

[INSERT DATE] [插入日期]

SUPPLY OF SERVICES AGREEMENT 服务供应协议

between

SECURITAS [INSERT SECURITAS ENTITY NAME] SECURITAS
[插入SECURITAS实体名称]

and

[PLEASE INSERT THE DETAILS OF THE SERVICE PROVIDER AS PER ITS COMMERCIAL LICENSE] [请根据其商业许可证插入服务提供商的详细信息]

IN RESPECT OF 关于

[INSERT SUBJECT MATTER] [插入主题]

THIS AGREEMENT is dated [Please insert date]

本协议于[请插入日期]

PARTIES

- (1) [PLEASE INSERT THE DETAILS OF SECURITAS a [INSERT LEGAL STRUCTURE] incorporated and registered under the laws of [INSERT COUNTRY NAME], holding a commercial license number [PLEASE INSERT NUMBER] whose principal place of business is at [PLEASE INSERT BUSINESS ADDRESS (“Securitas” or the “Customer”).

[请插入 SECURITAS 的详细信息], 是一家根据[插入国家名称]的法律注册成立的[插入法律结构], 持有商业许可证[请插入编号]的公司, 其主要营业地位于[请插入营业地址] (以下简称“SECURITAS”或“客户”)

- (2) [PLEASE INSERT THE DETAILS OF THE SERVICE PROVIDER AS PER ITS COMMERCIAL LICENSE], a [INSERT LEGAL STRUCTURE] incorporated and registered in [•] holding a commercial license number [PLEASE INSERT NUMBER] whose principal place of business is at [PLEASE INSERT BUSINESS ADDRESS] (the “Service Provider”).

[请根据其商业许可证插入服务提供商的详细信息], 是一家在[•]注册成立的[插入法律结构], 持有商业许可证[请插入编号]的公司, 其主要营业地位于[请插入营业地址] (以下简称“服务提供商”)。

BACKGROUND

背景

- (a) The Service Provider is a well-established reputable organization specialized in providing the services described in this Agreement.
服务提供商是一家信誉良好的机构, 专门提供本协议中所述的服务。
- (b) The Service Provider offered to provide certain services to Securitas who agreed to receive such services on the terms set out in this Agreement.
服务提供商提议向 Securitas 提供某些服务, Securitas 同意按照本协议规定的条款接受该等服务。

AGREED TERMS

约定条款

1. INTERPRETATION 解释

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.
本条中的定义和解释规则适用于本协议。

Cover Page” means the cover page to which these terms and conditions are attached.

“封面页”指本协议条款和条件所附的封面页。

Deliverables: all Documents, products, and materials developed by the Service Provider and/or employees in relation to the Services in any form, including data, reports, and specifications (including drafts).

可交付物: 由服务提供商和/或员工以任何形式开发的与服务相关的所有文件、产品和材料，包括数据、报告和说明书（包括草案）。

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other images, tape, disk, or other device or record embodying information in any form.

文件: 除任何书面文件外，还包括任何图纸、地图、平面图、图表、设计、图片或其他图像、磁带、磁盘或其他以任何形式载有信息的设备或记录。

In-put Material: all Documents, information, and materials provided by Securitas relating to the Services, including data, reports, and specifications.

输入材料: Securitas 提供的与服务相关的所有文件、信息和材料，包括数据、报告和说明书。

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

知识产权: 所有专利权、发明权、实用新型权、版权和相关权利、商标、服务标志、贸易、商业和域名、商业外观或外观权、商誉权或假冒起诉权、不公平竞争权、设计权、计算机软件权、数据库权、地形权、机密信息权（包括专有技术和商业秘密）和任何其他知识产权；在每种情况下，无论是注册的还是未注册的，包括在世界任何地方对此类权利的所有申请、更新或延期，以及所有类似或等效的权利或保护形式。

Key Personnel: any member of the Service Provider's Team identified by Securitas as being key for this Agreement's purposes and appointed under clause
关键人员: 服务提供商团队中被 Securitas 确定为本协议目的的关键成

员，并根据第 3.3 条任命的服务提供商团队的任何成员

Personal Data: information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person; (b) information relating to the education or the medical, financial, criminal or employment history of the person; (c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person; (d) the biometric information of the person; (e) the personal opinions, views or preferences of the person; (f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; (g) the views or opinions of another individual about the person; and (h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

个人数据:与可识别的、在世的自然人以及(如适用)在适用情况下可识别的、现有的法人有关的信息，包括但不限于(a)与个人的种族、性别、妊娠、婚姻状况、民族、种族或社会出身、肤色、性取向、年龄、身体或精神健康、福利、残疾、宗教、道德、信仰、文化、语言和出生有关的信息；(b)有关个人教育或医疗、财务、犯罪或工作经历的信息；(c)任何身份识别号码、符号、电子邮件地址、实际地址、电话号码、位置信息、在线标识符或对个人的其他特定分配；(d)个人的生物特征信息；(e)个人意见、观点或偏好；(f)个人发出的默示或明示具有私人或机密性质的通信，或可能披露原始通信内容的进一步通信；(g)他人对个人的看法或意见；以及(h)个人的姓名，如果该姓名与该人有关的其他个人信息一起出现，或者披露姓名本身会泄露有关该人的信息。

Sanctions: means economic or financial sanctions or trade embargoes or other equivalent restrictive measures imposed, administered or enforced from time to time by any of the European Union, the governments of other member states of the European Union, the United Nations Security Council, the United States government or an United States agency (including OFAC, the US State Department, the US Department of Commerce and the US Department of Treasury) or the equivalent regulator of any other country which is relevant to this Agreement.

制裁:指欧盟、欧盟其他成员国政府、联合国安理会、美国政府或美国机构（包括海外资产控制办公室、美国国务院、美国商务部和美国财政部）或与本协议相关的任何其他国家的同等监管机构不时实施、管理或执行的经济或金融制裁或贸易禁运或其他同等限制性措施。

Sanctions List: means any of the lists of specifically designated nationals or designated persons or entities (or equivalent) in relation to Sanctions, each as amended, supplemented or substituted from time to time.

制裁名单: 指制裁所涉及的任何特别指定国民或指定人员或实体（或同等人员）名单，每一份名单均不时修订、补充或替换。

Securitas: means the Securitas company specified in the Cover Page.

Securitas: 指封面页中指定的 Securitas 公司。

Securitas' Equipment: any equipment, systems, cabling, or facilities provided by Securitas and used directly or indirectly in the supply of the Services.

Securitas 的设备: 由 Securitas 提供并直接或间接用于提供服务的任何设备、系统、布线或设施。

Services: the services to be provided by the Service Provider under this Agreement, as set out in Schedule 1 and the Service Provider's obligations under this Agreement, together with any other services which Securitas agrees to take from the Service Provider.

服务: 附件 1 中规定的服务提供商根据本协议提供的服务和服务提供商在本协议项下的义务，以及 Securitas 同意从服务提供商处获得的任何其他服务。

Service Provider's Equipment: any equipment, including tools, systems, cabling, or facilities, provided by the Service Provider and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to Securitas.

服务提供商的设备: 由服务提供商提供并直接或间接用于提供服务的任何设备，包括工具、系统、电缆或设施，这些设备不属于双方之间将所有权转移给 Securitas 的单独协议的主题。

Service Provider's Manager: the Service Provider's manager for the Services appointed under clause **错误!未找到引用源。** .

服务提供商经理: 根据第 3.3 条任命的服务提供商经理。

Service Provider's Team: the Service Provider's Manager, its employees, and consultants in relation to the Services and those appointed under clause **错误!未找到引用源。** .

服务提供商团队: 服务所涉及的服务提供商经理、员工、顾问以及根据第 3.3 条任命的人员。

Start Date: means the date when the services commence as per clause 2.2.

