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### Section A): General

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#### Article 1: Definitions

In these general terms and conditions, the following terms, as well as any combination of them, shall have the meaning set out below:

##### **Client**

A natural or legal person who has entered into an Agreement with BauWatch and/or has requested a quotation from BauWatch or has received a quotation from BauWatch, respectively.

##### **GDPR**

General Data Protection Regulation (EU) 2016/679.

##### **BauWatch**

Bauwatch Spain, S.L., registered with the Valencia Commercial Register under Sheet V-209.502, Volume 11.328 and Page 68.

##### **Services**

All work carried out by BauWatch or arranged to be carried out under the Agreement for the benefit of the Client.

##### **Rental**

The making available by BauWatch to the Client, for the use or deployment of Product(s) for the benefit of the Client, for which the Client owes a (periodic) fee.

##### **Agreement**

The agreement entered into between BauWatch and the Client in relation to the delivery of Products and/or Services by BauWatch.

##### **Personal Data**

As defined in Article 4 of the GDPR.

##### **Party (Parties)**

The Client and BauWatch are each individually a Party and, together, the Parties.

##### **Product**

All items used, provided, sold or rented by BauWatch under the Agreement, including hardware and materials such as camera poles.

##### **TOMs**

The technical and organisational measures referred to in Article 32 of the GDPR.

##### **Processing**

The processing of Personal Data as defined in Article 4 of the GDPR.

##### **Conditions**

These general terms and conditions of BauWatch.

##### **Data Protection Law**

Organic Law 3/2018, of 5 December, on Personal Data Protection and the guarantee of digital rights.

### Article 2: Applicability

1. These Conditions apply to all requests for information, requests for quotations and quotations made by BauWatch and to the acceptance thereof, as well as to all Agreements entered into with BauWatch.
2. If the Client refers to other general terms and conditions in its order or other correspondence relating to the Agreement, the applicability of such terms and conditions is expressly rejected, even if they have been accepted in the context of a previous legal relationship. Any contrary provision in such other general terms and conditions shall not prevent the foregoing.
3. By contracting on the basis of the Conditions in connection with an Agreement, the Client accepts the applicability of the Conditions to that Agreement between the Client and BauWatch and the exclusion of any other general terms and conditions (whether declared applicable or not).
4. In the event of a conflict between the Agreement and the Conditions, the provisions of the Agreement shall prevail over the provisions included in the Conditions.

### Article 3: Quotations and conclusion of Agreements

1. Quotations issued by BauWatch are entirely without obligation and do not bind BauWatch in any way, unless the quotation itself expressly and unequivocally states otherwise. Any quotation issued by BauWatch shall be valid for 30 calendar days from the date of issue.
2. The Client's acceptance of a quotation shall be deemed irrevocable.
3. The Agreement shall be deemed concluded when the Client accepts BauWatch's binding quotation in writing, or when BauWatch confirms in writing the Client's written proposal to conclude an Agreement. By concluding an Agreement, the Client acknowledges that it has read, understood and accepted the Conditions, provided that the Agreement expressly refers to the incorporation of the Conditions and a copy of the Conditions is included in the Agreement or otherwise made available to the Client.
4. BauWatch shall not be bound by any deviation from its quotation included in the Client's acceptance thereof, except to the extent that BauWatch has notified the Client in writing that it accepts the relevant reservations or deviations from the quotation.
5. BauWatch reserves the right to reject a request and/or proposal from the Client without stating reasons.

### Article 4: Amendments and deviations

1. Amendments or additions to an Agreement to be concluded or already concluded, and deviations from (parts of) the Conditions, shall only be binding insofar as they have been expressly agreed between the Parties in writing.
2. The content of the Agreement and the scope of the obligations shall be determined solely by what is set out in the Agreement and in the Conditions. Any additional agreement, undertaking or communication made by BauWatch employees, or on behalf of BauWatch by other persons acting as representatives, shall bind BauWatch only if such agreements, undertakings or communications are confirmed in writing by those managers authorised to represent BauWatch, or by persons authorised by them in writing to represent BauWatch for that purpose.
3. BauWatch is entitled to carry out work by engaging third parties and/or renting items from third parties.
4. BauWatch is entitled to supply Products and/or provide Services that deviate from the description set out in the Agreement, provided that the Products and/or Services actually supplied or provided meet the same reasonable requirements of use, capacity and quality as the Products and/or Services described in the Agreement. Only if the Client demonstrates that the Products and/or Services deviate from the Agreement and/or from the descriptions, designs, drawings or examples provided by BauWatch to such an extent that the Products and/or Services can no longer reasonably fulfil the purpose for which they were acquired, shall the Client be entitled to terminate the Agreement upon notice of default. Under no circumstances shall BauWatch be liable for any damage.

