



Contract for Security Service Arrangement

Year 20__

This Contract is made on _____, between:

1. M/s. Walsons Services Private Limited, a company incorporated under the Companies Act, 1956, having its corporate office at 461, Udyog Vihar, Phase-V, Gurgaon, Haryana (a group company of Securitas AB, Sweden, hereinafter referred to as "Securitas India") of the First Part; AND
2. _____, [a company incorporated under the Companies Act, 1956,] having its office / premises at _____ (hereinafter referred to as "_____") of the Second Part.

Page 1 of 8

Whereas SECURITAS INDIA is engaged in the business of providing Security Services to various companies, corporate offices, Banks, etc. through out India, represented by its Authorized Representative Mr. _____ Designation _____.

AND, Whereas _____ is engaged in the business of _____ represented by its Authotized Representative Mr. _____ Designation _____.

1. Securitas India will provide Security Service arrangements at the offices/premises of _____ State in terms of Appendix A.
2. The Contract shall commence from _____ and continue to run for a term of _____ year from the effective date and thereafter automatically renewed for consecutive _____ year periods until terminated by either party, in writing, at least thirty (30) days prior notice to end on an anniversary of the Effective Date. If any Services are provided prior to the Effective date, this Agreement shall apply to such Services.

DEFINITIONS:

"Agreement" means these terms and conditions, the schedules and any exhibits or attachment hereto.

"Customer" means the customer specified in the schedule.

"Effective Date" means the date specified in the Schedule.

"In writing" or "Written Document" shall include any written communication which has been signed by a person authorized to represent the party, including, but not limited to printed documents, facsimiles, e-mails and other electronic means of communication.

"Losses" means losses as stipulated in applicable law including, but not limited to, any and all claims, losses, liabilities, damages, actions, demands or expenses (including, but not limited to, all reasonable attorneys fees or costs of suit which a party may incur as a result of or in connection with the provisions of the Services under this Agreement).

"Schedule" the cover page to which these terms and conditions are attached.

Securitas India
(Walsons Services Pvt. Ltd.)

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Walsons House
461, Udyog Vihar, Phase V
Gurgaon-122016, Haryana
India

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+91-124-4718888
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“Scope of Work” means the specification of the Services provided by Securitas India to the Customer under this Agreement, incorporated into this Agreement by reference, and attached hereto as Exhibit A. (Service Agreement for some jurisdictions)

“Service Fee” means Securitas India’s charges to the Customer for the provision of the Services as set out in the [Scope of Work/ Exhibit B/ Service Agreement] as well as charges for any additional services agreed between the parties. Such charges may be varied from time to time in accordance with the terms of this Agreement.

“Services” means the Services to be provided by Securitas India under this Agreement, as specified in the Scope of Work.

“Securitas India” means the Walsons Services Pvt. Ltd. a group company of SECURITAS AB, Sweden, specified in the Schedule.

“Site/s” means such premises at which the Services are to be performed, as specified in the Scope of Work.

Page 2 of 8

SECURITAS INDIA AND _____ AGREE TO THE FOLLOWING TERMS AND CONDITIONS.

SCOPE AND PERFORMANCE OF SERVICES:

1. Securitas India agrees to provide the Services to the Customer under the specific terms set out in this Agreement. All equipment, software, materials and / or documentation supplied by Securitas India shall always be the property of Securitas India, unless otherwise agreed in writing between the parties.
2. Securitas India will arrange deployment of trained and uniformed personnel with best endeavors to conduct the offered services and assist in protection of legitimate interests and items at the office/premises of _____
3. The Security personnel deployed at _____ establishment will be employees of Securitas India and the necessary statutory requirements such as minimum wages, ESI, PF etc. shall be the responsibility of Securitas India, who is registered with PF and ESI in the name of Walsons Services Pvt. Ltd only to the extent paid by the client.
4. Securitas India shall have right to change personnel assigned for the Services at any time. The customer may request changes in Securitas India’s personnel, but Securitas India in its sole discretion will determine any action to be taken based upon such a request. Customer requests to change personnel shall be made in writing stipulating the reasons for requesting the changes.
5. Securitas India will provide necessary supervision to ensure suitable performance of the offered security service in accordance with the existing assignment brief agreed upon between the parties to the Contract.
6. Securitas India will perform the offered Security service, acts and matters connected with the administration, superintendence, and conduct of security arrangements on the basis of the terms defined herein and in accordance with such amended directions that _____ may from time to time desire, as are earlier mutually agreed between the parties to the Contract.
7. Securitas India shall not be obliged to follow any instructions of the Customer other than those specified in the Scope of Work. If, in the performance of the Services, the Customer gives instructions outside the Scope of Work, which alter or affect the performance of the Services,



