

SOLOPROTECT MASTER AGREEMENT (UK)

This SoloProtect Master Agreement (this “**Agreement**”) comprises this page, the attached terms and conditions, and separate, signed Schedule document(s) (as defined in the Agreement). This Agreement is entered into by and between the SoloProtect Group affiliate set forth below (“**SoloProtect**”) and the Customer agreeing to these terms, effective as of the date of the last signature below.

1 DEFINITIONS & INTERPRETATIONS

1.1 **Definitions.** Words and expressions in any Schedule or Order Form shall have the meaning attributed to them in that Schedule or Order Form. If not defined in such Schedule or Order Form, such words and expressions shall have the meaning attributed to them here. In addition:

“**Additional Services Schedule**” means any additional schedule(s) which have been identified on an Order Form as being incorporated into the Agreement, and which sets out additional or specific terms relating to certain features or types of Services.

“**Alarm Receiving Centre**” or “**ARC**” means the alarm receiving centre or emergency dispatch centre that performs alarm monitoring services, and which are provided by SoloProtect or its Partner ARCs to monitor alarms from the SoloProtect Device/Application.

“**Applicable Data Protection Laws**” means any laws and regulations in any relevant jurisdictions relating to privacy or the use of, or processing of, Personal Data under the Agreement, including, where applicable: (i) (in the UK) the UK General Data Protection Regulation, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; (ii) (in the EEA) the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016) and any consequential national data protection legislation, in each case, to the extent in force, and as updated, amended or replaced from time to time; and, (iii) any Local Regulations in any relevant jurisdiction, both state and federal, relating to privacy or the use of, or processing of, Personal Data under the Agreement.

“**Authorised User**” any employee, consultant or contractor of the Customer provided with a SoloProtect Device/Application in order to benefit from and/or use the Services.

“**Commencement Date**” means in respect of any Order Form, the earlier of (a) the date of shipment of the applicable SoloProtect Device or (b) activation of the first SoloProtect Application.

“**Customer**” means the Name of the Organisation as detailed in the table at the head of this document.

“**Data Controller**”, “**Data Processor**”, “**Data Subject**” and “**Personal Data**” shall have the meanings as set out in the Applicable Data Protection Laws.

“**Excess Charges**” means any charges SoloProtect is entitled to levy due to the Customer exceeding any usage limits, such limits as communicated in the Agreement or any Additional Services Schedule.

“**Expiry Date**” means in respect of any Order Form, the date that the Initial Period ends, as set forth in the relevant Order Form.

“**Fees**” means both the monthly fees and one-off fees payable by the Customer for the hire of SoloProtect Devices and provision of the SoloProtect Application and Services, as set out in the relevant Order Form as well as any Excess Charges.

“**Initial Period**” is the committed period for which the Services will be provided, to commence on the Commencement Date and expire on the Expiry Date, as set out in the relevant Order Form.

“**Insights**” means SoloProtect’s customer-engagement platform, SoloProtect Insights.

“**Insights Administration Service**” means the management of the Customer’s account on its behalf, including administration of its SoloProtect Device/Application and Insights.

“**Intellectual Property Rights**” means patents, trademarks, internet domain names, service marks, registered designs, applications for registration of any of the foregoing, copyright, design rights, trade and business names, trade secrets and knowhow and any other similar protected rights in any country subsisting now or in the future.

“**Local Regulations**” means any national, state, federal or local law, regulation or other subordinate legislation governing the offering of the Services and/or the monitoring of personal safety alarms.

“Location Data” means any data processed from a SoloProtect Device, or (in the case of a SoloProtect Application) the Authorised User’s mobile device, indicating its geographical position including data relating to its latitude, longitude or altitude, the direction of travel of the Authorised User or the time the location information was recorded.

“Order Form” means the written document issued by SoloProtect that lists or describes the SoloProtect Devices, SoloProtect Applications, and/or Services to be supplied to the Customer, the Fees for those SoloProtect Devices, SoloProtect Applications, and/or Services, and any special terms agreed between the parties for any Service listed on that Order Form.

“Partner ARC” means a third-party provider of alarm monitoring services which utilises SoloProtect’s proprietary operating model and network.

“Schedule” means any schedule from time to time made subject to the Agreement.

“Services” the lone worker alarm monitoring and escalation service utilising a SoloProtect Device/Application, the communications network connection and operator monitoring, Insights and any other services described in a Schedule, or supplied in connection with these services, such as set up, training, Insights Administration Service, consultancy, integration and training.

“Software” means the SoloProtect Device operating system, SoloProtect Application, Insights and any other computer, internet or smart phone-based application or product supplied by SoloProtect.

“SoloProtect Application” means any application licensed to the Customer hereunder, including, but not limited to, lone worker mobile, dedicated device or indoor location installer applications.

“SoloProtect Device” means the lone worker protection monitoring device hired to the Customer by SoloProtect and provided to the Authorised User by the Customer.

“SoloProtect Device/Application” means the SoloProtect Device and/or SoloProtect Application, as applicable.

“SoloProtect Group” means collectively, SoloProtect Limited and its subsidiary SoloProtect BV, and SoloProtect US LLC.

“SoloProtect Incapacitation Service” means the service for incapacitation alarm monitoring, consisting of the activation of orientational, situational and/or accelerometer-based capabilities within the SoloProtect Device/Application (subject to availability), two-way audio, a separate and independent alarm handling process involving the assessment of wider environmental risks, an assessment of any medical information provided by the Authorised User, and, ultimately, escalation to the Emergency Medical Services.

“Standard Contractual Clauses” means the European Commission approved standard contractual clauses for the transfer of personal data from the European Union to processors or controllers established in third countries.