### Article 5: Delivery and performance period

1. BauWatch shall use all reasonable endeavours to meet agreed (delivery) deadlines. Deadlines specified by BauWatch are indicative and may vary slightly where circumstances reasonably justify this, provided that BauWatch duly informs the Client in writing of such variations.
2. In the event of late delivery, performance or provision, or if a deadline is exceeded, the Client must notify BauWatch of default in writing and grant BauWatch a reasonable period to perform, which in no case shall be less than three working days from the date on which BauWatch received the notice of default. The period shall be extended by the time during which the Client, whether culpably or not, fails to comply with all of its own obligations. Only if BauWatch still fails to deliver on time after expiry of the reasonable period set in the notice of default referred to above, shall the Client be entitled to terminate the Agreement for the part not yet performed. Under no circumstances shall BauWatch be liable for any compensation.
3. The deadlines referred to in this article shall be extended by the period during which BauWatch is unable to perform its obligation due to force majeure.

### Article 6: Prices and additional work

1. Prices stated in the quotation and/or the Agreement do not include VAT, import and export duties, or any other taxes, levies and charges.
2. Prices are based on the type and scope of the Products and/or Services to be supplied, as stated in the quotation and/or the Agreement. In the event of deviations, BauWatch is entitled to revise the prices.
3. If, during the term of the Agreement, changes occur that increase cost prices due, inter alia but not exclusively, to changes in wages and other employment conditions, wage surcharges, increases in premiums under social legislation, increases in expense deductions, increases in direct and indirect (external) costs or increases in suppliers' prices, BauWatch is entitled to increase the price agreed with the Client on an interim basis, provided that in the event of an increase the Client is entitled to terminate the Agreement for the part that remains to be performed. BauWatch is also entitled to index the agreed prices once a year from 1 January, based on the change in the monthly index figure according to the Consumer Price Index (CPI) published by the National Statistics Institute (INE), by multiplying the price applicable up to the adjustment date by a fraction whose numerator is the annual price index figure applicable to the last completed calendar year and whose denominator is the annual price index figure applicable to the calendar year preceding the last completed calendar year.
4. Additional work means any actions by BauWatch that go beyond what the Parties have agreed in the Agreement. BauWatch is entitled to charge separately for additional work performed, provided that BauWatch has informed the Client in writing sufficiently in advance of the resulting price increase and the Client has expressly accepted it in writing.

### Article 7: Payment

1. All payments shall be made, without any possibility of suspension or set-off and without any discounts, to an account indicated by BauWatch on its invoice.
2. Payment must be made within 30 calendar days after the invoice date. After that period the Client shall be in default. In that case, the Client shall owe interest at the statutory rate from the due date until full payment is made, calculated on the outstanding amount. Such interest shall be payable immediately, without prior notice of default.
3. BauWatch is entitled to require advance payment and/or appropriate security from the Client before and during performance of the Agreement. To the extent the Client fails to comply, the Client shall be in default.
4. In the event of legal proceedings against the Client to enforce performance of the Agreement, the Client shall be obliged to pay BauWatch all costs incurred, both judicial and extrajudicial, with a minimum of €500, excluding VAT.
5. Payments made by the Client shall be applied first to settle the interest and costs due (including extrajudicial (collection) costs) and thereafter to those invoices that have been outstanding the longest in relation to Products and/or Services already provided.

### Article 8: Force majeure

1. BauWatch is entitled to suspend performance of its obligations if BauWatch is temporarily prevented from performing its contractual obligations towards the Client due to force majeure.
2. For the purposes of these Conditions, force majeure means all circumstances beyond BauWatch's control, unforeseen, as a result of which performance of the Agreement is prevented or seriously impeded, in whole or in part, whether temporarily or not, including, but not limited to: war, threat of war, civil unrest, riots, acts of war, fire, water damage, unworkable weather conditions, natural disasters, strikes, sit-ins, lock-outs, import and export restrictions, government measures, defects or malfunction of machinery and/or software (computer) used and/or networks and connections, whether as a result of hacking, failures or interruptions of electricity supply, transport problems, shortage of materials and/or personnel, BauWatch suppliers and/or subcontractors failing to perform or failing to perform on time, loss, theft or destruction of materials and/or data.
3. If suspension due to force majeure lasts more than 2 months, each Party shall be entitled to terminate the Agreement, in whole or in part, by written notice to the other Party.
4. BauWatch shall not be obliged to pay any compensation to the Client if BauWatch has been unable to perform its obligations properly or on time due to force majeure and/or if the Agreement is terminated.