the Customer shall be solely responsible for all consequences deriving from such instructions and shall indemnify Securitas India harmless in respect thereof.

8. Subject to the terms of this Agreement, each party may request reasonable adjustments and/or additions to the Services by giving written notice thereof to the other party. Should such adjustments and/ or additions in Securitas India's opinion require an adjustment, Securitas India shall notify the Customer of such required adjustments to the Service Fee. The parties shall negotiate in good faith on any and all requested adjustments and/or additions to the Services, the Service Fee or this Agreement. In order for any changes to the Services, Service Fees and/or this Agreement to be binding for the parties, all adjustments and/or additions must be agreed in writing with an authorized official of the relevant parties. For the purpose of clarity, Securitas India's employees providing the Services are not entitled to agree to adjustments and/or additions to the Services unless it is agreed in writing between both parties. However, Securitas India shall be entitled to amend the Agreement in order to comply with public instructions, orders, rules and legislations applicable to the Services to be provided hereunder. Such amendments shall be deemed to have been accepted by the Customer unless expressly opposed in writing within ten (10) days from their communication. In case of opposition, Securitas India shall be entitled to terminate the Agreement for good cause.
9. Securitas India does not guarantee a function or result of the Services or accept overall responsibility for the Security at the Customer's Site/s. Unless otherwise agreed in the Scope of Work, Securitas India is not engaged as a Security Consultant. Securitas India makes no representation, express or implied, that its Services will prevent any loss or damage. However, Securitas India is committed to perform its duties with due diligence.

Page 3 of 8

SERVICE FEES:

1. The Customer shall pay the Service Fee to Securitas India for the provision of the Services as specified in Scope of Work.
2. Service Fee Adjustment: Securitas India shall be entitled to adjust the Service Fee during the term of this Agreement upon ten (10) days written notice to the Customer in case Securitas India's costs for the provision of the Services increase due to (i) increased labour costs or costs related to cars or other equipment provided, (ii) changes in insurance premiums and/ or (iii) changes in legislation or regulations relating to the Services.
3. Service Tax: All sums payable under this Agreement are exclusive of Service Tax and other taxes or duties as applicable, which shall be payable in addition to the specified Service Fees.

PAYMENT:

1. Securitas India will raise the monthly bills to _____ at the mutually agreed prices, for the services on or about the first working day of each month for the service provided for the pervious month. _____ will make the total payment of the bills within five working days from the presentation of bills by Securitas India, each month, by way of cheque/Demand Draft/ Bank Transfer issued in the name of "Walsons Services Private Limited", to enable Securitas India to pay all the deployed and deputed work force by seven of the month as applicable by laws. The parties agree that the payout under the contract is contingent upon timely payments by _____ to the Securitas India. This is done to protect the principal employer's interest.
2. However, Securitas India is committed to fund for the salary of the Security Personnel deployed at the site for the first Salary Circle on completion of performance of the preceding month. But from the next salary circle, Securitas India will make payment to the deployed Security Personnel of the site only after getting its invoices remitted by the Client.
3. Customer's Failure in Payment: In case of Customer's failure to pay any amount when due will be considered a material breach by the Customer. A late charge of 1.5% per month will be added to balances not paid within thirty (30) days of the date of invoice. Customer must notify Securitas India in writing of any dispute regarding the amount of an invoice within three(3) days from the date of receipt of the invoice, otherwise all disputes will be deemed waived. Customer will bear all costs associated with Company receiving payments due for services rendered under this Agreement. Securitas India may institute suit or collection services to



collect amounts owed to Securitas India under this Agreement and the Customer agrees to pay all costs including Attorney's Fee of such suit or collection.