开始日期: 指根据第 2.2 条开始服务的日期。

- 1.2 A **person** includes a natural, corporate or unincorporated body (whether or not it has a separate legal personality) and that person's legal and personal representatives, successors, and permitted assigns.
人包括自然人、法人团体或非法人团体（无论其是否具有独立法人资格）以及该人的法定代表人和个人代表、继承人和许可受让人。
- 1.3 The schedules and background form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules and background. In the event of a conflict, inconsistency, or contradiction between the schedules to this Agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail.
附件和背景构成本协议的一部分，应与本协议正文中的全部规定具有同等效力。对本协议的任何提及均包括附件和背景。如果本协议的附件与本协议的规定存在冲突、不一致或矛盾之处，应以本协议的规定为准。
- 1.4 Words in the singular shall include the plural and vice versa.
单数形式词语应包括其复数形式，反之亦然。
- 1.5 A reference to in **writing** or **written** shall include any written communication which has been signed by a person authorised to represent the party making the communication, including, but not limited to printed documents, facsimiles, e-mails and other electronic means of communication.
书面提及时，应包括由授权代表通信方的人员签署的任何书面通信，包括但不限于印刷文件、传真、电子邮件和其他电子通信方式。
- 1.6 Where the words include(s), including, or in particular are used in this Agreement, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.
如果本协议中使用“包括”或“特别”等词语，则视为具有“但不限于”以下词语。在上下文允许的情况下，词语“其他”和“另行”是说明性的，不应限制其前面词语的含义。
- 1.7 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce to that thing being done.
本协议中任何人不得做某事的任何义务包括不同意、不允许、不许可或不默许该行为的义务。
- 1.8 References to clauses and schedules are to the clauses and schedules of this Agreement.
凡提及条款和附件均指本协议的条款和附件。

2. COMMENCEMENT AND DURATION

生效日和持续期间

2.1 The Service Provider shall provide the Services to Securitas and the Authorised Service Recipients on the terms and conditions of this Agreement.

服务提供商应按照本协议的条款和条件向 Securitas 和授权服务接受方提供服务。

2.2 The Service Provider shall provide the Services from [Please insert date] (the “Start Date”).

服务提供商应从【请插入日期】（以下简称“开始日期”）开始提供服务。

2.3 The Services supplied under this Agreement shall continue to be supplied for a period of [Please insert duration] from the Start Date (the “Term”) OR [until completion of the Services to the satisfaction of Securitas], unless this Agreement is terminated in accordance with clause 12.

除非本协议根据第 12 条终止，否则根据本协议提供的服务应自开始日期起[请插入持续期间]（以下简称“有效期”）内或[直至服务完成并令 Securitas 满意]的期间内持续提供。

2.4 Some of the Services may have been provided by the Service Provider prior to the Start Date. To the extent such Services have been provided, they are deemed to have been provided under this Agreement. The Service Provider agrees that all such Services have been performed to the standard required and in compliance with the scope and the terms, conditions, and provisions set out in this Agreement as if the Service Provider had (at the time such Services had been performed) been subject to the terms, conditions, and provisions of this Agreement. For the avoidance of doubt, Securitas’ payment obligation shall not extend to the Services provided prior to the Start Date unless agreed explicitly in writing by Securitas.

部分服务可能已由服务提供商在开始日期之前提供。就已提供的服务而言，该等服务视为已根据本协议提供。服务提供商同意，所有该等服务均已按照要求的标准履行，并符合本协议规定的范围、条款、条件和规定的约束。为免存疑，除非经 Securitas 明确书面同意，否则 Securitas 的付款义务不得延伸至开始日期之前提供的服务。

3. SERVICE PROVIDER'S RESPONSIBILITIES 服务提供商的责任

3.1 The Service Provider shall provide the Services, deliver the Deliverables to Securitas or to any Authorised Service Recipients, and allocate sufficient resources to the Services to enable it to comply with this obligation, using the highest levels of care and skill.

服务提供商应向 Securitas 或任何授权服务接受方提供服务、交付可交付

物，并为服务分配足够的资源，使其能够以最高的保护和技能水平履行本义务。

- 3.2 The Service Provider shall meet, and time is of the essence as to, any performance dates specified in ~~错误!未找到引用源。~~. Where no performance dates are specified, the Service Provider shall perform its obligations under this Agreement promptly and as soon as reasonably practicable. If the Service Provider fails to do so, Securitas may (without prejudice to any other rights it may have):

服务提供商应满足附件 1 中规定的任何履行日期，且时间至关重要。如果未规定履行日期，服务提供商应在合理可行的情况下尽快履行其在本协议项下的义务。如果服务提供商未能这样做，Securitas 可以（在不损害其可能拥有的任何其他权利的情况下）：

- (a) terminate this Agreement in whole or in part without liability to the Service Provider;
全部或部分终止本协议，就此无需向服务提供商承担任何责任；
- (b) refuse to accept any subsequent performance of the Services which the Service Provider attempts to make;
拒绝接受服务提供商试图提供的任何后续服务；
- (c) purchase/avail substitute services from elsewhere;
从别处购买/利用替代服务；
- (d) hold the Service Provider accountable for any loss and additional costs incurred; and
要求服务提供商对由此产生的任何损失和额外费用负责；以及
- (e) have all sums previously paid by Securitas to the Service Provider under this Agreement refunded by the Service Provider with respect to Services not provided to Securitas.
要求服务提供商就未向 Securitas 提供的服务退还 Securitas 之前根据本协议支付给服务提供商的所有款项。

- 3.3 The Service Provider shall: 服务提供商应：

- (a) co-operate with Securitas in all matters relating to the Services;
配合 Securitas 处理所有服务相关事宜；
- (b) subject to the prior written approval of Securitas, appoint or, at the request of Securitas, replace without delay Key Personnel or Service Provider's Manager or any Service Provider's Team member.
经 Securitas 事先书面批准，任命（或应 Securitas 的要求，立即更换）关键人员或服务提供商的经理或任何服务提供商团队成员；
- (c) procure the availability of the Service Provider's Manager and Key Personnel, and Service Provider's Team to provide the Services during the term of this Agreement;
确保服务提供商的经理和关键人员以及服务提供商团队在本协议有效期内提供服务；

- (d) promptly inform Securitas of the absence (or anticipated absence) of the Service Provider's Manager, any Key Personnel, or member of the Service Provider's Team, in which case, the Service Provider shall provide a suitably qualified replacement;
将服务提供商的经理、任何关键人员或服务提供商团队成员缺勤（或预计缺勤）的情况及时通知 Securitas，在这种情况下，服务提供商应提供合格的适当替代人员；
- (e) not make any changes to the Service Provider's Manager, Key Personnel, or Service Provider's Team without the prior written approval of Securitas; and 未经 Securitas 事先书面批准，不得对服务提供商的经理、关键人员或服务提供商团队进行任何变更； 以及
- (f) ensure that the Service Provider's Team uses the highest standards of skill and care in the performance of the Services.
确保服务提供商团队在履行服务时采用最高标准的技能和保护。