“Subscription Period” means, in respect of each Order Form, the Initial Period as described in the Order Form, together with any renewals thereto pursuant to Clause 3 until termination or expiry in accordance with either clause 3 or 17.

“Territories” means all countries served by the SoloProtect Group.

“Works Instructions” means a bespoke set of instructions agreed between SoloProtect and the Customer for handling that Customer’s alarms/SoloProtect Devices/Services, such Works Instructions to be set out in a Schedule to the Agreement.

1.2 Interpretation

1.2.1 Clause, Schedule and paragraph headings shall not affect the interpretation of the Agreement.

1.2.2 The Schedules and Order Forms form part of the Agreement and shall have effect as if set out in full in the body of the Agreement and any reference to the Agreement includes the Schedules and Order Forms. Where there is a conflict between this Agreement and the terms of any Schedule or Order Form, this Agreement shall prevail, unless the Schedule or Order specifically references the applicable clause(s) in this Agreement to be updated or modified therein.

1.2.3 Words in the singular include the plural and vice versa; the masculine includes the feminine and vice versa.

1.2.4 Words and expressions defined in this Agreement shall have the same meanings when used in each Schedule.

1.2.5 Reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.2.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.7 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates to the English legal term in that jurisdiction.

2 LEASE OF SOLOPROTECT DEVICES AND PROVISION OF SERVICES

- 2.1 The Customer shall be entitled to order SoloProtect Devices and Services and license the SoloProtect Application from the SoloProtect Group in any of the Territories. Each signed Order Form constitutes a separate order to hire SoloProtect Devices, license the SoloProtect Application, and/or for the provision by SoloProtect of the associated Services and shall incorporate the terms of the Agreement. Each order shall be set out in a separate Order Form and the SoloProtect Group entity listed on that Order Form shall be responsible for delivering those SoloProtect Devices and Services. Pricing and currency for the Services in each Territory shall be listed on the Order Form or as set out in a separate Schedule, or at the list prices as communicated by SoloProtect to the Customer from time to time.
- 2.2 In consideration of the payment of the Fees, SoloProtect shall:
- 2.2.1 hire to the Customer the SoloProtect Devices and/or license the SoloProtect Applications set out in each Order Form on the terms of the Agreement, the terms of any Additional Services, Schedule(s), and any terms set out in the Order Form.
- 2.2.2 provide the Services, reports regarding the usage of the Services by Authorised Users and Customer, and training as specified in clause 11 in respect of the SoloProtect Devices/Applications specified in the relevant Schedule.
- 2.3 SoloProtect reserves the right to alter or modify the Services from time to time provided such alteration or modification does not materially affect the functionality or performance of the Services.
- 2.4 SoloProtect use some third-party providers to provide items such as SIMs, mobile workforce management platform, and the physical manufacture/coding of the SoloProtect Device/Application. These third-party providers are subject to regular service reviews in order to ensure continuity of service and quality management.

3 TERM

- 3.1 This Agreement shall come into force on the date of last signature and shall remain in full force and effect for as long as there is a valid Subscription Period under any Order Form, or otherwise terminated pursuant to clause 17 below.
- 3.2 The Subscription Period under an Order Form shall commence on the Commencement Date of that respective Order Form and shall continue as follows:
- 3.2.1 For the Initial Period and, thereafter, renew automatically for additional periods of twelve (12) months unless earlier terminated by either party pursuant to clauses 3.2.2 or 3.2.3 below.
- 3.2.2 Either party may terminate this Agreement prior to its automatic renewal pursuant to clause 3.2.1 above. Notice must be provided by the terminating party not less than three (3) months prior to the end of the Initial Period or an anniversary of the end of the Initial Period, such notice to be in writing or by email to: If to SoloProtect, support@soloprotect.com; or if to Customer, Customer's then-current email address. For the avoidance of doubt, this clause 3.2.2 shall not apply during a trial period of the Services where the Services will terminate automatically at the expiration of the trial period unless SoloProtect and the Customer otherwise agree in writing.
- 3.2.3 This Agreement may be terminated earlier in accordance with clause 17 or otherwise in accordance with the terms of the Agreement.
- 3.3 SoloProtect may, during the term of this Agreement, cease supporting certain SoloProtect Devices. SoloProtect will provide Customer with written notice of such discontinuation as soon as reasonably practicable but no less than ninety (90) days prior to such discontinuation.

4 USE OF SOLOPROTECT DEVICE/APPLICATIONS

- 4.1 Customer shall ensure that no more than one SoloProtect Device/Application is provided to each Authorised User.
- 4.2 Unless otherwise noted on the Order Form, all SoloProtect Devices and SoloProtect Applications are configured to a default set of parameters, as defined by SoloProtect, to ensure full compliance with the applicable industry standards.
- 4.3 SoloProtect may agree with Customer to pool SoloProtect Device/Applications but a maximum number of eight (8) Authorised Users per SoloProtect Device/Application is allowed. Cross pooling of SoloProtect Device/Applications with a higher number of users (e.g. three SoloProtect Device/Applications across 24 users) is not allowed.

- 4.4 The SoloProtect Device and any subsequent product developments are provided by SoloProtect, with SIMs for various networks being procured from a SoloProtect-approved third party provider.

5 TITLE / RISK OF LOSS

- 5.1 Title to the SoloProtect Devices shall at all times remain vested in SoloProtect.
- 5.2 Risk to the SoloProtect Device shall pass to the Customer on delivery and the Customer shall be responsible for any loss, misuse, destruction or damage to the SoloProtect Device and for its proper care and use. The Customer shall pay SoloProtect's charges for its replacement or repair, and reconnection. The Customer must not interfere with or attempt to repair the SoloProtect Device/Application, nor permit anybody other than SoloProtect or a third party authorised by SoloProtect to do so.
- 5.3 Delivery of SoloProtect Devices shall take place at the Customer's nominated place of business, unless otherwise agreed between the parties in writing. The Customer shall be deemed to have accepted receipt of all SoloProtect Devices once delivery is confirmed through SoloProtect obtaining a signature at the point of delivery.

