

## General Contractual Requirements

This document forms an integral part of the Request for Proposals (“RFP”) documentation and is of a contractual nature and shall be included in the future contract to be concluded with the Awarded Supplier.

### Order of Priority:

The contract (or Framework Agreement) which will be concluded between the Supplier and Verisure as a result of this RFP (hereafter the “Contract”), will be governed by its terms and conditions, together with the annexes attached to the RFP document, as well as the following documents in descending order of priority. In the event of any inconsistencies between these documents, the provisions of the higher-priority document shall prevail:

- The Contract or Framework Agreement (higher priority)
- Annexes to the Framework Agreement
- Verisure’s documents of the RFP and its corresponding attachments
- Accepted Purchase Order
- The Proposal of the Awarded Supplier and subsequent clarifications.

### Confidentiality

If the Supplier has a valid NDA applicable to the RFP signed with a VERISURE entity, the terms of the NDA shall govern the RFP, otherwise the following terms shall apply:

As a result of the Parties discussions, evaluations and negotiations in relation to potential (i) innovation regarding products, services and/or processes, (ii) product development and integration, (iii) product manufacturing and/or performance of services or (iv) acquisitions, new business models, partnerships and/or any other topic relating to the parties’ activities (hereinafter the “Purpose”), each Party (a Party disclosing information hereunder is hereinafter referred to as the “Disclosing Party”) will make available to the other Party (a Party receiving information hereunder is hereinafter referred to as the “Recipient”) certain Confidential Information (as defined below) regarding its business (including, for the avoidance of doubt, the business of its group of companies) which is either non-public, confidential or proprietary in nature

Confidential Information means:

- (i) any and all information and material of whatever nature, whether or not marked “confidential” which is disclosed to the Recipient, or any of its, direct or indirect, affiliates, subsidiaries, directors, officers, employees, potential providers of finance or advisors (including consultants and professional advisors) or other representatives of the Recipient (the “Representatives”), by or on behalf of the Disclosing Party in relation to and during the evaluations, discussions or negotiations of the Purpose; Confidential Information notably includes documents, processes, formulae, samples, data, drawings, designs, know-how, software, technology, trade secrets and inventions, prototypes and tools as well as all quality control, marketing, financial or business information
- (ii) any analysis, reports, compilations, studies, summaries and other documents prepared by the Recipient or any of its Representatives which contain or otherwise reflect the information listed in (i) above; and the existence and status of the evaluations and discussions in respect of the Purpose and the existence and contents of this Confidentiality Undertaking and the fact that Confidential Information will be disclosed to the Recipient.

The following shall not be deemed confidential information : (I) information that is in the public domain (II) information lawfully possessed by the Recipient or any of its Representatives’ prior to such disclosure (III) information that the Recipient has received from third parties otherwise than through an unauthorised disclosure by the Recipient or its Representatives, and (IV) information developed independently by the Recipient or its Representatives. For the sake of clarity, individuals or legal entities shall be deemed Representatives only if and to the extent that Confidential Information has been provided to them pursuant to the Purpose.

A Verisure Group entity disclosing Confidential Information to the Recipient shall be considered as Disclosing Party. Verisure Group shall mean Verisure Sàrl, its parent undertaking and the subsidiary undertakings of its parent undertaking and its associated companies.

The Recipient agrees not to disclose, reproduce, transfer, or communicate any Confidential Information to third parties without the prior written consent of the Disclosing Party. The Recipient shall exercise the same degree of care and discretion to prevent the disclosure, publication, or dissemination of such Confidential Information as they would with their own confidential information and shall use the Confidential Information solely for purposes related to the RFP submission and future performance of the Contract.

The Recipient shall restrict disclosure of Confidential Information only to those individuals who need to know it for the proper execution of the RFP submission and future performance of the Contract. Disclosure to any other person shall require the prior written consent of the Disclosing Party.

The Recipient shall ensure that any third party to whom it discloses Confidential Information is subject to confidentiality obligations that are no less protective than those contained herein. The obligations of confidentiality under this clause shall not apply where disclosure is required by law, court order, or administrative authority, provided that the Party owning such Confidential Information is promptly notified of such requirement.

