
3. If the contract is part of the business operations of a merchant, a legal entity under public law or a special fund under public law, the exclusive place of fulfilment and jurisdiction is the registered office of AddSecure.

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3. When surveillance technology is used by or on behalf of the Lessee, the Lessee is responsible for compliance with the legal framework conditions within its sphere of responsibility. In particular, the Lessee is responsible for ensuring that the recording, transmission, reproduction and storage of the image material complies with the statutory provisions, in particular data protection law and the protection of personal rights. In this respect, the Lessee shall indemnify AddSecure against any liability, also towards third parties, including any legal defence costs.