### Article 9: Suspension or termination of the Agreement

1. The Parties shall be entitled to terminate the Agreement without prior notice of default if the other Party fails to perform one or more of its obligations under the Agreement.
2. BauWatch shall be entitled to suspend performance of the Agreement and/or terminate the Agreement without prior notice of default if:
  - the Client is declared bankrupt, applies for bankruptcy, applies for (provisional) suspension of payments, or loses the power of disposal over its assets or part thereof by attachment, suspension of payments or otherwise; or
  - BauWatch becomes aware of circumstances that give good reason to fear that the Client will not fulfil its obligations.
3. If one of the situations described in paragraph 2 occurs, all claims of BauWatch against the Client shall become immediately due and payable in full, and the Client shall be obliged to return BauWatch's goods immediately. The Client irrevocably authorises BauWatch to enter any place over which the Client has title or possession in order to recover its Products. If the Products are in the possession of a third party, the Client irrevocably authorises that third party to deliver the Products to BauWatch.
4. BauWatch may at any time terminate the Agreement with 30 calendar days' notice, without needing to provide justification and without incurring any obligation to pay compensation to the Client.

### Article 10: Complaints and limitation periods

1. The Client must notify BauWatch in writing of any visible defects or deficiencies detected within seven calendar days from delivery.
2. Non-visible defects and/or damage must be notified in writing by the Client to BauWatch within seven calendar days of discovery, or at least within seven calendar days of the date on which the defects should have been discovered.
3. Complaints regarding invoices must be notified in writing to BauWatch within fourteen calendar days from the invoice date.

### Article 11: Liability

1. BauWatch endeavours to provide the Client with the best possible service. Nevertheless, if something occurs that results in damage to the Client, BauWatch's liability, irrespective of the underlying basis (including, inter alia, breach of contract, tort, performance (recovery) or indemnification), shall be limited to the price paid by the Client under the Agreement up to a maximum of €10,000 per event and a maximum of €25,000 per year.
2. Furthermore, BauWatch shall not be liable for any damage other than direct damage. For these purposes, direct damage means only: (i) the reasonable costs that the Client would have to incur in order to ensure that what BauWatch has performed (still) complies with the Agreement; (ii) the reasonable costs incurred to determine the cause and extent of the damage referred to in (i); and (iii) the reasonable costs incurred to prevent or limit the damage referred to in (i) insofar as such costs have actually resulted in prevention or limitation of that damage. The following are expressly not included as direct damage (non-exhaustive): loss of profit, losses suffered, and interruption of business operations.
3. The above limitations of liability apply to the aggregate of a series of events underlying the same damaging event.
4. The above limitations of liability shall not apply where the damage is the result of intentional or deliberate recklessness by BauWatch or its executive employees.
5. Under no circumstances shall BauWatch be liable for damage arising from any of the following:
  - the Client made changes or carried out work on the Product or Service supplied by BauWatch on its own initiative; or
  - the Client did or did not follow, fully and/or correctly, the advice and/or instructions provided by BauWatch and/or third parties engaged by BauWatch; or
  - the Client provided incorrect and/or incomplete information to BauWatch; or
  - inaccuracies or omissions occurred in the transmission or sending of data by the Client; or
  - late availability of the Product and/or Service.
6. The Client shall fully indemnify BauWatch and its employees against all third-party claims arising from or related to acts or omissions of the Client in the performance of the Agreement.