6 SERVICE AVAILABILITY

- 6.1 SoloProtect shall use reasonable endeavours to ensure that during the Subscription Period, the Services are accessible by the Customer within the range of base stations making up the mobile telecommunications network supporting the Services on a 24 hour, 7 days per week basis, subject to routine and emergency maintenance, repairs, configurations or upgrades.
- 6.2 SoloProtect shall have no liability to the Customer in respect of the Customer's inability to access, or errors in the functioning of, the Services which are attributable to user error; provision of incorrect information by the Customer; power failures; malicious interference; any downtime or outages from any third-party including internet outages; lack of coverage of the mobile telecommunications network; or any other cause outside SoloProtect's reasonable control.
- 6.3 SoloProtect shall have no liability to the Customer in respect of the Customer's inability to access, or errors in the functioning or services that are attributable to the use of Customer owned pay-as-you-go (PAYG) SIM cards. SoloProtect advises against the use of such SIM cards due to the increased risk of failure. Such use could compromise the end-to-end service performance.
- 6.4 An incident will only be reported to the police if, in the ARC operator's sole discretion, an Authorised User is being subjected to a physical assault, or where a physical assault is reasonably imminent, or for managing an ongoing risk that justifies police escalation. An incident may not be reported if, in the ARC operator's sole discretion, the location of the Authorised User cannot be established with reasonable certainty. The decision to escalate to the police using either an appropriate police unique reference number (URN), 999 or 101 is entirely at the judgement and discretion of the ARC operator. SoloProtect cannot ensure that the police will respond to all escalated incidents.
- 6.5 SoloProtect Incapacitation Service. In respect of the SoloProtect Incapacitation Service:
- 6.5.1 It is agreed and understood by the Customer that ARC operators will take a wide range of factors into consideration when determining whether to escalate to the Emergency Medical Services, including, where available, any audible sounds or responses heard through the SoloProtect Device, the Location Data of the Authorised User, and any furnished medical information on the Authorised User's Insights profile.
- 6.5.2 It is agreed and understood by the Customer that the functional capabilities of the SoloProtect Incapacitation Service differ across SoloProtect Devices/Applications. Where the risk of incapacitation is a primary risk factor in the Customer's decision to furnish its Authorised Users with SoloProtect Devices/Applications, it is understood and acknowledged by the Customer that certain SoloProtect Devices are highly recommended as set forth in the SoloProtect Device documentation and, where the Customer opts to disregard this recommendation, SoloProtect shall have no responsibility or liability in respect of any loss or damage arising from the provision of the SoloProtect Incapacitation Service.
- 6.5.3 Where the Authorised User or the Customer's escalation contacts are unable to be reached, SoloProtect may dispatch emergency services to complete a welfare check. Where it is subsequently found to be a false alarm or accidental activation, SoloProtect will write to the Customer to advise of this and may require evidence that action has been taken with the Authorised User to prevent further false alarms. If there is a further instance, SoloProtect reserves the right to remove the welfare check for that specific Authorised User, in order to retain SoloProtect's direct-to-emergency services ability.
- 6.6 SoloProtect reserves the right to update Software from time to time.

- 6.7 The SoloProtect Application is compatible with standard supplied smartphone Operating System (“OS”) settings and installed software applications. OS updates from handset suppliers or other applications installed by the Customer may prevent the SoloProtect Application from functioning properly.
- 6.8 SoloProtect shall have no liability if the Customer and/or Authorised User downloads other third-party applications, software or OS updates on the SoloProtect Device or their mobile device after installation of the Software which subsequently affects the correct operation of the Software.

7 SERVICE SUPPORT AND MAINTENANCE

- 7.1 The Customer shall nominate a contact to consolidate the Customer’s queries regarding the Services. SoloProtect shall not be under any obligation to respond to support queries raised by representatives other than the Customer’s nominated contact.
- 7.2 SoloProtect will supply the Customer with a help desk number and email address manned during SoloProtect’s business hours to which the Customer shall direct all Services queries. SoloProtect’s help desk is only to be used for queries relating to troubleshooting and guidance relating to the Customer’s use of SoloProtect Devices, Services, or Insights, and general enquiries. If the Customer requires SoloProtect to administer their account of their behalf, subscription to Insights Administration Service is required.
- 7.3 SoloProtect will acknowledge receipt of any problems with the Services notified by the Customer through the provided help desk number or email address and respond as soon as reasonably practicable with any corrective action, having first investigated the reported problem. SoloProtect shall use reasonable endeavours when troubleshooting the Customer’s issues, taking into account the severity level of the problem.
- 7.4 If SoloProtect is of the opinion that it cannot resolve the problem or provide a workaround, SoloProtect shall notify the Customer and solely in the event that the failure substantially hinders or prevents the Customer from using a material part of the functionality of the Services, the Customer shall be entitled to terminate the Agreement forthwith by written notice to SoloProtect and recover a pro-rata refund of the Fees paid by the Customer reflecting the unexpired period covered by such Fees. For any problems notified by the Customer pursuant to the SoloProtect Incapacitation Service, the Customer’s right pursuant to this clause shall only extend to terminating the SoloProtect Incapacitation Service and recovering a pro-rata refund of the Fees paid by the Customer for said SoloProtect Incapacitation Service.
- 7.5 The problem resolution service in clauses 7.3 and 7.4 shall not extend to any of the circumstances listed in clause 6.2. Should SoloProtect agree to provide any support that falls within such exclusion, SoloProtect shall be entitled to levy an additional charge reflecting the effort required to provide such support.
- 7.6 SoloProtect shall be entitled to suspend access to the Services:
- 7.6.1 pursuant to clause 12.2.2 for the Customer’s failure to pay its Fees by their due date.
- 7.6.2 on reasonable notice to the Customer, for such period as may be reasonably required for maintenance, repairs or improvements; and
- 7.6.3 without prior notice to the Customer, for exceptional operational reasons (for example, total failure of the mobile network infrastructure).