3.4 The Service Provider shall: 服务提供商应:

- (a) Observe, and ensure that the Service Provider's Team observes all health and safety rules and regulations and any other security requirements, policies, and procedures that apply at any of Securitas' premises. Securitas reserves the right to refuse the Service Provider's Team access to its premises, which shall only be given to the extent necessary for the performance of the Services; 遵守并确保服务供应商的团队遵守适用于 Securitas 任何场所的所有健康和安规则条例以及任何其他安全要求、政策和程序。 Securitas 保留拒绝服务提供商团队进入其场所的权利，仅在履行服务所必需的情况下给予该权利；
- (b) notify Securitas as soon as it becomes aware of any health and safety hazards or issues that arise in relation to the Services; and 一旦发现与服务相关的任何健康和安全隐患或问题，立即通知 Securitas； 以及
- (c) before the date on which the Services are to start, wherever applicable, obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation, in relation to:
在服务开始日期之前，在适用的情况下，就下列事项取得并始终保持所有必要的许可和同意，并遵守所有相关法律：
 - (i) the Services; 服务；
 - (ii) the installation of the Service Provider's Equipment; 安装服务提供商的设备；
 - (iii) the use of In-put Material; 使用输入材料；
 - (iv) the use of all Documents, information, and materials provided by the Service Provider or its employees relating to the Services which existed prior to the commencement of this Agreement, including data, reports, and specifications; and 使用服务提供商或其员工提供的与本协议生效前已存在的

服务有关的所有文件、信息和材料，包括数据、报告和规范；和

- (v) the use of the Securitas' Equipment in relation to the Service Provider's Equipment.
与服务提供商设备相关的 Securitas 设备的使用。

4. OBLIGATIONS OF SECURITAS SECURITAS 的义务

Securitas shall:

Securitas 应:

- (a) co-operate with the Service Provider in all the relevant matters relating to them;
配合服务提供商处理与其相关的所有相关事宜；
- (b) provide the In-put Material or such information as the Service Provider may reasonably request and Securitas considers reasonably necessary to carry out the Services; and
提供服务提供商可能合理要求的输入材料或此类信息，以及 Securitas 认为履行服务合理必要的信息
- (c) inform the Service Provider of all health and safety rules and regulations and any other reasonable security requirements, policies, and procedures at Securitas' premises.
告知服务提供商有关 Securitas 场所的所有健康和安全管理规则和条例以及任何其他合理的安全要求、政策和程序。

5. CHANGE CONTROL 变更控制

- 5.1 Securitas' Manager and the Service Provider's Manager shall meet at least once [every month/quarterly] to discuss matters relating to the Services. If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other party in writing.

Securitas 经理与服务提供商经理应至少[每月/每季度]会面一次，讨论服务相关事宜。如果任何一方希望变更服务的范围或执行，其应以书面形式向另一方提交所请求变更的详细信息。

- 5.2 If either party requests a change to the scope or execution of the Services, the Service Provider shall, within a reasonable time (and in any event not more than [five (5) working days] after receipt of Securitas' request), provide a written estimate to Securitas of:

如果任何一方请求变更服务范围或服务执行，服务提供商应在合理时间内（在任何情况下不得晚于收到 Securitas 请求后的[五（5）个工作日]），向 Securitas 提供以下内容的书面估计：

- (a) the likely time required to implement the change;
实施变更可能需要的时间；

- (b) any necessary variations to the Service Provider's charges arising from the change; and
因变更引起的服务提供商费用的任何必要变动；和
- (c) any other impact of the change on this Agreement.
变更对本协议的任何其他影响。

5.3 Unless both parties consent to a proposed change, there shall be no change to this Agreement.

除非双方同意拟议的变更，否则不得对本协议进行任何变更。

5.4 If both parties consent to a proposed change, the change shall be made only after agreement of the necessary variations to the Service Provider's charges, the Services, and any other relevant terms of this Agreement to take account of the change that has been reached and this Agreement have been varied in accordance with clause 16. 如果双方同意提议的变更，只有在同意对服务提供商的费用、服务和本协议的任何其他相关条款进行必要的变更后，才能进行变更，且本协议已根据第 16 条进行变更后，才能进行变更

5.5 Suppose the Service Provider requests a change to the scope or execution of the Services to comply with any applicable safety or statutory requirements, and such changes do not materially affect the nature, scope of, or charges for the Services. In that case, Securitas shall not unreasonably withhold or delay consent to it. Neither the Service Provider's charges nor any other terms of this Agreement shall vary due to such change. 5.5

假设服务提供商请求变更服务的范围或执行，以符合任何适用的安全或法定要求，且该等变更不会对服务的性质、范围或收费产生重大影响。在这种情况下，Securitas 不得无理拒绝或延迟同意。服务提供商的收费以及本协议的任何其他条款均不得因该等变更而发生变动。

6. CHARGES AND PAYMENT 收费和付款

6.1 In consideration of the provision of the Services by the Service Provider, Securitas shall pay the charges as set out in 错误!未找到引用源。 , which shall specify whether they shall be on a time and materials basis, a fixed price basis, or a combination of both. Clause 错误!未找到引用源。 shall apply if the Service Provider provides Services on a time and materials basis, and clause 错误!未找到引用源。 shall apply if the Service Provider provides Services for a fixed price. The remainder of this clause 错误!未找到引用源。 shall apply in either case.

作为服务提供商提供服务的对价，Securitas 应支付附件 2 中规定的费用，附件 2 应规定这些费用是基于时间和材料、固定价格还是两者兼而有之。如果服务提供商是基于时间和材料提供服务，则第 6.2 条应适用；如果服务提供商以固定价格提供服务，则第 6.3 条应适用。第 6 条的其余条款适用于任何一种情况。

6.2 Where Services are provided on a time and materials basis:

在基于时间和材料提供服务的情况下：

- (a) the charges payable for the Services shall be calculated in accordance with the Service Provider's daily fee rates for the Service Provider's Team, details of which are set out in **错误!未找到引用源。**；

服务应付费用应根据服务提供商团队的日费率计算，详情载于附件 2；

- (b) the Service Provider's daily fee rates for each person are calculated based on a **[..]**-hour day, based on **[..]**-day per week (excluding public holidays), unless otherwise specified in Schedule 1;

除非附件 1 中另有规定，否则服务提供商每人的日费率按照每周 **[..]**天（不包括公共假日）、每天 **[..]**-小时进行计算；

- (c) the Service Provider shall not be entitled to charge on a pro-rata basis for part-days worked by the Service Provider's Team unless it has Securitas' prior written consent to do so;

除非事先得到 Securitas 的书面同意，否则服务提供商无权按比例对服务提供商团队在一天内部分时段的服务按比例收取费用；

- (d) the Service Provider shall ensure that the members of the Service Provider's Team have full-time sheets recording time spent on the Services, and, subject to their written approval of them by the Securitas' Manager, the Service Provider shall use such time sheets to calculate the charges covered by each monthly invoice referred to in clause **错误!未找到引用源。**; and

服务提供商应确保服务提供商团队成员拥有记录其服务时间的全日工作时间记录表，并且经 Securitas 经理书面批准，服务提供商应使用该等工作时间记录表计算第 6.2(e)条中提及的每份月度发票所涵盖的费用；和

- (e) the Service Provider shall invoice Securitas **[bimonthly]** in arrears for its charges for time, expenses and materials for the month concerned, calculated as provided in this clause **错误!未找到引用源。** and clause **错误!未找到引用源。**. Each invoice shall set out the time spent by each Service Provider's Team member and give a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.

服务提供商应按本第 6.2 条和第 6.4 条规定的方式计算针对当月的服务时间、开支和材料的费用，并按按 **[两个月一次]**延付的方式向 Securitas 开具发票。每份发票应列出每位服务提供商团队成员提供服务所花费的时间，并提供任何开支和材料的详细明细，同时附上相关收据。

6.3 Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in **错误!未找到引用源。** of **错误!未找到引用源。**. The total price shall be paid to the Service Provider in instalments, as in **错误!未找到引用源。** of **错误!未找到引用源。**, with each instalment being conditional on the Service Provider achieving the corresponding Services. At the end of a period specified in **错误!未找到引用源。** of **错误!未找到引用源。** in respect of which an instalment is due, the

Service Provider shall invoice Securitas for the charges that are then payable, calculated as provided in clause **错误!未找到引用源。** .