### Article 12: Data protection

1. BauWatch and the Client shall be obliged to comply with all applicable laws and regulations relating to the Processing of Personal Data under the Agreement, including, in particular, the requirements of the GDPR and the Data Protection Law. The Client shall demonstrate at BauWatch's first request that it complies with the relevant laws and regulations.
2. BauWatch's Privacy Policy shall apply to the Processing of Personal Data by BauWatch. The Privacy Policy is published on BauWatch's website and may also be provided in writing to the Client upon request.
3. The Client shall indemnify and hold BauWatch harmless against any (legal) third-party claim against BauWatch, including persons whose Personal Data has been recorded or processed, arising from the Client's failure to comply with laws and/or regulations relating to the Processing of Personal Data.
4. To the extent that BauWatch processes Personal Data on behalf of the Client in the context of the Agreement, BauWatch shall be considered the "processor" and the Client the "controller" within the meaning of the GDPR, and paragraphs 4 to 13 of this article shall apply as a data processing agreement within the meaning of Article 28 of the GDPR. The data processing agreement in these paragraphs shall not apply to Processing to the extent that the Parties have concluded a separate data processing agreement in respect of that Processing.
5. BauWatch shall process Personal Data only to the extent necessary for performance of the Agreement.
6. The Personal Data that BauWatch will process on behalf of the Client is listed in Appendix 1 to the Conditions. Unless otherwise agreed in the Agreement or in a separate data processing agreement, BauWatch shall delete camera images after a maximum of 28 days. At the Client's request, BauWatch shall provide the Client with the Personal Data processed.
7. The Client:
  - warrants that its instructions to BauWatch regarding the Processing of Personal Data comply with applicable law;
  - is solely responsible for complying with the obligations under applicable laws and regulations that rest with the Client as controller, such as providing information that must be provided to data subjects under the GDPR and the Data Protection Law in the context of the Processing; and
  - shall indemnify and hold BauWatch harmless in respect of (i) all damages; and (ii) fines imposed on the processor by competent authorities in relation to any failure by the Client to comply with any of its obligations under this paragraph or under applicable law.
8. BauWatch:
  - shall process the Personal Data exclusively for and under the responsibility of the Client for fulfilment of its obligations under this Agreement and only in accordance with the Client's written instructions, unless BauWatch is required to do so by applicable law. In such case, BauWatch shall inform the Client of that obligation before carrying out the Processing, unless applicable law prohibits this;

- shall inform the Client when BauWatch considers that the Client's written instructions infringe the GDPR and the Data Protection Law;
  - shall endeavour to ensure the reliability of its personnel who have access to the Personal Data and shall ensure that such personnel are subject to an obligation of confidentiality or are under an appropriate statutory duty of confidentiality; and
  - taking into account the nature of the Processing, shall assist the Client at the Client's request in complying with its obligations under the GDPR (including handling access requests, carrying out data protection impact assessments (DPIAs) and consultations with supervisory authorities and legislators). The reasonable costs incurred by BauWatch in this respect shall be borne by the Client.
9. BauWatch shall ensure that the TOMs are appropriate for the Client's specific business and its written instructions regarding the Processing.
  10. BauWatch shall inform the Client of Personal Data security breaches without undue delay after BauWatch becomes aware of the relevant security breach and shall assist the Client insofar as reasonably necessary to manage the Personal Data security breach in accordance with the GDPR. Unless BauWatch is required to do so by applicable law, BauWatch shall not, on its own initiative, inform data subjects that their Personal Data is (potentially) affected by the security breach, nor make a notification to the supervisory authority.
  11. The Client authorises BauWatch to engage sub-processors for the Processing. When BauWatch decides to engage a new sub-processor, BauWatch shall inform the Client in due time. In that case, the Client shall have the right to object to the engagement of the new sub-processor. If, nevertheless, BauWatch decides that the new sub-processor shall process the Personal Data, the Client shall have the right to terminate the Agreement subject to payment of the agreed termination penalty and with 30 calendar days' notice, but only for those Products or Services that cannot be supplied without the new sub-processor. The sub-processors engaged by BauWatch are listed in the Appendix 2.
  12. BauWatch shall not process Personal Data outside the European Economic Area ("EEA") and/or transfer it to an international organisation, unless:
    - with the Client's prior written consent and in accordance with the Client's written instructions and conditions regarding the safeguards required under the GDPR for the relevant Processing outside the EEA; or
    - as required by applicable law.
  13. BauWatch shall, upon the Client's reasonable request and subject to reimbursement by the Client of BauWatch's reasonable costs:
    - make available to the Client evidence demonstrating BauWatch's compliance with its obligations under this data processing agreement; and
    - cooperate with and permit audits, including inspections, carried out by or on behalf of the Client, subject to reasonable notice and appropriate confidentiality arrangements.

