

General Terms and Conditions

effective from 1 May 2026

for the German guarding and security industry – **EUROCS GmbH**, Frankfurt am Main

These General Terms and Conditions apply to contracts with EUROCS GmbH where expressly referenced in the respective quotation, order or contract.

§ 1 General Performance of Services

(1) The guarding and security industry requires a licence under § 34a of the German Trade Regulation Act (GewO) and provides its security services in the form of patrol guarding, static guarding or special services.

a) Patrol guarding is carried out in uniform by individual patrol officers or mobile patrol vehicles. Unless otherwise agreed, inspections of the guarding objects grouped within patrol districts are conducted at irregular intervals during each round. b) Static guarding is generally provided by one or more security officers or gate personnel assigned exclusively to one or a small number of spatially related guarding objects. The individual activities are defined in specific service instructions. c) Special services include, for example, personnel checks, personal escort and protection services, cash and valuables services, safety guard posts for DB AG (German Rail), the operation of alarm and emergency call centres (service centres) as well as the provision of cashier, marshalling and supervisory services for exhibitions, trade fairs, events and other services.

(2) The mutual obligations of the client and the guarding and security company are agreed in specific contracts.

(3) The security company provides its services as a service provider (not as a temporary employment agency within the meaning of the Act on Commercial Temporary Employment of 7 August 1972, as amended by the announcement of 3 February 1995, last amended by the First Act for Modern Labour Market Services of 23 December 2002 (BGBl I, p. 4607)), using its personnel as vicarious agents. The selection of employed personnel and the right to give instructions rest – except in cases of imminent danger – with the contracted security company.

(4) The security company is solely responsible for fulfilling all statutory, regulatory, social security and employers' liability association obligations towards its employees.

§ 2 Service Instructions

In individual cases, the written service instructions / alarm plan alone are authoritative for the performance of the service. In accordance with the client's instructions, they contain detailed provisions regarding rounds, inspections and other service duties to be carried out. Amendments and supplements to the service instructions / alarm plan require written agreement. Where unforeseeable emergencies so require, individual inspections, rounds and other service duties may be dispensed with in exceptional cases.

§ 3 Keys and Emergency Contacts

(1) Keys required for the service must be provided by the client in good time and free of charge.

(2) The contractor is liable for loss of keys and for damage to keys caused intentionally or negligently by service personnel within the scope of clause 10. The client shall inform the contractor of the contact details of persons who can be reached by telephone at night in the event of a threat to the property. Changes of contact details must be communicated to the contractor without delay. In cases where the contractor is required to carry out alarm follow-up via connected alarm systems, the client shall specify the notification sequence.

§ 4 Complaints

(1) Complaints of any kind relating to the performance of the service or other irregularities must be reported in writing to the management of the company without delay after they are identified, for the purpose of remedy. If notification is not given in good time, rights arising from such complaints cannot be asserted.

(2) Repeated or serious breaches in the performance of the service entitle the client to terminate the contract without notice only if the contractor fails to remedy the situation within a reasonable period – at the latest within seven working days – after written notification.

§ 5 Contract Duration

The contract runs – unless otherwise agreed in writing – for one year. If it is not terminated three months before the end of the initial term, the contract shall be automatically renewed for a further year each time, and so on thereafter.

§ 6 Performance by Cooperation Partners

a) The contractor is entitled to engage other companies licensed and reliable under § 34a GewO as cooperation partners to fulfil its contractual obligations.

b) Where the performance of certain specialist services (in particular certified alarm connection, KRITIS (critical infrastructure) protection, guarding of military facilities or activities requiring a firearms licence) is subject to specific statutory licences, official concessions or technical certifications (e.g. in accordance with DIN EN 50518) that the contractor itself does not hold, the operational performance of such services shall in all cases be carried out by correspondingly state-licensed and certified partner companies under a general contractor model.

§ 7 Interruption of Guarding

(1) In the event of war, strike, civil unrest or other cases of force majeure, the contractor may interrupt or appropriately adapt the service to the extent that its performance becomes impossible.

(2) In the event of interruption, the contractor is obliged to reduce the remuneration by the amount of wages approximately saved during the period of interruption.

§ 8 Early Termination

(1) In the event of the client relocating, or selling or otherwise abandoning the contracted object or subject matter, the client may terminate the contractual relationship with one month's notice.

(2) If the contractor abandons the patrol district, it is also entitled to early termination of the contract with one month's notice.