在以固定价格提供服务的情况下，服务总价应为附件 2 第 1 部分规定的金额。总价应按照附件 2 第 2 部分的规定分期支付给服务提供商，每期支付以服务提供商实现相应服务为条件。在附表 2 第 2 部分规定的分期付款期限结束时，服务提供商应按照第 6.4 条的规定计算，并就届时应付的费用向 Securitas 开具发票。

- 6.4 Any fixed price and daily rate contained in **错误!未找到引用源。** of **错误!未找到引用源。** excludes the cost of hotel, subsistence, traveling, and any other ancillary expenses reasonably and appropriately incurred by members of the Service Provider's Team in connection with the Services, the cost of any materials and the cost of services reasonably and appropriately provided by third parties and required by the Service Provider for the supply of the Services. The Service Provider shall invoice such expenses, materials, and third-party services at cost. The Service Provider shall obtain Securitas' written approval before incurring any such expense, material, or service; and
就附件 2 第 1 部分所载的任何固定价格及日费率，均不包含服务提供者团队成员因提供服务而合理适当产生的酒店费、生活费、差旅费及任何其他附属开支、任何材料的成本及第三方合理适当提供的服务成本，以及服务提供者提供服务所需的服务成本。服务提供商应按成本就上述费用、材料和第三方服务开具发票。在任何上述费用、材料或服务产生之前，服务提供商应获得 Securitas 的书面批准；和
- 6.5 Securitas shall pay each invoice that is properly due and submitted to it by the Service Provider, within sixty (60) days of receipt, to a bank account nominated in writing by the Service Provider. Securitas
应在收到服务提供商提交的到期发票后六十(60)天内，将发票金额支付至服务提供商书面指定的银行账户。
- 6.6 Invoicing can only be done after service/product has been delivered (wherever applicable) and generally no later than 3 months from the date of delivery to Securitas. 仅能在服务/产品交付后（如适用）开具发票，通常不迟于交付给 Securitas 之日起 3 个月。
- 6.7 Securitas shall have the right to dispute any invoice up to 120 days from invoice payment date.
Securitas 有权在发票付款日起 120 天内对任何发票提出异议。
- 6.8 Invoices covering payment in respect of materials purchased by, or services provided to the Service Provider or for reimbursement of expenses shall be payable by Securitas only if pre-approved in writing and accompanied by relevant and appropriate receipts. 只有在获得事先书面批准并附有相关适当收据的情况下，Securitas 才应支付与服务提供商购买的材料或向服务提供商提供的服务或费用报销有关的发票。
- 6.9 The Service Provider shall maintain complete and accurate records of the time spent and materials used by the Service Provider in providing the Services in such form as

Securitas shall approve. The Service Provider shall allow Securitas to inspect such records at all reasonable times on request.

服务提供商应以 Securitas 批准的形式，完整、准确地记录服务提供商提供服务所花费的时间和使用的材料。在 Securitas 提出要求后，服务提供商应允许其在任何合理的时间检查此类记录。

- 6.10 Without limiting any other rights or remedies, Securitas may set off any amounts owed to it or any Authorised Service Recipient by the Service Provider against any amounts payable to the Service Provider.

在不限制任何其他权利或救济的情况下，Securitas 可将服务提供商欠其或任何授权服务接受方的任何金额与应付给服务提供商的任何金额予以抵销。

- 6.11 The Service Provider hereby acknowledges that it does not have the right, and therefore shall not, at any circumstances, adjust the prices of the Services without prior written approval from Securitas.

服务提供商特此承认，未经 Securitas 事先书面批准，其无权调整服务价格，因此在任何情况下均不得调整服务价格。

7. QUALITY OF SERVICES 服务质量

- 7.1 The Service Provider warrants to Securitas that:

服务提供商向 Securitas 保证如下：

- (a) the Service Provider will perform the Services with the highest standards of care and skill and in accordance with the best internationally recognized commercial practices and standards in the industry for similar services; 服务提供商将以最高标准的谨慎和技能，并按照关于同类服务的国际公认最佳商业惯例以及行业标准履行服务；
- (b) the Services will conform to all descriptions and specifications provided to Securitas by the Service Provider; and 服务将符合服务提供商向 Securitas 提供的所有说明和规范；以及
- (c) The Services and Deliverables will be provided in accordance with all applicable legislation from time to time in force, and the Service Provider will inform Securitas as soon as it becomes aware of any changes in that legislation. 服务和交付物将根据不时生效的所有适用法律提供，服务提供商将在了解到该法律的任何变更后尽快通知 Securitas。

- 7.2 Securitas' rights under this Agreement are in addition to any other rights in favour of Securitas implied by applicable laws.

Securitas 在本协议项下的权利是适用法律暗示的，有利于 Securitas 的任何其他权利的补充。

- 7.3 The Service Provider warrants to Securitas that it is not listed on, or owned/controlled by anyone listed on, any Sanctions List and that it does not, directly, or indirectly,

engage in activities that are prohibited by Sanctions.

服务提供商向 Securitas 保证，其未被列入任何制裁名单，也未由任何列入制裁名单的任何人拥有/控制，并且不会直接或间接参与制裁禁止的活动。

- 7.4 The provisions of this clause **错误!未找到引用源。** shall survive any performance, acceptance, or payment pursuant to this Agreement and extend to any substituted or remedial services provided by the Service Provider.

本第 7 条的规定在根据本协议履行、接受服务或付款之后继续有效，并扩展延伸至服务提供商提供的任何替代服务或补救服务。

8. INDEMNITY AND LIABILITY 赔偿和责任

- 8.1 The Service Provider shall indemnify and hold Securitas (and each Authorised Service Recipient) harmless from all claims and all direct, indirect, or consequential liabilities (including loss of profits, loss of business, depletion of goodwill, and similar losses), costs, proceedings, damages, and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, Securitas as a result of or in connection with:

对于 Securitas（和每个授权服务接受方）因以下原因或与之相关而产生或支付的所有索赔以及所有直接、间接或后果性责任（包括利润损失、业务损失、商誉损失和类似损失）、成本、诉讼费、损害和开支（包括法律和其他专业费用和开支），服务提供商应向其提供赔偿并使其免受损害：

- (a) any claim made against Securitas by a third party for death, personal injury, or damage to property arising out of, or in connection with the Services; 第三方就服务导致的或与之相关的死亡、人身伤害或财产损失向 Securitas 提出的任何索赔；
- (b) any alleged or actual infringement of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the products of the Services (including the Deliverables); or 因使用或供应服务产品（包括可交付物）而涉嫌或实际侵犯任何第三方的知识产权或其他权利；或者
- (c) any claim made against Securitas in respect of any liability, loss, damage, injury, cost, or expense sustained by Securitas' employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Services or the Deliverables as a consequence of a breach or negligent performance or failure or delay in performance of this Agreement by the Service Provider.

就 Securitas 员工或代理或任何客户或第三方承担的任何责任、损失、损害、伤害、成本或费用向 Securitas 提出的任何索赔，前提是该等责任、损失、损害、伤害、成本或费用是由于服务提供商

违反本协议或过失履行本协议或未能或延迟履行本协议而提供的服务或可交付物所引起或产生的，或与之相关。

- 8.2 Securitas maximum liability to the Service Provider for claims, losses, expenses and all other liabilities arising under or in connection with this Agreement attributable to Securitas shall not exceed 100% of the total charges payable by Securitas under this Agreement.