### Article 13: Miscellaneous

1. BauWatch is entitled to transfer ownership of the (rented) Product and/or its rights and obligations under the Agreement to a third party. The Client hereby accepts such transfer, provided that the terms of the Agreement do not change as a result.
2. If several persons (natural or legal) have committed as the Client, they shall always be jointly and severally liable to BauWatch for all obligations arising from the Agreement, i.e., each of them for the whole.
3. The Client may not invoke a right of retention against BauWatch.
4. The Parties shall be obliged to keep confidential all information obtained from each other in connection with performance of the Agreement, and which they know or should reasonably know is confidential in nature (such as, by way of example but without limitation: quotations issued by BauWatch, prices, etc.), it being understood that breach of this provision as a consequence of an obligation arising from a legal provision or a court order shall not give rise to a claim for damages or termination in favour of the other Party.
5. BauWatch is entitled to use the Client's name, logo and a general description of the Products and Services it provides solely for its own marketing and reference purposes, such as on its website, social media and promotional materials. For use of full case studies involving interviews, visual elements (such as photos or videos) or detailed narratives, the Client's prior authorisation will be required.
6. The Client is obliged to comply with the BauWatch Code of Ethics for Business Partners, published at <https://www.bauwatch.com/es-es/cumplimiento>, in relation to any Agreement.

### Article 14: Intellectual property and information ownership

1. Intellectual property rights in documents provided by BauWatch, such as manuals, drawings, descriptions, software and computer programs distributed by BauWatch, shall remain the property of BauWatch, regardless of whether or not the Client has been charged for them. Without BauWatch's written consent, the Client shall not be authorised to make them available to third parties, reproduce them or use them for purposes other than performance of the Agreement. The documents shall be returned to BauWatch upon first request.
2. BauWatch excludes all liability for damages arising from infringement of any third party intellectual property rights, whether written or not, in the documents delivered to the Client.

### Article 15: Governing law and competent jurisdiction

1. Spanish law shall apply exclusively between the Client and BauWatch.
2. The Vienna Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, nor shall any other international regulation whose exclusion is permitted.
3. Any disputes between the Client and BauWatch shall be resolved by the courts and tribunals of the city of Madrid, without prejudice to BauWatch's right to depart from this jurisdiction rule and summon the Client before the court competent under the law, and without prejudice to rights of appeal and cassation.

### Section B): Special provisions for the rental of Products

#### Article 16: Applicability

1. This section of the Conditions contains specific provisions relating to the rental of Products.
2. The other sections of the Conditions also apply to the rental of Products, unless the nature of a provision prevents this and/or there is a conflict with the provisions of this section, in which case the specific provisions contained in this section shall prevail.

#### Article 17: Term of the Agreement

1. Unless otherwise agreed in writing, the Rental Agreement is entered into for a fixed term, i.e., for the duration stated in the Agreement, and if absent, for the duration stated in the quotation. The Parties may not terminate early an Agreement entered into for a fixed term, except in the cases provided for in Article 9.
2. The rental period shall commence on the day the rented object is made available to the Client or, if transport is provided by BauWatch, when the rented object is delivered to the Client in good working order.
3. After expiry of the fixed term, the Agreement shall continue for an indefinite period, unless terminated by notice in accordance with paragraphs 4 or 5.
4. Unless otherwise agreed in writing, the Client has the right to terminate the Agreement by email to BauWatch before the end of the fixed term or, in the case of an indefinite Agreement, may terminate it on any working day with ten (10) working days' notice.
5. BauWatch has the right to terminate the Agreement at the end of the fixed term or, in the case of an indefinite Agreement, may terminate it on any working day with ten (10) working days' notice.
6. BauWatch shall, without delay and in consultation with the Client, arrange collection of the rented Products at the end of the Agreement.

#### Article 18: Ownership

1. The rented Products shall remain the property of BauWatch at all times.
2. In the event of attachment or a third party exercising a right of retention over all or part of the Products, provisional suspension of payments or bankruptcy of the Client, the Client shall immediately inform BauWatch and immediately notify BauWatch of the whereabouts of the Product concerned. The Client shall also immediately inform the court, the party exercising the right of retention, the administrator or the competent administration of BauWatch's (ownership) rights.