Any breach of this Confidentiality Clause shall entitle Verisure to immediately terminate the Award, RFP submission, or executed Contract, and to claim compensation for all damages arising therefrom.

The obligations set out in this clause shall remain in force even after the Contract is finalised.

### Excellence in Service Management

The Supplier shall ensure that the quality of all activities—including without limitation supplies, services, and/or works—fully complies with the specifications outlined in the RFP and in the Contract that will be concluded. This quality assurance will be subject to periodic audits by VERISURE to verify the degree of implementation and adherence to contractual commitments.

Upon VERISURE's written request, the Supplier shall prepare and submit for approval a Quality Plan that meets, at least, ISO standards within 30 days of receiving VERISURE's request.

If the Supplier fails to submit the Quality Plan in accordance with VERISURE's requirements, or or in the event of unjustified non-compliance, VERISURE shall be entitled to take appropriate action, including but not limited to:

- Applying the penalties set out in the RFP (if any)
- and/or withdrawing the award.

The Supplier shall ensure that all its personnel involved in the performance of the Contract:

- (a) are sufficiently competent, trained and experienced to provide the services
- (b) perform their duties in accordance with Good Industry Practice; and
- (c) do not commit any malpractice, fraud, misrepresentation or misconduct.

The Supplier shall remain fully responsible for the performance of all obligations carried out by its personnel and for any acts or omissions of all its personnel as if they were acts or omissions of the Supplier itself.

### Technical Organizational Measures (TOMs)

Without prejudice to other obligations set forth hereunder or in the Contract, the Supplier shall take appropriate Technical Organizational Measures (TOMs) to make sure that no Verisure data is corrupted or lost, including:

- a) ensuring that its consultants, employees, agents or invitees which contaminates, corrupts, impairs or adversely affects any of the VERISURE Systems or the VERISURE computer data; and
- b) ensuring that no invasive programs, "computer viruses" or "logic bombs" are introduced on to the VERISURE's computers, computer systems, computer software or data.

### Ethics and compliance

The Supplier will, and will procure that all its personnel, comply with the Supplier Standard and Ethical Code communicated to the Supplier or accessible on the Verisure Procurement Portal - <https://verisure.bravosolution.com> (as amended from time to time).

Each Party represents, warrants and undertakes that in relation to this RFP and the Contract:

- it will, and will ensure that its Group Companies, and subcontractors if any, will, engage in only legitimate business and ethical practices and will adhere to and comply with all Applicable Laws and with internationally proclaimed human rights, health and safety requirements, all anti-corruption and anti-tax evasion laws, laws, as well as anti-money laundering (AML) and countering the financing of terrorism (CFT) regulations, including but not limited to the Financial Action Task Force (FATF) Recommendations and any relevant national legislation of any country in which the Agreement is being performed; and
- in connection with any services provided or received under the Contract, it will not, either directly or indirectly, give, offer, agree or promise to give any money or other thing of value to anyone, nor seek or receive any money or other thing of value from anyone, as an inducement or reward for favorable action or the exercise of influence. This applies to any gift, offer, agreement or promise made to or with any official of any national or regional government, any director or manager of anybody corporate or any other person.
- that neither it nor any of its affiliates, directors, or beneficial owners are listed on any sanctions list maintained by the United Nations, European Union, United States (OFAC), or other relevant authority.

In addition, the Supplier will:

- maintain appropriate procedures enabling to verify the identity of its clients, subcontractors, and business partners, in accordance with applicable regulations
- ensure that no funds received under the Contract are used, directly or indirectly, for any unlawful purpose, including corruption, money laundering or the financing of terrorism
- provide promptly upon Verisure's reasonable written request any documents demonstrating its compliance with the above requirements.

### Supplier Liability and Employment Obligations

The Supplier undertakes to perform the contracted services with loyalty, good faith, and due professional care, taking into account any reasonable directions or observations made by VERISURE, and to implement any necessary adjustments for the proper achievement of the Contract's purpose.

The Supplier shall be responsible to VERISURE for any loss, damage, or liability arising from the actions, omissions, or performance of its personnel, subcontractors, or agents in connection with the execution of the Contract.