8 USE OF THE SERVICES

- 8.1 The Customer shall provide SoloProtect with such information, support and other assistance as may be reasonably required by SoloProtect in its provision of the Services.
- 8.2 Unless the Insights Administration Service has been purchased, Customers are responsible for the administration of their own SoloProtect Device estate and Insights account. SoloProtect will assist in training the Customer’s staff on how to administer their solution via Insights.
- 8.3 Insights Administration Service. Customer may, at its option, subscribe to SoloProtect Insights Administration Service, under which SoloProtect shall be responsible for administering the Customer’s SoloProtect Device estate and Insights Account on its behalf. The Customer shall provide SoloProtect with the names and any required details of all Authorised Users using the SoloProtect Devices/Applications, Insights and/or the Services and any other details regarding such Authorised Users as SoloProtect may reasonably require from time to time. The Customer shall promptly provide SoloProtect with any changes to

the same including, but not limited to, when an Authorised User leaves the Customer's business or no longer requires access to the SoloProtect Devices/Applications, Insights and/or the Services.

8.4 The Customer shall, and shall procure that each Authorised User shall:

8.4.1 generally observe and comply with all relevant legislation, including the Applicable Data Protection Laws and Local Regulations, and the reasonable directions of SoloProtect.

8.4.2 only use the SoloProtect Devices/Applications and Services for their intended purpose of raising an alarm.

8.4.3 not (nor knowingly, recklessly, or negligently permit a third party to) use the Services for any improper, immoral, fraudulent or unlawful purposes or for the sending of any communication which is of an offensive, abusive, indecent, obscene or menacing nature.

8.4.4 not cause any nuisance, annoyance or inconvenience to any third party by any use or misuse of the Services.

8.4.5 not act in any way, whether knowingly or otherwise, which will impair the operation of all or part of the Services.

8.4.6 not resell or otherwise distribute the SoloProtect Devices, SoloProtect Application, and/or Services to any third-party; and,

8.4.7 not (nor knowingly, recklessly, or negligently permit a third party to) copy, adapt, reverse engineer, decompile, disassemble or modify any Software in whole or in part.

8.5 The Customer shall procure that, prior to commencement of a Service:

8.5.1 each Authorised User expressly acknowledges and understands that its use of the Services and a SoloProtect Device or SoloProtect Application will enable SoloProtect to obtain such Authorised User's approximate geographical location and certain other personal data, which will be used solely for the purpose of providing the Authorised User with the Services and improvements to the Services; and

8.5.2 each Authorised User's profile information is complete and accurate, whether such Authorised User completes his/her user profile via Insights or the Customer manually uploads the user profile for each Authorised User.

8.6 The Customer shall indemnify SoloProtect and keep SoloProtect indemnified and hold SoloProtect harmless against any and all damages, losses and costs and expenses that may be incurred by SoloProtect in respect of failure by the Customer to comply with the provisions of clauses 8.4 and 8.5, whether by reason of negligence or otherwise.

8.7 The Customer acknowledges that where it has opted not to utilise Insights, or has opted to manually upload Authorised User data, it will be responsible for providing Authorised Users with applicable policies, privacy controls and other mechanisms pertaining to alarm handling through its own means, and at its sole risk and expense.

9 DATA PROTECTION

9.1 Each party shall comply with its obligations under the Applicable Data Protection Laws in its role. When, and only to the extent that, pursuant to the Applicable Data Protections both the Customer and SoloProtect are regarded as joint Data Controllers, it is agreed and acknowledged by the parties that the Customer shall act as lead Data Controller and shall be responsible for all external requests pertaining to that Personal Data, including, but not limited to, requests from Data Subjects, breach notifications, impact assessments and consultations with supervisory authorities.

9.2 SoloProtect shall be the Data Controller of recordings made by or from the SoloProtect Device or SoloProtect Application which are stored by SoloProtect. The Customer is entitled to request copies of these recording within their retention period. The Customer shall be the Data Controller and SoloProtect shall be the Data Processor in respect of any copies of these recordings SoloProtect shares with the Customer.

9.3 The subject matter, scope, and purposes of the processing are the provisions of the Services as set out in this Agreement and the Order Form. The nature of personal data processed under this clause 9 and categories of data subject involved in the processing are set out in Appendix I.

9.4 The Customer undertakes to inform Authorised Users as to why, how, and when their Personal Data and/or Location Data will be used and warrants that Personal Data and/or Location Data collected from the SoloProtect Device or SoloProtect Application of Authorised Users will not be used by the Customer for any form of unauthorised surveillance.

9.5 The Customer undertakes and warrants that it will at all times use the SoloProtect Device, SoloProtect Application, and the Services in full compliance with the Applicable Data Protection Laws (including informing members of the public who are likely to interact with the Customer's Authorised Users, if applicable) and shall comply with all reasonable instructions issued by

SoloProtect staff pertaining to the use of the SoloProtect Device, SoloProtect Application, Services and Software.