对于因本协议引起的或与本协议相关的、可归咎于 Securitas 的索赔、损失、费用和所有其他责任，Securitas 对服务提供商承担的最大责任不得超过 Securitas 在本协议项下应付总收费的 100%。

- 8.3 Securitas shall in no event be liable for: loss of actual or anticipated profit; punitive damages; any other indirect or consequential damages; purely financial loss; loss of income; loss of goodwill; loss of business; or loss of revenue, all whether foreseeable or not, even if Securitas has been advised of the possibility of such losses or damages. Nothing in this Agreement shall exclude or in any way limit Securitas' liability to the extent the same may not be excluded or limited as a matter of applicable law. Securitas 在任何情况下均不承担以下责任：实际或预期利润的损失；惩罚性赔偿；任何其他间接或后果性损害；纯粹经济损失；收入损失；商誉损失；业务损失；或收入损失，无论是否可预见，即使 Securitas 已被告知此类损失或损害的可能性。本协议中的任何内容均不得以任何方式排除或限制 Securitas 的责任，前提是在适用法律规定的范围内，不得排除或限制上述内容。

9. INSURANCE 保险

- 9.1 Where applicable, the Service Provider shall maintain in force at least the following insurance policies with reputable insurance companies to cover its relevant potential liabilities in connection with this Agreement:

在适用情况下，服务提供商应至少向声誉良好的保险公司投保以下有效的保险单，以对其与本协议相关的潜在责任予以承保：

- (a) a public liability insurance policy with a limit of at least [Insert applicable amount] per claim;
公共责任保险单，每次理赔限额至少为【插入适用金额】；
- (b) employer's liability insurance with a limit of at least [Insert applicable amount] for claims arising from a single event or series of related events in a single calendar year;
雇主责任保险，针对单个日历年内的单起事件或一系列相关事件引起的索赔，理赔限额至少为【插入适用金额】；
- (c) motor insurance with a limit of at least [Insert applicable amount] for claims arising from a single event or series of related events in a single calendar year;
and
汽车保险，针对单个日历年内的单起事件或一系列相关事件引起的索赔，理赔限额至少为【插入适用金额】；和

- (d) all-risk insurance for loss or damage to the Securitas' properties and assets for the total reinstatement values with a minimum uplift of [insert applicable percentage]...%, including cover during maintenance for a period not less than six (6) months.

针对 Securitas 财产和资产损失或损坏的一切险保险，其总重置价值的最低提升幅度为[插入适用百分比]...%，包括不少于六(6)个月的维护期间的保险。

- 9.2 The Service Provider shall ensure that Securitas' interest is noted on each insurance policy or that a generic interest clause has been included. On Securitas' written request, the Service Provider shall provide Securitas with a copy of each insurance policy. On the renewal of each policy, the Service Provider shall promptly send to Securitas sufficient evidence in a form acceptable to Securitas establishing renewal of each policy.

服务提供商应确保在每份保险单上注明 Securitas 的利益，或已纳入一般利益条款。应 Securitas 的书面要求，服务提供商应向 Securitas 提供每份保险单的副本。在每份保单续保时，服务提供商应及时以 Securitas 可接受的形式，向 Securitas 发送证明每份保单续保的充分证据。

- 9.3 If applicable, the Service Provider shall, during the term of this Agreement and for a period of one (1) year after that:

在适用情况下，服务提供商应在本协议有效期内及其后的一（1）年内：

- (a) administer the insurance policies and the Service Provider's relationship with its insurers at all times to preserve the benefits for Securitas set out in this Agreement;

始终管理保险单以及服务提供商与其保险人的关系，以维护 Securitas 在本协议项下的利益；

- (b) do nothing to invalidate any insurance policy or to prejudice the Securitas' entitlement thereunder; and

不得做出任何致使任何保险单无效或损害 Securitas 在保险单项下权利的行为；

- (c) Procure that the terms of such policies are not altered to diminish the benefits of the policies for Securitas, which are provided at the commencement of this Agreement.

确保上述保险单的条款不会被修改以减少在本协议生效时提供的保单项下 Securitas 的利益。

- 9.4 The provisions of this clause 9 shall survive termination of this Agreement.
本第 9 条的规定在本协议终止后仍然有效。

10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS 保密和知识产权

- 10.1 The Service Provider shall keep in strict confidence all In-put Material and all technical or commercial know-how, specifications, inventions, processes, or initiatives disclosed to the Service Provider by Securitas (or any Authorised Service Recipient), their

employees, agents or consultants and any other information concerning Securitas' (or Authorised Service Recipients') business or their products which the Service Provider may obtain. The Service Provider shall restrict disclosure of such material to the Service Provider's Team and to such of its other employees, or consultants as needed to know it to discharge the Service Provider's obligations to Securitas and shall ensure that the Service Provider's Team and all other employees are subject to obligations of confidentiality corresponding to those which bind the Service Provider.

服务提供商应对 Securitas（或任何授权服务接受方）、其员工、代理人或顾问向服务提供商披露的所有输入材料和所有技术或商业知识、规格、发明、流程或计划，以及服务提供商可能获得的有关 Securitas（或授权服务接受方）业务或产品的任何其他信息严格保密。服务提供商只能向服务提供商团队以及为履行服务提供商对 Securitas 的义务而需要知道此类材料的其他员工或顾问披露此类材料，并确保服务提供商团队和所有其他员工遵守与服务提供商相同的保密义务。

- 10.2 All In-put Materials, Securitas' Equipment, and all other materials, equipment and tools, drawings, specifications, and data supplied by Securitas (or any Authorised Service Recipient) to the Service Provider shall, at all times, be and remain the exclusive property of Securitas (or, as the case may be, the relevant Authorised Service Recipient), but shall be held by the Service Provider in safe custody at its own risk and maintained and kept in reasonable condition by the Service Provider until returned to Securitas. They shall not be disposed of or used in accordance with the Securitas' written instructions or authorization.

由 Securitas（或任何授权服务接受方）向服务提供商提供的所有输入材料、Securitas 的设备以及所有其他材料、设备和工具、图纸、规格和数据，应始终为 Securitas（或相关授权服务接受方，视情况而定）的专有财产，但应由服务提供商在自行承担风险的情况下妥善保管，确保其在归还给 Securitas 之前确保处于合理状态。不得按照 Securitas 的书面指示或授权处置或使用。

- 10.3 The Service Provider expressly acknowledges and understands that the Intellectual Property including, the trade names, copyrights and trademark rights owned by Securitas are the sole and exclusive property of Securitas, and that any imitation or use of any of these whatsoever, in any shape or form, by the Service Provider, or any other person, is expressly prohibited in the absence of an express licence from Securitas. 服务提供商明确承认并理解，Securitas 拥有的知识产权（包括商品名称、版权和商标权）是 Securitas 的专有财产，在没有 Securitas 明确许可的情况下，明确禁止服务提供商或任何其他以任何形式模仿或使用这些知识产权。

- 10.4 The Service Provider shall only have the right to use the Securitas' trademarks in accordance with the express instructions and approval from Securitas. 服务提供商仅有权根据 Securitas 的明确指示和批准使用 Securitas 的商标。

11. PERSONAL DATA PROTECTION 个人数据保护

11.1 In the event that Securitas provides the Service Provider with Personal Data of Securitas Personnel as requested from time to time in connection with the performance of the Services, the Service Provider may collect, use, disclose and process such Personal Data only for the purpose of providing the services under this Agreement; 如果 Securitas 根据不时要求向服务提供商提供与履行服务相关的 Securitas 人员的个人数据，服务提供商只能出于提供本协议项下的服务的目的收集、使用、披露和处理该等个人数据；

(a) The Service Provider represents, warrants and undertakes that:
服务提供商声明、保证并承诺：