§ 9 Succession in Title

Upon the death of the client, the legal successor steps into the contract, unless the subject matter of the contract was primarily based on personal considerations, in particular the protection of the client's person. The contract is not affected by the death, other legal succession or legal change of the contractor.

§ 10 Liability and Limitation of Liability

(1) EUROCS GmbH is liable in accordance with statutory provisions for damages caused culpably by it, its legal representatives or vicarious agents.

(2) In cases of slight negligence, EUROCS GmbH is – to the extent permitted by law – liable only for breach of material contractual obligations (cardinal duties), and only up to the amount of the typical, foreseeable damage.

(3) Liability for damages arising from the performance of guarding and security services is otherwise governed by the contractually agreed liability provisions and the applicable insurance conditions of the existing professional liability and guarding liability insurance.

(4) Where maximum liability limits are stated in this contract, these apply only insofar as they do not conflict with mandatory law and are validly agreed in relation to the applicable insurance conditions.

(5) Personal liability of employees is – except in cases of intent or gross negligence – excluded to the extent permitted by law.

§ 11 Assertion of Liability Claims

(1) Claims for damages must be asserted against the company within a period of 1 week after the claimant, their legal representatives or vicarious agents became aware of the damaging event. If the extent of the damage cannot yet be determined within this period, it is sufficient – but also necessary – that the claim be asserted in principle. Claims for damages not asserted within this period are excluded.

(2) The client is furthermore obliged to immediately give the contractor the opportunity to carry out all necessary investigations into the cause, course and extent of the damage, either directly or through appointed agents. Any costs arising from the client's failure to comply with the above obligations promptly shall be borne by the client.

§ 12 Liability Insurance and Proof

(1) EUROCS GmbH maintains professional and business liability insurance including guarding liability risk with an insurer licensed in Germany.

(2) The insurance cover encompasses the scope required by contract and statute for the security services offered, in accordance with the applicable insurance conditions and confirmation of cover.

(3) Upon request by the client, EUROCS GmbH shall provide proof of the existence of insurance cover by means of appropriate documentation (e.g. insurance confirmation / policy).

(4) The insurance documents valid at the time of the respective loss event shall be authoritative.

§ 13 Payment of Remuneration

(1) Services are invoiced monthly. Remuneration is due immediately upon receipt of the invoice.

(2) Set-off and retention of remuneration are not permitted, except in the case of an undisputed or legally established claim.

(3) In the event of default in payment despite a reminder, the contractor's obligation to perform and its liability are suspended, without the client being released from the obligation to pay for the contract period or from the contract altogether. Otherwise, § 286(3) of the German Civil Code (BGB) applies.

§ 14 Price Adjustment

In the event of a change to or the introduction of statutory taxes, levies, insurance premiums, vehicle operating costs, wage costs and ancillary wage costs, in particular as a result of the conclusion of new wage, framework or other collective agreements, the remuneration shall be adjusted by the amount by which the hourly billing rate for the performance of the contract has changed due to the change in wage costs, ancillary wage costs and other costs referred to above, plus the applicable statutory taxes and levies.

§ 15 Commencement and Amendments

(1) The contract is binding on the contractor from the moment the written order confirmation reaches the client.

(2) Collateral agreements, amendments, supplements or restrictions to the contract require written form.

§ 16 Non-Solicitation and Contractual Penalty

(1) The client is not permitted to induce employees of the contractor to terminate their employment and enter into a new service or employment relationship as independent or employed staff of the client. This provision also applies for six months after termination of the contract.

(2) If the client culpably breaches the provisions of paragraph 1, it is obliged to pay a contractual penalty equivalent to six times the monthly fee.

§ 17 Place of Jurisdiction and Performance

If the client is a merchant, a legal entity under public law, or a special fund under public law, the place of performance and jurisdiction is the registered office of the company's principal establishment (Frankfurt am Main). This jurisdiction agreement also expressly applies in the event that a) the party to be sued relocates its registered office, domicile and/or habitual residence after conclusion of the contract. b) claims arising from the contractual relationship are pursued by means of debt collection proceedings.

§ 18 Severability

If any individual provisions of this contract should be legally invalid, they shall be reinterpreted so as to achieve the economic purpose associated with the invalid provision. The validity of all other provisions shall not be affected thereby.

As of: 1 May 2026

EUROCS GmbH, Frankfurt am Main