- 9.6 A copy of SoloProtect's policy on data security and handling can be found at <https://www.soloprotect.com/uk/about/policy.asp> (which link may be updated by SoloProtect from time to time).
- 9.7 All data will be retained in accordance with SoloProtect's Data Retention Policy, as amended from time to time. A copy of this policy can be found at <https://www.soloprotect.com/uk/about/policy.asp>. Retained data will contain Personal Data and Location Data of Authorised Users and may include incident recordings, personal details of the Authorised User at the time of the incident, contact details of administrator or escalation contacts of the Customer at the time of the incident. Non-incident data may also be retained and may include amber alert recordings and records of false red alerts.
- 9.8 SoloProtect shall ensure that access to the Customer's Personal Data is afforded only to those employees who may be required to assist SoloProtect in meeting its obligations under the Agreement. SoloProtect shall procure that such employees are obliged to keep the Personal Data confidential.
- 9.9 Without prejudice to the generality of clause 9.1, where SoloProtect acts as a Data Processor under this Agreement, it shall, in relation to any Personal Data processed in connection with the performance of its obligations under the Agreement:
- process Personal Data only on the written instructions of the Customer unless SoloProtect is required by the Applicable Data Protection Laws or Local Regulations.
 - ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful alteration, disclosure, access to, unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of its technical and organisational measures. SoloProtect shall at least implement the technical and organisational measures specified in Appendix II and shall inform the Customer in advance of any material changes to such measures;
 - ensure that all personnel who have access to Personal Data are obliged to keep the Personal Data confidential.
 - not transfer any Personal Data outside the European Economic Area unless the recipient organisation is located in a country benefiting from a European Commission adequacy decision or UK adequacy regulations or the transfer is on the basis of Standard Contractual Clauses approved by the European Commission or the international data transfer agreement/addendum approved by the UK government.
 - provide reasonable assistance to the Customer in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
 - notify the Customer, as soon as possible of becoming aware, of any request made by a Data Subject to access the Personal Data and shall at all times cooperate with and provide the Customer with any assistance it may require in order to execute the Customer's obligations under the Applicable Data Protection Laws.
 - notify the Customer without undue delay, and in any event within 48 hours of SoloProtect becoming aware of an actual or suspected Personal Data breach. To the extent that SoloProtect has access to such information at the time of the notification, such notification shall: (i) describe the nature of the breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned; (ii) describe the likely consequences of the breach; and (iii) describe the measures proposed to be taken by SoloProtect to address the breach, including, where appropriate, measures to mitigate its possible adverse effects. Where it is not possible to provide such information at the time of notification, the information may be provided at a later time but in any event as soon as reasonably practicable.
 - SoloProtect shall inform the Customer if compliance with any instruction of the Customer would infringe the Applicable Data Protection Laws.
 - maintain complete and accurate records to demonstrate its compliance with the Agreement and, on reasonable request by

- the Customer, provide such records and information to the Customer. On reasonable advance notice, SoloProtect shall allow for the audit of its records and processes, such audits to occur no more than once per twelve-month period.
- j. SoloProtect may appoint third-party processors (a “**Sub-Processor**”) to carry out specific processing activities on any Personal Data under the Agreement. The Customer consents to the appointment of any Sub Processors already engaged by SoloProtect at the date of this Agreement (“**Permitted Sub-Processors**”). SoloProtect shall not sub-contract any of its obligations or rights under this Agreement without the prior written consent of the Customer (such consent not to be unreasonably withheld). SoloProtect shall procure that any Sub-Processing is carried out in compliance with this clause 9, and more generally the terms of the Agreement. As between the Customer and SoloProtect, SoloProtect shall remain fully liable for all acts or omissions of any Sub-Processor appointed by it pursuant to this clause.
- 9.10 Each party shall indemnify the other against all losses, damages, and liabilities (including reasonable legal costs) which may be suffered or incurred as a result of, or in connection with, any prosecution, civil or other action under the Applicable Data Protection Laws relating to any breach of obligations imposed by the Applicable Data Protection Laws or this clause 9 which is attributable to that party’s act or default.
- 9.11 Nothing in this Agreement shall relieve either party of their respective direct responsibilities and liabilities under the Applicable Data Protection Laws.
- 9.12 The rights and obligations set out in this clause 9 shall survive and continue after the expiry or termination of the Agreement.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Customer acknowledges that the Intellectual Property Rights in the SoloProtect Devices, SoloProtect Application, Services, Software (and modifications thereof), guidance materials, handbooks, training materials, and any other materials bearing SoloProtect branding shall remain the property of SoloProtect and/or its licensors.
- 10.2 Subject to receipt by SoloProtect of all sums due to it under the Agreement as they fall due, SoloProtect grants to the Customer a non-exclusive, non-transferable licence to use such Intellectual Property Rights only to the extent necessary for the Customer to use the Services during the Subscription Period.
- 10.3 Subject to the below Exclusions and the Customer at all times using the SoloProtect Devices, SoloProtect Application, Software and Services in compliance with all applicable laws and the terms of the Agreement, SoloProtect shall indemnify the Customer against any direct liabilities, costs, expense, damages, and losses (including reasonable legal costs) suffered or incurred by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party’s Intellectual Property Rights. This clause 10.3 shall not apply in the event such claim relates to SoloProtect’s compliance with the Customer’s specifications, a combination of the Services with other technology or aspects where the infringement would not occur but for the combination, use of Customer data, technology or aspects not provided by SoloProtect, Customer’s continued use of the SoloProtect Devices, SoloProtect Application, Software or Services after notification by SoloProtect of an infringement claim, Customer’s failure to use the SoloProtect Device, SoloProtect Application, Software or Services in accordance with applicable documentation or outside the scope of the license granted to Customer herein, or for a trial period (together, the “**Exclusions**”).
- 10.4 The Customer warrants that the receipt of any documentation, materials and/or data for use in the performance of the Agreement by SoloProtect, the SoloProtect Group, its agents, subcontractors or consultants shall not infringe the Intellectual Property Rights of any third party. The Customer shall indemnify SoloProtect and hold it, the SoloProtect Group, its agents, subcontractors or consultants, harmless against any direct liabilities, costs, expense, damages, and losses (including reasonable legal costs) suffered or incurred by SoloProtect arising out of or in connection with any claim brought against SoloProtect for actual or alleged infringement of a third party’s Intellectual Property Rights.
- 10.5 Customer hereby transfers and assigns to SoloProtect any rights Customer may have to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer personnel relating to the Service.