- i. the necessary and appropriate consents will have been obtained from the relevant parties for the collection, use and processing of the Personal Data strictly for the performance of the Services, in accordance with the terms and conditions of this Agreement, in accordance with the data protection legislation and any other relevant applicable data protection legislation from time to time;
根据本协议的条款和条件、数据保护立法和任何其他相关适用的数据保护立法，已从相关方获得收集、使用和处理个人数据的必要和适当的同意，严格用于履行服务
- ii. that the Service Provider has implemented the appropriate technical and organisational measures to be in a position to handle all requests from individuals who wish to exercise their rights under applicable data protection legislation;
服务提供商已采取适当的技术和组织措施，能够处理那些希望行使适用数据保护法规项下权利的个人提出的所有请求；
- iii. in respect of such collection, use or disclosure, comply with, and shall provide all assistance to Securitas as reasonably necessary for Securitas to meet its obligations under the applicable data protection legislation, and with any requests, directions or guidelines which Securitas may provide to the Service Provider from time to time.
就该等收集、使用或披露而言，遵守适用的数据保护法规，并应向 Securitas 提供一切合理必要的协助，以使 Securitas 能够履行其在适用数据保护法规项下的义务，并遵守 Securitas 可能不时向服务提供商提供的任何请求、指示或指南。
- iv. to the extent that the Service Provider collects, uses or discloses Personal Data where the consent therefor has not been obtained directly from the individuals to whom the Personal Data relates, the Service Provider agrees and acknowledges that the Service Provider does so at the Service Provider's own risk, and the Service Provider shall at the Service Provider's own expense ensure that all necessary consents in accordance with the applicable data protection legislation, have been obtained from the individuals;

如果服务提供商在收集、使用或披露个人数据时未直接征得个人数据相关个人的同意，则服务提供商同意并确认，服务提供商这样做的风险由服务提供商自行承担，并且服务提供商应自行承担费用，确保已根据适用的数据保护法规征得个人的所有必要同意；

- v. shall ensure that full disclosure of all required information under the applicable data protection legislation has been made to the individuals at the point of collection of Personal Data from them.
应确保在向个人收集个人数据时，已向个人全面披露适用数据保护法规规定的所有必要信息。
- vi. shall ensure that it has implemented the appropriate technical and organisational measures to be in a position to handle all requests from individuals who wish to exercise their rights under applicable data protection legislation;
应确保其已采取适当的技术和组织措施，以便能够处理那些希望根据适用的数据保护法规行使其权利的个人提出的所有请求；
- vii. shall conduct a risk assessment to evaluate the risk associated with the Services he performs and implement appropriate technical and organisational measures ensure a level of security appropriate to the risk and in compliance with the applicable data protection legislation, including the establishment of an audit trail to document actions taken in relation to the Personal Data;
应进行风险评估，以评估与其履行服务相关的风险，并实施适当的技术和组织措施，确保与风险相适应并符合适用的数据保护法规的安全级别，包括建立审计轨迹，以记录就个人数据所采取的行动；
- viii. the Service Provider shall immediately notify Securitas of: a) any complaint by, or request received from, any individual in relation to their Personal Data or any supervisory authority or agency in relation to the Personal Data; b) any breaches of security that may, will or which have resulted in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, or processing of, Personal Data transmitted, collected, used, disclosed, stored or otherwise processed; or any investigation by any supervisory authority or agency in relation to any data breach incident.
服务提供商应立即通知 Securitas 下列事项：a) 任何个人就其个人数据或任何监管机构或机关就个人数据提出的任何投诉或要求；b) 可能、将要或已经导致意外或非法销毁、丢失、更改、未经授权披露、访问或处理所传输、收集、使用、披露、存储或以其他方式处理的个人数据的任何安全漏洞；或任何监管机构或机关对任何数据泄露事件进行的任何调查。
- ix. in respect of a data breach incident, the Service Provider shall, at his own expense, immediately make all reasonable efforts

to assist Securitas in relation to the investigation and remedy of such data breach incident and any claim, allegation, action, proceeding or litigation with respect to this data breach incident, including complying with Securitas' directions and all reporting and notification requirements under the applicable data protection legislation.

就数据泄露事件而言，服务提供商应自行承担费用并立即尽一切合理努力协助 Securitas 调查和补救该数据泄露事件以及与该数据泄露事件有关的任何索赔、指控、行动、程序或诉讼，包括遵守 Securitas 的指示以及适用数据保护法规项下的所有报告和通知要求。

- x. the Service Provider shall ensure the reliability of any Service Provider's personnel who have access to Personal Data collected, used, disclosed and/or processed in connection with this Agreement, including ensuring that all Service Provider personnel who are handling the Personal Data or handling key processing activities in relation to the Personal Data are contractually bound by the appropriate confidentiality, non-disclosure and non-compete provisions in their employment contracts, and shall be fully responsible for all acts or omissions of his employees in the same manner as for his own acts or omissions;

服务提供商应确保任何有权访问因本协议而收集、使用、披露和/或处理的个人数据的服务提供商人员的可靠性，包括确保所有处理个人数据或处理与个人数据相关的关键处理活动的服务提供商人员受其雇佣合同中适当的保密、不披露和竞业禁止条款的合同约束，并应对其员工的所有作为或不作为承担全部责任，如同对其自身的作为或不作为承担责任一样；

- xi. The Service Provider shall not transfer any Personal Data to a country or territory outside the country where it is performing the Services without Securitas' prior written consent. Where Securitas has given prior written consent, any transfer of Personal Data by the Service Provider shall be in accordance with (1) the requirements prescribed in all applicable data protection legislation, and (2) Securitas documented written instructions. The Service Provider shall ensure that he provides a standard of protection to Personal Data so transferred that is comparable to the protection provided to that Personal Data under the relevant data protection legislation.

未经 Securitas 事先书面同意，服务提供商不得将任何个人数据传输到其履行服务所在国以外的国家或地区。在 Securitas 事先书面同意的情况下，服务提供商对个人数据的任何传输都应符合：（1）所有适用的数据保护法规中规定的要求，以及（2）Securitas 记录的书面指示。服务提供商应确保其为所传输的个人数据提供的保护标准与根据相关数据保护法规为该个人数据提供的保护标准相当。

- xii. The Service Provider shall not engage any sub-contractors for the processing of Personal Data in relation to the Services without Securitas' prior written consent. Where Securitas has given such written consent to the Service Provider, the Service Provider shall enter into a written binding contract with the sub-contractor requiring the sub-contractor to process the Personal Data in accordance with the same standards and obligations as are set out in this Agreement. Notwithstanding the engagement of any sub-contractor by the Service Provider for the processing of Personal Data, the Service Provider shall remain fully liable for the performance of all the obligations in this Agreement.

未经 Securitas 事先书面同意，服务提供商不得聘请任何分包商处理与服务相关的个人数据。如果 Securitas 已向服务提供商给予书面同意，服务提供商应与分包商签订具有约束力的书面合同，要求分包商根据与本协议规定相同的标准和义务处理个人数据。即使服务提供商聘请了任何分包商处理个人数据，服务提供商仍应对履行本协议中的所有义务承担全部责任。

- xiii. The Service Provider agrees to fully defend, indemnify and hold harmless Securitas from and against any claim, action, demand or complaint, as well as all liabilities, judgments, penalties, compounds, losses, costs, damages and expenses that the Securitas may suffer or incur in connection with any breach of this Agreement and any failure to comply with any applicable data protection legislation, whether arising on account of the actions of the Service Provider or Service Provider personnel or otherwise howsoever. For the avoidance of doubt, this Clause does not preclude Securitas from bringing any claim against the Service Provider for a breach of any of its obligations under this Agreement.