The Supplier represents and warrants that it is a duly organized, independent business entity with sufficient administrative capacity, infrastructure, and resources to undertake the business activities related to this RFP and future Contract. The Supplier assumes all commercial risks associated with its operations and complies with all applicable administrative, labor, social security, tax, and regulatory requirements necessary for carrying out its economic activity

Under no circumstances shall the Contract be interpreted as establishing any agency, partnership, joint venture, or employment relationship between VERISURE and the Supplier. The Supplier acts solely as an independent contractor and has no authority to legally bind or represent VERISURE in any capacity.

The Supplier shall bear full responsibility for all obligations arising from its employment relationships, including but not limited to (1) compliance with applicable labor, social security, and tax legislation, (2) observance of workplace safety and hygiene standards, and (3) compliance with occupational health and risk prevention requirements. The Supplier shall indemnify and hold VERISURE harmless from any claims, damages, or disputes arising from or related to the Supplier's personnel. VERISURE reserves the right to request and verify documentary evidence of such compliance, including but not limited to certified copies of social security and tax payment documentation.

Where the execution of services involves third-party companies appointed by VERISURE, the Supplier shall cooperate in good faith to ensure effective coordination with such third-party companies. The Supplier's personnel shall remain subject to its own authority and management at all times. Any operational issues or incidents arising during the performance of services shall be reported exclusively through the Supplier's designated representative to VERISURE's designated contact person and not directly to such third-parties.

The Supplier shall be fully liable for any loss or damage to property, personal injury, or death caused by the negligence or willful misconduct of its employees, agents, or subcontractors. This liability expressly include: (1)



indirect or consequential damages, (2) loss of earnings or profits, and (3) losses that could have been avoided through reasonable care, including proper data backup and protection of storage media.

### Intellectual Property Rights

All intellectual property rights, including copyright, database rights, design rights, patents, trade secrets and know-how, in and to any products, software, documentation, specifications, data, materials, developments, configurations, reports, deliverables or other works (in any form) that are: (i) supplied or made available by VERISURE; or (ii) developed, created or generated by or on behalf of the Supplier in connection with or for the purposes of the RFP process and/or the provision of the services ("the Deliverables"), including any modifications, enhancements or derivatives thereof, shall vest in and remain the sole and exclusive property of VERISURE from creation.

To the extent that any such rights do not automatically vest in VERISURE by operation of law, the Supplier hereby irrevocably assigns, and shall procure the assignment of, all such rights to VERISURE on a worldwide basis, for the full term of such rights, free from any encumbrances.

The Supplier waives, and shall procure the waiver of, any moral rights or similar rights in the Deliverables to the maximum extent permitted by law.

The Supplier acknowledges that no rights or licences (whether express or implied) are granted to it in respect of VERISURE intellectual property or the Deliverables, other than a limited, non-exclusive, non-transferable and revocable right to use such materials solely for the purposes of participating in the RFP process and, if awarded, performing the services.

Any pre-existing intellectual property of the Supplier incorporated into the Deliverables shall be clearly identified in advance, and the Supplier hereby grants to VERISURE a perpetual, irrevocable, worldwide, royalty-free, sublicensable licence to use, modify, maintain, support and further develop such pre-existing intellectual property as part of, or in connection with, the Deliverables.

The Supplier shall indemnify, defend and hold harmless VERISURE and its group companies from and against any and all third-party claims, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of or in connection with any actual or alleged infringement or misappropriation of intellectual property or industrial property rights resulting from the use, supply or exploitation of any software, deliverables, materials, tools, processes or services provided by the Supplier in connection with the RFP and/or the performance of the Contract.

The Supplier warrants that it holds and shall maintain, all rights, licenses, permits and authorisations necessary for the use, supply and exploitation of any software, deliverables, materials or services provided in connection with the RFP and/or the performance of the Contract, whether such intellectual property rights are owned by the Supplier or by third parties., The Supplier shall be solely responsible for the payment of any fees, royalties, compensations, or other amounts arising from or in connection with such rights.