11 TRAINING

Training on the use of the SoloProtect Device, SoloProtect Application, and Insights is mandatory for all new Customers/Authorised Users, including on how to administrate their solution via Insights. SoloProtect offers a range of training,

including via Insights (standard), webinar, teleconference and face-to-face. The various forms of training are subject to availability depending on the region in which the Services are to be delivered. Training shall be provided at times, premises, and fees as agreed between the parties and as set out in the relevant Order Form. Reasonable travel and accommodation expenses will be charged separately.

12 FEES AND PAYMENT

- 12.1 SoloProtect shall invoice the Customer annually in advance by electronic means to the Customer's nominated email address. Billing shall be conducted in discreet months; partial or pro rata billing is not accepted. All invoices are payable no later than 14 days from the invoice date. Irrespective of the Territory where the Services are delivered, all Fees shall be denominated in the currency set out in the Order Form. All Fees are exclusive of value added tax, and any other applicable local taxes, which will be charged to the Customer at the prevailing rates.
- 12.2 If the Customer fails to pay invoices by their due date, SoloProtect may, without prejudice to any other rights and remedies:
- 12.2.1 charge the Customer interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and/or
 - 12.2.2 suspend its provision of the Services, subject to first sending a written notice of suspension providing the Customer 14 days to make good its account default.
- 12.3 SoloProtect reserves the right to charge for excessive false alarms and any SIM usage over and above 'fair usage' as agreed between SoloProtect and the Customer from time to time. Such charges will be made at SoloProtect's standard excess rates made known to the Customer from time to time.
- 12.4 SoloProtect reserves the right to make annual increases to the Fees as from the first anniversary of the Commencement Date or thereafter, such charges to be no greater than CPI.
- 12.5 If the Customer seeks to run a pilot trial, then monthly fees as agreed at the time will apply. SoloProtect reserves the right to continue to levy a reasonable monthly charge if following an agreed pilot trial period, the Customer fails to return the SoloProtect Devices used within the month following the pilot trial end date.

13 CONFIDENTIALITY

Each party shall keep confidential all information, know how or materials relating to the other party's business activities or customers identified by the other party as confidential or which from the circumstances in which it is made available ought to be treated as confidential, in whatever form and shall not use the same for purposes other than in relation to the performance of the party's respective obligations under the Agreement. Neither party shall disclose any such confidential information to any person without the consent of the other. These obligations shall survive termination of the Agreement. Nothing in this clause shall apply to any information:

- a. which is (or which becomes) available to the public other than by breach of these conditions or of any other duty.
- b. which the party receiving the information already possesses or which it obtains or originates independently in circumstances in which that party is free to disclose it.

14 SOLOPROTECT NOT INSURER

- 14.1 The SoloProtect Devices/Application, and Services provided under the Agreement are intended to assist the Customer in mitigating the risks to their lone or isolated workers and the Customer understands and acknowledges that the SoloProtect Device, SoloProtect Application, and Services alone will not prevent a loss or personal injury caused by holdup, unauthorised bodily threat or harm, criminal acts, accidental injury or other occurrence, and SoloProtect has not represented otherwise.
- 14.2 The Fees payable by the Customer under the Agreement are based solely on the provision of SoloProtect Devices/Application, and Services and are not based on the value of the Customer's business, inventory, other security services or avoidance of physical harm. Insurance against personal injuries and property loss or damage should be obtained and is the Customer's responsibility.

15 WARRANTIES

- 15.1 SoloProtect warrants that (subject to the other provisions of the Agreement), during the Subscription Period, (a) the

SoloProtect Devices will be free from defects in materials and workmanship; and (b) it shall use reasonable skill and care in the provision of the Services; and it shall perform the Services in accordance with all applicable legislation and in all material respects, with any applicable codes of practice relevant to the provision of the Services. For clarity and the avoidance of doubt, this clause 15.1 shall not apply to trial periods, during which all SoloProtect Devices/Applications and Services shall be provided as-is and without warranty.