对于因违反本协议和未遵守任何适用的数据保护法规而导致 Securitas 可能遭受或导致的任何索赔、诉讼、要求或投诉，以及所有责任、判决、处罚、和解、损失、成本、损害赔偿金和开支，无论是由于服务提供商或服务提供商人员的行为还是其他原因引起的，服务提供商同意为 Securitas 提供充分辩护、赔偿并使其免受损害。为免生疑问，本条并不妨碍 Securitas 因服务提供商违反其在本协议项下的任何义务而对其提出任何索赔。

12. TERMINATION 终止

- 12.1 Subject to clause 错误!未找到引用源。 , clause 错误!未找到引用源。 , and clause 12.7, this Agreement shall terminate automatically on the latest of (i) completion of the Services to Securitas' satisfaction; or (ii) expiry of the Term.

除第 12.3 条、第 12.5 条和第 12.7 条另有规定外，本协议应在下列较早的日期自动终止：（i）以 Securitas 满意的方式完成服务；或（ii）有效期届满。

12.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement immediately on giving written notice to the other if:

在不损害双方可能拥有的任何其他权利或救济的前提下，在下列情况下，任何一方均可在向另一方发出书面通知后立即终止本协议：

- (a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default at least ninety (90) days after being notified in writing to make such payment; or
另一方未能在付款到期日支付本协议项下的任何到期金额，并且在收到书面付款通知至少九十（90）天后仍处于违约状态；或者
- (b) the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within fifteen (15) days of that party being notified in writing of the breach; or
另一方严重违反本协议的任何条款，并且（如果该违约行为可以补救）未能在该方收到书面违约通知后十五（15）天内对该违约行为进行补救；或者
- (c) the other Party or its direct or indirect owner is subject to Sanctions or is added to a Sanctions List.
另一方或其直接或间接所有人受到制裁或被列入制裁名单。

12.3 Securitas shall have the right for convenience, to be exercised at any time at its sole discretion, to suspend or terminate this Agreement by giving the Service Provider fifteen (15) days' notice in writing, provided it pays to the Service Provider any charges accrued up to and including the date of such suspension or termination. Termination or suspension of this Agreement by Securitas in accordance with this clause ~~错误!未找到引用源。~~ shall be without any liability to the Service Provider.

为方便起见，Securitas 有权随时自行决定通过提前十五（15）天向服务提供商发出书面通知来暂停或终止本协议，前提是其向服务提供商支付截至该暂停或终止日期（包括该日期）的任何应计费用。若 Securitas 根据本协议第 12.3 条终止或暂停本协议，无需对服务提供商承担任何责任。

12.4 On termination of this Agreement for any reason, the Service Provider shall immediately deliver to Securitas:

在本协议因任何原因终止时，服务提供商应立即向 Securitas 交付下列文件：

- (a) All In-put Material and all copies of information and data provided by Securitas to the Service Provider for this Agreement. The Service Provider shall certify to Securitas that it has not retained any copies of In-put Material or other information or data, except for one copy which the Service Provider may use for audit purposes only and subject to the confidentiality obligations in clause 10; and
所有输入材料以及 Securitas 为本协议向服务提供商提供的所有信息和数据副本。服务提供商应向 Securitas 证明，其未保留任何输

入材料或其他信息或数据的副本，但服务提供商仅出于审计目的使用且受第 10 条保密义务约束的一份副本除外；和

- (b) all specifications, programs (including source codes) and other documentation comprised in the Deliverables and existing at the date of such termination, whether or not then complete. All Intellectual Property Rights in such materials shall automatically pass to Securitas, who shall be entitled to enter the premises of the Service Provider to take possession of them. 包含在可交付物中并在终止之日存在的（无论当时是否完整）所有规格书、程序（包括源代码）和其他文件。这些资料中的所有知识产权应自动转移给 Securitas，Securitas 有权进入服务提供商的场所以接管这些知识产权。

- 12.5 If the Service Provider fails to fulfil its obligations under clause ~~错误!未找到引用源。~~, then Securitas may enter the Service Provider's premises and take possession of any items that should have been returned. Until they have been returned or repossessed, the Service Provider shall be solely responsible for their safe keeping.

如果服务提供商未能履行其在第 12.4 条项下的义务，则 Securitas 可以进入服务提供商的场所并接管本应归还的任何物品。在归还或接管这些物品之前，服务提供商应全权负责这些物品的安全保管。

- 12.6 Securitas reserves the right to immediately terminate this Agreement:

在下列情况下，Securitas 保留立即终止本协议的权利：

- (a) In case the Service Provider is listed, or owned/controlled by anyone listed, on a Sanctions List or engage in activities prohibited by Sanctions; and/or 如果服务提供商被列入制裁名单，或由制裁名单上的任何人拥有/控制，或从事制裁所禁止的活动；和/或
- (b) In case the country, where the Service Provider is incorporated or provides services to Securitas becomes a sanctioned country. 如果服务提供商注册成立或向 Securitas 提供服务所在的国家成为受制裁国家。

- 12.7 On termination of this Agreement (however arising), the accrued rights and liabilities of the parties as at termination, and the following clauses, shall survive and continue in full force and effect:

在本协议终止（无论何种原因导致）后，双方在终止时已产生的权利和责任以及下列条款应继续存在并具有充分效力和约束力：

- (a) Clause 9;
第 9 条；
- (b) Clause 10;
第 10 条；
- (c) Clause 11;
第 11 条；

- (d) Clause 12;
第 12 条;
- (e) Clause 23
第 23 条。

13. REMEDIES 补救措施

If any Services are not supplied in accordance with, or the Service Provider fails to comply with, any terms of this Agreement, Securitas shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:

如果任何服务未按照本协议的任何条款提供，或服务提供商未能遵守本协议的任何条款，Securitas 应有权（在不影响任何其他权利或补救措施的情况下）行使以下一项或多项权利或补救：

- (a) to refuse to accept the provision of any further Services by the Service Provider and to require the immediate repayment by the Service Provider of all sums previously paid by Securitas to the Service Provider under this Agreement; or
拒绝接受服务提供商提供的任何进一步服务，并要求服务提供商立即偿还 Securitas 之前根据本协议向服务提供商支付的所有款项；或
- (b) to need the Service Provider, without charge to Securitas, to carry out such additional work as is necessary to correct the Service Provider's failure; and
要求服务提供商在不向 Securitas 收取费用的情况下开展必要的额外工作，以纠正服务提供商未能遵守本协议的任何条款的行为；和
- (c) in any case, to claim such damages as it may have sustained in connection with the Service Provider's breach (or breaches) of this Agreement not otherwise covered by the provisions of this clause 13.
在任何情况下，Securitas 可就因服务提供商违反本协议而蒙受的且本第 13 条未涵盖的损失提出索偿。

14. NON-SOLICITATION. 非强制性

The Service Provider agrees that, during the term of this Agreement and for a period of twelve (12) months after its termination, it shall not employ, directly or indirectly, any person employed or formerly employed by Securitas who is or was engaged in providing Services under this Agreement. the Service Provider will pay Securitas an amount that Securitas deems appropriate for each such person employed by the Service Provider in recognition and as compensation of the cost incurred by Securitas for the recruitment and training of this employee.

服务提供商同意，在本协议有效期内以及本协议终止后的十二（12）个月内，其不得直接或间接雇用 Securitas 现在或以前雇佣的从事提供本协

议项下服务的任何人员。服务提供商每雇用一名此类人员，应向 Securitas 支付 Securitas 认为适合的金额，以补偿 Securitas 为招聘和培训该员工而产生的成本。

15. **FORCE MAJEURE 不可抗力**

Securitas reserves the right to defer the date for performance of, or payment for, the Services or to terminate this Agreement if it is prevented from, or delayed in, carrying on its business by acts, events, omissions, or accidents beyond its reasonable control, including strikes, lockouts or other industrial disputes, the act of God, war, riot, epidemic, pandemic, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

如果 Securitas 因超出其合理控制范围的行为、事件、疏忽或事故（包括罢工、停工或其他劳资纠纷、天灾、战争、暴乱、流行病、疫情、内乱、恶意破坏、遵守任何法律或政府命令、规则、法规或指示、事故、工厂或机械故障、火灾、洪水、风暴或供应商或分包商违约）而无法或延迟开展业务，Securitas 保留推迟履行服务的日期或支付服务费的日期或终止本协议的权利。

16. **VARIATION 变更**

Subject to clause ~~错误!未找到引用源。~~, no variation of this Agreement shall be valid unless it is in writing and signed by, or on behalf of, each of the parties through their duly authorised representative.