The Supplier shall not use any distinctive sign, trade name, logo, software, or material provided by VERISURE for purposes other than the performance of the Contract, unless expressly authorized in writing by VERISURE. This requirement shall survive the expiration or termination of the Contract,

### Warranties

The Supplier warrants that all technology, systems, and software delivered under the Contract shall conform in all material respects to the technical specifications, requirements and acceptance criteria set out in the RFP.

The Supplier further warrants that it owns, or otherwise holds and shall maintain, for the duration of the Contract, all rights, licenses and authorizations necessary to perform the contracted services and to grant the rights contemplated under the RFP and the Contract.

To the extent permitted by applicable law and third-party agreements, the Supplier shall transfer or pass through to

VERISURE the benefit of any warranties received from its own suppliers and/or subcontractors in relation to the technology, systems or software provided under the Contract.

These warranties shall survive acceptance and termination of the Contract.

### Assignment and Subcontracting

The Supplier shall not assign or transfer the Award or the executed Contract, in whole or in part, without the prior express written authorization of VERISURE.

Subject to VERISURE's prior written consent, the Supplier may subcontract certain of its obligations under the Contract to third parties expressly approved by VERISURE ("Authorized Subcontractors"). such subcontracting shall not constitute an assignment of the Contract or a release of the Supplier from any of its obligations. The Supplier shall remain fully and directly liable to VERISURE for the performance of all contractual obligations and for any acts, omissions, breaches, or defaults of its Authorized Subcontractors.

VERISURE reserves the right to withdraw its consent and require the replacement of an Authorized Subcontractor if such Authorized Subcontractor does not meet VERISURE's reasonable standards or breaches any applicable contractual, legal, or regulatory obligations.

Once the project has been awarded or the execution of the services has started, the Supplier shall not replace or appoint new subcontractors without VERISURE's prior written approval.

Under no circumstances shall the Supplier assign, transfer, pledge, or otherwise dispose of any rights, receivables, credits or claims arising from or related to the Contract, whether in whole or in part, without VERISURE's prior written consent, which must be granted separately for each specific operation.

### Insurance

The Supplier shall, for the entire duration of the Contract, maintain full and adequate insurance coverage with a reputable insurer at its own expense. Such insurance shall include a professional and public liability insurance each with a minimum coverage amount of €1 million for any damages caused by the Supplier, its personnel, subcontractors, or suppliers in connection with the performance of the Contract.

The Supplier shall also obtain and maintain, at its own expense, comprehensive employer's liability insurance protecting against risks of death, illness, and injury arising during travel or while performing services for VERISURE.

VERISURE reserves the right to request copies of the relevant insurance certificates.

### Personal data protection.

If, while carrying out the RFP or the Contract or any related future work, either party comes into possession of personal data belonging to the other party, both parties must handle such data strictly in line with the requirements of the General Data Protection Regulation (GDPR) and any other relevant data protection laws and regulations currently in force.

The party receiving personal data (the "Processor") shall be responsible for processing such data strictly on behalf of the party providing the data (the "Controller"). The Controller remains responsible for ensuring the lawful basis for collecting and storing the data. The Processor must comply with the following obligations in line with the General Data Protection Regulation (GDPR):

- The Processor shall only process personal data as instructed by the Controller and solely for the purposes specified in the RFP or the Contract.
- The Processor must not use the personal data for any other purpose, nor disclose it to any third party,

including for storage or backup, unless authorised in writing by the Controller or required by law.

- The Processor and all personnel handling personal data must maintain strict confidentiality and must not disclose any personal data to unauthorised persons.
- The Processor shall implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing, accidental loss, destruction, or damage. Such measures shall take into account the state of technological development, the nature of the data, and the risks involved.
- Upon termination or expiry of the RFP or the Contract, the Processor shall, at the Controller's choice, securely delete or return all personal data, including all copies held on any media (such as databases, temporary files, paper records, backups), unless retention is required by law.

### Governing law and jurisdiction

Except as otherwise indicated in the RFP or agreed by Verisure, the RFP and the future Contract shall be governed by and construed in accordance with the laws of Switzerland with exclusive jurisdiction lying with the courts of Geneva, Switzerland.