- 15.2 Pursuant to the warranty set out in clause 15.1(a), and subject to the requirements and exclusions in clauses 15.3 and 15.4, if any SoloProtect Device becomes defective or inoperative under normal use (a “**Defective SoloProtect Device**”) during the Subscription Period, SoloProtect will replace, repair or recondition (at SoloProtect’s option) the Defective SoloProtect Device without charge. SoloProtect shall use reasonable endeavours to ship a replacement, repaired or reconditioned a Defective SoloProtect Device within 5 working days of receipt of such Defective SoloProtect Device.
- 15.3 SoloProtect shall not be obligated to replace the Defective SoloProtect Device free of charge unless:
- 15.3.1 the Customer gives written notice of the defect to SoloProtect within 14 days of the time when the Customer discovers or ought to have discovered the defect; and
- 15.3.2 SoloProtect is given a reasonable opportunity after receiving notice, to examine the Defective SoloProtect Device and the Customer (if asked to do so by SoloProtect) returns the Defective SoloProtect Device to SoloProtect’s place of business at the Customer’s cost.
- 15.4 In addition to the requirements set out in clause 15.3 above, SoloProtect shall not be obligated to replace the Defective SoloProtect Device free of charge:
- 15.4.1 to the extent that it is attributable to further use of such SoloProtect Device after giving notice pursuant to clause 15.3.1.
- 15.4.2 if the defect arises because the Customer failed to follow SoloProtect’s oral or written instructions as to the storage, installation, commissioning, use or maintenance of the SoloProtect Device.
- 15.4.3 that is attributable to fair wear and tear, abuse, improper use or use in an environment or for a purpose for which the SoloProtect Device was not designed or intended by SoloProtect; or
- 15.4.4 any damage caused by accident, vandalism, flood, water, lightening, fire, intrusion, misuse or any other use of the SoloProtect Device with unauthorised accessories (e.g., third-party chargers), or any other cause within the reasonable control of the Customer.
- 15.4.5 any attempted unauthorised repair, service, change, or installation of the SoloProtect Device by any party other than SoloProtect, or without the written consent of SoloProtect.
- 15.5 If SoloProtect complies with its obligations under clause 15.2, it shall have no further liability for any breach of the warranty in clause 15.1(a) in respect of such SoloProtect Device.
- 15.6 If SoloProtect receives written notice from the Customer of any breach of the warranties in clause 15.1(b) relating to the provision of Services, SoloProtect’s sole liability shall be, at its sole discretion, to:
- 15.6.1 remedy the breach within a reasonable time and without charge to the Customer; or
- 15.6.2 refund to the Customer such proportion of the Fees as shall correspond to the period during which the breach took place.
- 15.7 No warranty is made regarding the results of usage of the services or that the services will meet the Customer’s requirements or that the services will operate uninterrupted or error free.
- 15.8 EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, THE FOREGOING LIMITED WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY: (A) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) RELATING TO THE USE OR PERFORMANCE OF THE SOLOPROTECT DEVICE, SOLOPROTECT APPLICATION, AND ASSOCIATED EQUIPMENT; (C) THAT THE EQUIPMENT OR SERVICES PROVIDED HEREUNDER MAY NOT BE BYPASSED; (D) THAT THE EQUIPMENT OR SERVICES WILL ALWAYS PROVIDE THE INTENDED SIGNALLING, MONITORING OR RESPONSE; OR (E) THAT THE EQUIPMENT WILL OPERATE WITHOUT INTERRUPTION. CORRECTION OF THE NON-CONFORMITIES IN THE MANNER PROVIDED ABOVE SHALL CONSTITUTE FULFILMENT OF ALL OBLIGATIONS OF SOLOPROTECT WITH RESPECT TO OR ARISING OUT OF THE EQUIPMENT AND SERVICES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE.

16 LIMITATION OF LIABILITY

- 16.1 The following provisions set out the entire financial liability of SoloProtect (including any liability for the acts or omissions of its employees, agents, and subcontractors) to Customer in respect of:
- 16.1.1 any breach of this Agreement; and
 - 16.1.2 any representation, statement, or tortious act or omission including negligence arising under or in connection with this Agreement.
- 16.2 Nothing in this Agreement excludes or limits liability for death or personal injury caused by a party's gross negligence or for fraudulent misrepresentation.
- 16.3 SoloProtect shall not be liable for:
- 16.3.1 any indirect, consequential, special or punitive loss, damage, costs or expenses, including, but not limited to: loss of profit; loss of revenue; loss of anticipated savings; loss of business; loss of reputation; depletion of goodwill; or
 - 16.3.2 loss, damage, injury or death resulting from the misuse of the Service by the Customer.
- 16.4 Subject to clauses 16.1 and 16.2, SoloProtect's total liability to the other under or connected with the Agreement shall be as follows:
- 16.4.1 for any loss or damage including that which arises out of negligence or the indemnity under clause 9.10, the fees paid to SoloProtect by the Customer in the twelve (12) months prior to the event first giving rise to the Claim.
- 16.5 For the purposes of this clause 16, a "**Claim**" shall mean any one event giving rise to a claim or, where there is more than one event giving rise to a claim, then a series of connected events.

17 DURATION AND TERMINATION

- 17.1 The Agreement may be terminated forthwith:
- 17.1.1 by SoloProtect, if the Customer fails to make any payment on the due date and payment has not subsequently been made within 30 days of a written request for the same.
 - 17.1.2 by either party, if the other party commits any material breach of any term of the Agreement (other than one falling within clause 17.1.1) and which (in the case of a breach capable of being remedied) has not been remedied within 30 days of a written request to remedy the same.
 - 17.1.3 by either party, if the other party is made insolvent, or if an order is made or a resolution is passed for the winding-up of the other party or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or such an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder, or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other party's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the court to make a winding-up order or the other party takes or suffers any similar or analogous action in consequence of debt in any jurisdiction.
- 17.2 Upon termination of the Agreement, all Order Forms and Subscription Periods thereunder shall terminate. In addition, upon termination of the Agreement:
- 17.2.1 by SoloProtect pursuant to clauses 17.1.1 through 17.1.3, all Fees that would have been payable to SoloProtect under all Order Forms issued pursuant to the Agreement but for such termination shall immediately become payable together with an administration charge equivalent to one month's Fees.
 - 17.2.2 by the Customer pursuant to 16.1.1 through 16.1.2 all outstanding Fees for Services duly rendered up to the date of termination shall immediately become payable.
 - 17.2.3 by either party, Customer shall return within 28 calendar days at its risk and expense to SoloProtect all SoloProtect Devices provided by SoloProtect during the term of this Agreement. SoloProtect Devices not received within this period will be subject to a full replacement charge. All SoloProtect Devices shall be returned to SoloProtect complete and in good condition, fair wear and tear excepted.
- 17.3 SoloProtect shall, on request by the Customer, provide the Customer with its current data in a standard Excel format, unless otherwise mutually agreed by the parties.
- 17.4 Any termination of the Agreement shall be without prejudice to any other rights or remedies a party may be entitled to under

the Agreement or at law or any accrued rights or liabilities of either party.