在遵守第 5 条规定的前提下，对本协议的任何变更必须以书面形式做出并经双方正式授权代表签字确认，方才有效。

17. **WAIVER 弃权**

- 17.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

未能行使或延迟行使本协议或法律规定的任何权利或补偿，不应构成放弃该（或任何其他）权利或补偿，也不应妨碍或限制进一步行使该（或任何其他）权利或补偿。

- 17.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that right or remedy.

单独或部分行使本协议或法律规定的任何权利或补偿，不得妨碍或限制进一步行使该权利或补偿。

- 17.3 A waiver (which may be given subject to conditions) of any right or remedy provided under this Agreement or by law shall only be effective if it is in writing. It shall apply only to the party to whom it is addressed, and for the specific circumstances it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.

对本协议或法律规定的任何权利或补偿的放弃（可有条件地放弃）必须以书面形式做出，方才有效。它仅适用于弃权所针对的一方，并且仅适用于做出弃权的具体情况。这不妨碍弃权的一方随后在其他情况下行使该权利或补偿。

- 17.4 Unless expressly provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

除非另有明确规定，本协议项下产生的权利是累积的，不排除法律规定的权利。

18. SEVERANCE 可分割性

Suppose any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal, or unenforceable. In that case, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

假设任何法院或主管当局认定本协议的任何条款（或任何条款的一部分）无效、非法或不可执行。在这种情况下，该条款或该部分条款应在要求的范围内被视为已删除，本协议其他条款的有效性和可执行性不受影响

19. ENTIRE AGREEMENT 完整协议

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, arrangements, understandings, or agreements between them, whether written or oral, relating to the subject matter of this Agreement.

本协议构成双方之间的完整协议，并取代双方之前就本协议达成的所有书面或口头草案、安排、非正式协议或协议。

20. ASSIGNMENT 转让

- 20.1 Without Securitas' prior written approval, the Service Provider shall not subcontract, assign, transfer, charge, mortgage, or deal in any other manner with all or any of its rights or obligations under this Agreement.

未经 Securitas 事先书面批准，服务提供商不得分包、转让、押记、抵押或以任何其他方式处理其在本协议项下的所有或任何权利或义务。

- 20.2 Securitas may, at any time, assign, transfer, charge, mortgage, subcontract, or deal in any other manner with all or any of its rights or obligations under this Agreement.

Securitas 可随时转让、押记、抵押、分包或以任何其他方式处理其在本协议项下的所有或任何权利或义务。

- 20.3 Unless otherwise stated in this Agreement, each party that has rights under this Agreement is acting on its behalf and not for the benefit of another person.

除非本协议另有规定，在本协议项下享有权利的各方均代表自己行事，而非为他人的利益行事。

21. INDEPENDENCE 独立性

- 21.1 Securitas' relationship to the Service Provider will be that of an independent contractor, and nothing in this Agreement shall render it an employee, worker, agent, or partner of Securitas, and the Service Provider shall not hold itself out as such.

Securitas 与服务提供商的关系为独立缔约方关系，本协议中的任何内容都不应使其成为 Securitas 的员工、工人、代理人或合作伙伴，服务提供商也不得自称为 Securitas 的员工、工人、代理人或合作伙伴。

22. NOTICES 通知

- 22.1 Notice is given to a party under this Agreement:

根据本协议向一方发出通知：

- (a) shall be in writing in English (or accompanied by a properly prepared translation into English);

应以英语书写（或附有适当准备的英文译本）；

- (b) shall be signed by or on behalf of the party giving it;

应由发出通知的一方或其代表签署；

- (c) shall be sent for the attention of the person at the address or fax number specified in this clause (or to such other address, fax number, or person as that party may notify to the other, in accordance with the provisions of this clause); and

应按本条规定的地址或传真号码发送给该方的收件人（或发送至该方根据本条规定通知另一方的其他地址、传真号码或人员）；
和

- (d) shall be:
并应通过以下方式发出:
- (i) delivered personally; or
专人递送; 或
 - (ii) sent by commercial courier; or
商业快递; 或
 - (iii) Email
电子邮件

22.2 The addresses for service of a notice or other communication are as follows:
通知或其他通信的送达地址如下:

- (a) Service Provider:
服务提供商:
- (i) address: [Please insert address]
地址: [请插入地址]
 - (ii) for the attention of [Please insert contact]
收件人: [请插入联系人]
- (b) Securitas:
- (i) address: [Please insert address]
地址: [请插入地址]
 - (ii) for the attention of: [Please insert contact]
收件人: [请插入联系人]

22.3 Any notices given under this Agreement shall be in writing and served by delivering it personally or sending it by courier to the address set out in clause 19.2 above. Any such notice shall be deemed to have been received:

根据本协议发出的任何通知应采用书面形式, 并通过专人递送或快递方式送达上述第 19.2 条所列的地址。任何此类通知在下列情况下应视为已收到:

- (a) If delivered personally, at the time of delivery;
若通过专人递送发出, 则在交付时视为收到;
- (b) In case of courier, on the date of delivery as evidenced by the records of the courier.
若通过快递发出, 则在交付之日(以快递记录为凭证)视为收到。

22.4 The provisions of this clause 22 shall not apply to the service of any process in any legal action or proceedings.

本第22条的规定不适用于任何法律诉讼或程序中任何诉讼文书的送达。

23. GOVERNING LAW AND JURISDICTION 适用法律和管辖权

23.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws in force in the [insert governing law of country where services are to be provided or where the Securitas entity is present].

本协议以及因本协议或其标的或订立而产生或与之相关的任何争议或索赔，应受[插入提供服务或 Securitas 实体所在国的适用法律]的现行法律管辖并据其解释。

23.2 The parties irrevocably agree that the Courts of [insert country] shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

双方不可撤销同意，[插入国家]的法院对解决因本协议或其标的或订立而产生或与之相关的任何争议或索赔拥有非专属管辖权。

For and on behalf of Securitas _____

代表 Securitas _____

Signed by [Please insert name of the authorised signatory]

签署人： [请插入授权签字人姓名]

Title: [Please insert title]

职务： [请插入职务]

.....

Authorised signatory

授权签字人

For and on behalf of [Please insert name of the Service Provider]

代表 [请插入服务提供商名称]

Signed by [Please insert name of the authorised signatory]

签署人： [请插入授权签字人姓名]

Title: [Please insert title]

职务： [请插入职务]

.....

Authorised signatory

授权签字人

Schedule 1 Services 附件 1 服务

[Please insert in this schedule a **detailed** description of the services to be provided under the agreement. Please ensure that the parties are referred to as “Securitas” and “Service Provider”]

[请在本附件中**详细**说明将根据本协议提供的服务。请确保双方被称为“Securitas”和“服务提供商”]

Schedule 2 Pricing 附件 2 定价

Part 1.Price 第 1 部分：价格

[Please insert details of price, such as the fixed price or daily rate.]

[请插入价格详细信息，如固定价格或每日费率。]

Part 2.Payment 第 2 部分：付款

[Please insert the payment schedule, which would include the dates on which instalments are to be invoiced and the amount of each instalment.]

[请插入付款时间表，其中包括分期付款的发票开具日期和每期付款的金额。]