4. **Suspension:** In the event of payment delay, Securitas India may suspend the performance of Services rendered under this Agreement, upon ten (10) days prior written notice. Suspension will not release the Customer from any of its obligations under this Agreement,
5. **Immediate Cash Payment:** In case of non-payment based on liquidity problems of the Customer, Securitas India may condition the continued performance of the Services on immediate cash payment for Services already rendered (whether or not invoiced) and/or for Services to be rendered.

LIMITATION OF LIABILITY:

1. **Liability for Losses:** Securitas India's liability for Customer Losses and any other liability under this Agreement shall be limited as set out under in this Article. The Customer agrees that the Service Fee reflects Securitas India's assessment of the risks and exposures based on information provided by the Customer and that the Agreement and the Scope of Work is conditioned upon the fact that Securitas India's liability in this Agreement is limited as provided herein.
2. **Exclusion of Indirect and Consequential Damages:** Securitas India shall in no event be liable for any indirect or consequential damages, including, but not limited to, loss of profit, purely financial loss, loss of income, business or revenue, even if Securitas India has been advised of the possibility of such losses or damages. Further, Securitas India will not be held responsible for any damages / sabotage and other acts caused to the premises of the Customer due to activities of trade unions / riots etc. or any other events of "force majeure", acts of God / Nature etc. which are considered as beyond the direct control of Securitas India.
3. **Negligent or Willful Act of personnel of Securitas India:** Securitas India will be responsible for damages or loss arising directly from the negligence or willful act of its personnel within the defined responsibilities assigned to them subject to force majeure, timely payments of invoices and the report of a joint committee represented equally. In case of any theft or negligence the Client will inform the Service Provider of the incident within the shortest possible time and provide a copy of the FIR filed and any other document which is required by the Service Provider to realize the insurance claim.
4. **Maximum Liability:** Notwithstanding anything to the contrary in this Agreement the liability of Securitas India shall be restricted upto a maximum amount equivalent to the Service Margins of one month.
5. **Notification Limits for Claims:** The Customer shall notify Securitas India of any claim arising from the Services in reasonable detail and in writing within ten (10) days on which the Customer became aware (or should reasonably have become aware) of the occurrence giving rise to the claim, provided, however, that if the Customer does not provide such notice to Securitas India within thirty (30) days from the occurrence, Securitas India shall have no obligation to pay any compensation whatsoever relating to such claim.

Page 4 of 8

UNDERTAKES TO:

1. Pay to Securitas India an amount based on unit rates as agreed (Appendix "A & B")
2. _____ for the security arrangement would, however, vary with the changes in the number of security personnel and arrangement, as may amend the amount of charges.
3. Make timely payments after presentation of bills within five clear working days.
4. Make payments by way of cheque/Demand Draft/ Bank Transfer issued in the name of "Walsons Services Private Limited" payable at New Delhi. In the event that any of the



payments due to Securitas India pursuant to this Agreement are overdue beyond 30 days, Securitas India shall be entitled to claim interest on the outstanding amount at the rate of 1.5% per month, from the date on which the sum became due until the date on which payment is received.

5. Not make any short payments or apply deductions except the statutory deductions without prior formal acceptance by both parties. _____. If any deductions are agreed after mutual discussions, such deductions would be adjusted in the bills in the following month.
6. Separately pay extra for any additional services requested that are beyond and is in addition to the security service arrangement referred in this Contract.
7. _____ would, at its sole cost, arrange complete valid insurance cover for their entire premises, property and all belongings at the subject premises.
8. To immediately inform Securitas India of any changes that in the opinion of _____ could impact the security arrangements of the premises or that necessitate a change in the assignment supervision / instructions.
9. The security service arrangement stipulated in this Contract is for the captive use of _____ and will not be sub-contracted or used by or for any third party.
10. To not Contract or employ any employee/s of Securitas India within a period of twelve months of having left the services of Securitas India or within twelve months from the date of termination of this Contract, for security services or any other employment.
11. _____ will be carrying out a monthly appraisal of services provided during the month and report critical incidents if any to Securitas India.
12. Indemnification: The customer shall indemnify and hold Securitas India harmless from and against any losses, which Securitas India may incur or which may be made against Securitas India by any third party as a result of or in connection with the performance of the Services under this Agreement unless such Losses arise from any negligent act or omission on the part of Securitas India, its employees, agents or subcontractors.