18 GENERAL

- 18.1 Entire Agreement. The Agreement, including any Order Forms or Schedules, comprises the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior agreements written or oral.
- 18.2 Force Majeure. Neither party shall be liable to the other by reason of any delay or failure to perform its obligations (other than a payment obligation) under these conditions or for any resulting loss or damage caused if such delay or failure is due to any circumstances beyond the reasonable control of that party including strike, lockout or other industrial dispute, fire, flood, earthquake or other elements of nature, acts of God, acts of war (whether or not war is declared), riots, civil disturbance, acts of terrorism, pandemics, epidemics, regulations, orders or requisitions of any Government.
- 18.3 Notices. Any notice or other written communication given under or in connection with these conditions shall be in writing addressed to the other party at its registered office or principal place of business.
- 18.4 No Waiver. A waiver by a party of a breach of any provision shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provisions. Failure or delay in exercising any right under the Agreement shall not prevent the exercise of that or any other right.
- 18.5 Survival. Any clause or provision of the Agreement, which by its nature is intended to survive termination or expiration, shall survive termination or expiration of the Agreement.
- 18.6 Anti-bribery. Both parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010.
- 18.7 Feedback. Any Customer comments, questions, enhancement requests, suggestions, ideas, processes descriptions or other information related to the SoloProtect Devices, SoloProtect Application, or Services ("**Feedback**") shall be the property of SoloProtect. SoloProtect shall have all right to use and incorporate Feedback, or any part thereof, into the SoloProtect Devices, SoloProtect Application, or Services without restriction or payment to Customer.
- 18.8 Severability. If any part of the Agreement is deemed illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. Where such modification is not possible, that part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.
- 18.9 Assignment. The Customer may not assign or transfer any benefit, interest or obligation under the Agreement.
- 18.10 Third Party Rights. No person that is not a party to the Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 in respect of the Agreement.
- 18.11 Marketing and References. The Customer provides their consent to allow SoloProtect to use reference to the Customer's use of the Services in marketing materials and case studies.
- 18.12 Choice of Law and Jurisdiction. The Agreement shall be governed by, and construed in accordance with, the laws of England & Wales, without regard to conflict of law provisions. The parties submit to the exclusive jurisdiction of the English courts in respect of all claims, disputes and other matters arising out of, or relating to, the Agreement.

For & on behalf of SoloProtect Group

For & on behalf of Customer

(Signature)

(Signature)

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

APPENDIX I

Types of Data:

- Personal Master Data (Key Personal Data)
- Contact Data
- Key Contract Data
- Location Data
- Audio Communications Data
- Medical Data
- Ethnicity
- Other Identity Details
- ARC or Incident Records
- Work Pattern Details
- Vehicle Details
- Contract Billing & Payments Data
- Financial Data

Types of Data by Service:

- Required Personal Data (all Services)
 - Personal Master Data (Key Personal Data)
 - Contact Data
 - Key Contract Data
 - Contract Billing & Payments Data
 - Financial Data
- Audio-enabled Services
 - All Required Personal Data
 - Location Data
 - Audio Communications Data
 - Medical Data (optional)
 - Ethnicity (optional)
 - Other Identity Details (optional)
 - Work Pattern (optional)
 - Vehicle Details (optional)
- Insights
 - All Required Personal Data
 - Location Data
 - Other Identity Details (optional)
 - Vehicle Details (optional)
 - Medical Data (optional)
 - Ethnicity (optional)
 - Work Pattern (optional)

Categories of Data Subjects:

- SoloProtect Device/Application Users (Employees, Consultants, Contractors, or any other person the Customer has issued a SoloProtect Device to or has authorised to download and use the SoloProtect Application)
- Employees, Authorised Agents, Escalation Contacts, Contact Persons, Account Administrators
- Members of the public

APPENDIX II - Technical and organisational measures to ensure the security of Personal Data

1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risks to Data Subjects, SoloProtect shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk. SoloProtect shall implement the following, as appropriate:
 - a) the pseudonymisation and encryption of the Personal Data;
 - b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
2. In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
3. As a minimum, SoloProtect shall implement the items set out below.

Organisational Measures

SoloProtect shall implement the following policies:

- Data Protection Policy
- Information Security Policy
- Data Subjects' Rights Procedure
- Personal Data Breach Procedure
- Asset Management Policy
- Clear Desk and Clear Screen Policy
- Information Security Policy, containing;
 - Patch Management Policy
 - Cryptography Policy
 - Password Management Policy
- Media Handling and Disposal Policy
- Vulnerability Management Policy
- Business Continuity Policy
- Access Control Policy
- Backup and Restore Policy
- Physical Security
- Mobile Devices Policy
- Acceptable Use Policy

SoloProtect shall ensure that all personnel that process and/or have access to Personal Data have data protection awareness training upon induction and regular refresher training thereafter.

Technical Measures

SoloProtect shall implement the following measures, as appropriate:

- Firewalls
- Anti-malware
- Encryption of Personal Data
- Access controls
- Penetration testing
- Vulnerability scanning