Page 5 of 8

SECURITAS INDIA AND _____ BOTH AGREE THAT:

1. _____ will pay Services Tax under Notification issued by Government of India, Ministry of Finance, on the total billing per month. Any revisions / increases in statutory levies would be payable by _____.
2. _____ shall have the right to recommend, within reason, the change of any security personnel, within 24 Hours. Similarly, Securitas India reserves the rights to change / rotate the Security personnel, with prior intimation of 2 days to _____.
3. The rates charged under this contract are governed by the applicable minimum wages and other statutory costs at that time of deployment of services by Securitas India, for the relevant State / Central Government and any increase in statutory obligations including minimum wages by such govt. will attract pro-rata increase in the price. Securitas India will raise invoices incorporating such revisions / amendments in it and the _____ will remit payment accordingly.
4. _____ will deduct TDS, as per applicable tax laws and applicable Government rules and will issue the appropriate TDS certificate to Securitas India, required to be issued under applicable tax laws, in the name of "Walsons Services Private Limited".



5. In case of any negligence on part of the security personnel deployed at the office/premises which cause loss/damage to the Client, an investigation will be conducted by a Joint Investigation Committee comprising of equal number of members of both the parties and will submit its report, fixing responsibility of such negligence, to both the Management.

TERM AND TERMINATION OF CONTRACT

1. This Contract is valid for _____ year from the date of commencement and will be automatically renewable for equal periods on mutually agreed revised terms unless either party terminates the same by giving one month's notice in writing before the end of the Contract period or payment in lieu of the notice period. However, either party may terminate this contract without any cause or penalty for convenience by giving prior notice in writing of one month to the other party.
2. Either party may terminate this Agreement for good cause upon ten (10) days' prior notice to the other party. Good Cause for Securitas India will include, without limitation: (a) any material or persistent minor breach by Customer of its obligations under this Agreement, (b) cancellation of or a material change to any of Securitas India's insurance coverage relevant to this Agreement, (c) a change in applicable laws or regulations that has a material affect on, or causes a material change to the obligations of Securitas India under this Agreement,(d) if the Customer becomes insolvent, an application for insolvency procedure or similar has been submitted by or against the Company, or (e) any act, omission or conduct of the Customer, which in Securitas India's reasonable opinion, brings or may bring Securitas India's business or reputation into disrepute.
3. In case of termination of the contract between the Client and the Service Provider, for any reasons whatsoever, or without any reasons for convenience, it shall be the obligation of the Client to settle the dues of the Service Provider in full before the actual withdrawal of service. Any delay in remitting the full and final payment will result in the Service Provider continuing to occupy the site and billing the Client for the period on full rates but with no obligations. If termination of this Agreement is due to Customer's material breach of this Agreement, the Customer shall reimburse Securitas India for any loss incurred due to such breach.
4. Upon termination of this Agreement, Securitas India shall be discharged from all further performance under this Agreement and shall be entitled to enter the site/s and recover any equipment, materials, software and/or documents (including but not limited to retrieval and/or destruction of electronic documents and data) belonging to Securitas India.

Page 6 of 8

GROUND FOR RELIEF:

1. Force Majeure: The following circumstances shall be considered as grounds for relief if they delay or impede the performance of this Agreement: any circumstance beyond the direct control of a party such as fire, war, mobilization of military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, hi-jacking or an act of terrorism, epidemic, pandemic, shortage of Transport, general shortage of materials or personnel, strikes or other industrial disputes and defects or delays in deliveries by sub-contractors caused by any such circumstances as referred to in this Article.
2. Notice: The party intending to claim relief under above Article shall inform the other party without delay on the occurrence and on the cessation of such circumstance.
3. Customer's Relief: If grounds for relief prevent the Customer from fulfilling its obligations, the Customer shall reimburse Securitas India for costs incurred in securing and protecting the site/s. The Customer shall also reimburse Securitas India for costs incurred for personnel, sub-contractors and equipment which, with the consent of the Customer, are held in readiness to resume the Services.
4. Termination Relief: Notwithstanding any other provision of this Agreement, a party shall be entitled to terminate this Agreement and the Services with immediate effect by written notice to the other party if performance of the respective undertakings is delayed more than thirty (30) days by reason of any grounds for relief as described in the said Article of Force Majeure.



CONFIDENTIALITY AND DATA PROTECTION:

1. Confidential Information: Each party shall keep confidential and shall not disclose any confidential information of the other party disclosed to it in connection with this Agreement except as required for the purpose of the delivery of Services and performance of any other duties under this Agreement. Information shall be considered to be confidential if it has been designated as confidential by the disclosing party at the time of disclosure, or if it, considering all the circumstances surrounding the disclosure, ought reasonably to be understood by the receiving party to be confidential. For purpose of clarity, Securitas India's Service Plans (the "Security manual" and/ or similar documentation) shall always be considered as confidential information for the purpose of this Article. And is protected by intellectual property rights. Neither party will have any duty of confidentiality under this Agreement with respect to information which: (i) is or subsequently becomes publicly available without breach of any obligation under this Agreement, (ii) was in the possession of the other party prior to the time of first disclosure hereunder, (iii) is developed by the other party without any use of or reference to any confidential information received from the disclosing party, (iv) is obtained without restriction from a third party reasonably believed by the other party to be free to provide such information without breach of any obligation owed to the disclosing party, (v) is disclosed with the prior written approval of the disclosing party, or (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other Government Body.
2. Data Protection: The parties acknowledge that access and distribution of personal information of the other party or its employees, agents or related parties may be necessary for the proper performance of the Services as set out in this Agreement. Both parties agree to use any personal information obtained through out the performance of this Agreement with care, in keeping with all applicable rules and regulations and to use such information only for the purpose of performing their duties as set out in this Agreement.

MISCELLANEOUS:

1. Independence: Securitas India is an independent contractor. Nothing in this Agreement shall create a partnership or relationship of principal or agent or employer and employees.
2. Severability: If any provision of this Agreement is held to be unenforceable, it shall be modified so that it is enforceable to the maximum extent permitted under applicable laws and all other terms shall remain in full force. If the unenforceable provision cannot be so modified, it will be excluded from this Agreement, and all other terms of this Agreement will remain in full force.
3. Notices: All notices to be delivered under this Agreement shall be in writing and made by courier, facsimile, overnight mail or certified mail, addressed to the other party at its address set forth in the schedule or at such other address as the other party may have designated in writing. Any notice so sent shall be deemed received as follows: (i) if hand delivered, on delivery, (ii) if by commercial courier, on delivery, (iii) if by registered mail three (3) business days after mailing, and (iv) if by facsimile, upon receipt.
4. Assignment: neither party will assign this Agreement without the other party's written consent, which shall not be unreasonably withheld. However, Securitas India may assign this Agreement at any time to any of its affiliates, subsidiaries or successors.
5. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and correspondence, oral or written, between the Securitas India and the Customer. Any representations, promises or agreement will not be enforceable.
6. Changes and Amendments: All changes and amendments to this Agreement, or any part hereof, will be binding on either party only if approved in writing by an authorized representative of that party.
7. Survival: This Agreement shall terminate by expiry or by termination of the Agreement in accordance with its terms. Articles that by their wording have effect after the termination shall continue to apply between the parties according to the terms of that Article.



SETTLEMENT OF DISPUTE AND JURISDICTION

1. Any claim, dispute, or controversy arising out of, or in relation to, this Contract, the interpretation thereof, the activities performed hereunder, or the breach thereof, which cannot, within a period of 30 days, be satisfactorily resolved by mutual understanding between the parties, shall be finally settled through arbitration.
2. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 by a sole arbitrator, who shall be mutually appointed by the parties. The venue of arbitration shall be New Delhi and the arbitration proceedings shall be conducted in the English language. The parties mutually agree that the arbitration award shall be final and binding on the parties.
3. The Parties submit to the exclusive jurisdiction of the Courts of Delhi.

Page 8 of 8

For, *Walsons Services Pvt. Ltd.*

For, _____

Authorized Signatory

Authorized Signatory

Name:

Name:

Date:

Date:

Company Seal:

Company Seal