#### Article 19: Delivery and inspection

1. The rented Product shall be delivered to the Client at the place and within the period specified in the order confirmation. The place must normally be accessible by BauWatch's means of transport and, in this respect, the Client shall specify in the order confirmation any necessary access instructions. The costs associated with delivery and removal of the rented Product, as specified in the rental Agreement, shall be borne by the Client.
2. If, at the time of delivery, no one is present to receive the rented Product, BauWatch is entitled not to deliver the Product, without prejudice to the rental fee becoming due from that date. In that case, the Client must also pay the transport costs incurred and those incurred subsequently. If the location is unsuitable or impossible to access, BauWatch is entitled to terminate the Agreement without entitlement to compensation, without prejudice to the Client's obligation to pay the transport costs incurred and those incurred subsequently.
3. Waiting times and delays caused by unforeseen circumstances or by the Client's failure to fulfil its obligations shall, where they result in additional costs, be charged on a subsequent calculation basis as specified in the rental Agreement.
4. Upon written notice to the Client, BauWatch is entitled to make partial deliveries without incurring liability for damages and without the Client thereby being entitled to terminate the Agreement, provided that the complete Product is effectively delivered and is capable of fulfilling its intended purpose under the rental Agreement.
5. The Client shall inspect the rented Product immediately after delivery and record any defect in a delivery report to be signed by or on behalf of the Parties. Unless otherwise agreed in writing, the rented Product shall be deemed delivered and accepted by the Client in proper state of maintenance and operation.

#### Article 20: Installation conditions

1. To the extent the Parties have agreed that BauWatch shall build, assemble, commission, dismantle and/or disassemble the Product, the installation conditions set out in this article, as well as those in the Agreement or quotation, shall apply. The installation conditions of the Agreement or quotation shall prevail over the installation conditions of this article.
2. The Client shall obtain the necessary permits and exemptions and shall correctly indicate to BauWatch the location of underground cables. The Client shall indemnify BauWatch against any third-party claims related to or arising from failure to comply with these obligations.
3. Except for BauWatch Products that do not require power, a 230 V power connection must be available within a radius of 25 metres of the desired Product location.

4. Unless otherwise agreed in writing, the following shall not form part of BauWatch's obligations and shall not be included in the price:
  - a. assistance in moving materials that cannot reasonably be moved by a single person, as well as lifting equipment to be used in the installation process;
  - b. the supply of fuels and auxiliary materials, such as electricity, necessary for carrying out the installation; and
  - c. work required to restore parts of the Products that have become dirty or damaged during installation, unless the dirt or damage was caused by BauWatch personnel.
5. The Client shall ensure that the provisions described in this article are carried out in a timely manner in accordance with installation requirements, so that BauWatch's installation work is not delayed.
6. The Client shall provide a level, firm, dry and paved surface with sufficient space for placement of the Products.
6. The Client undertakes to comply with its legal obligations relating to surveillance cameras as the user of the Products and Services, including in particular (but not limited to) the formalities required of the controller of a video surveillance system (it being understood that the Client is to be considered the controller) in accordance with Organic Law 3/2018, of 5 December, on personal data protection and safeguarding of digital rights, in particular (but not limited to):
  - timely registration of the camera surveillance system; and
  - placement of the necessary signs indicating that the area is being monitored by cameras.
7. If the Client fails to comply with its obligations under applicable regulations on surveillance cameras and alarm systems, the Client shall fully indemnify BauWatch for any damage suffered by BauWatch as a result.

### Article 21: Additional provisions for the use of camera units

1. Units with cameras may not be moved without BauWatch's prior written approval.
2. The Client understands that camera units must be reset by BauWatch after relocation and/or after changing the detection area.
3. The costs of relocation and/or resetting the detection area of camera units by BauWatch, where the Client has requested such Services, shall be borne by the Client.

### Article 22: Client obligations

1. The Client shall keep the rented Product with due care and shall use the Product only in accordance with its intended use and in accordance with BauWatch's instructions.
2. The Client undertakes that the rented Product will be used only by persons who have the necessary knowledge (for installation and use of the rented Product) and to follow the instructions provided by BauWatch.
3. The Client shall not move the rented Product independently or use it outside the location designated in the order confirmation, except with BauWatch's prior written consent.
4. Except with BauWatch's prior written consent, the Client shall not be authorised to sublet the Products to third parties or otherwise use them.
5. The Client undertakes to pay all charges, taxes and fines arising from use of the rented Product.

### Article 23: Inspection, risk, maintenance and repair

1. The Client undertakes to make the rented Product available to BauWatch for inspection upon BauWatch's first request. The Client hereby authorises BauWatch in advance to enter the Client's buildings and premises to inspect or recover the rented Product.
2. From delivery, the risk of the Product shall be borne by the Client. The Client shall be responsible for all damage, by whatever name and in whatever manner caused to the Product, regardless of whether it arises from fault of the Client or third parties, except in the event of force majeure. BauWatch shall not be liable for damage caused by winds of force 8 or higher, nor for damage to persons and/or objects in any manner caused by tipping over and/or detachment (of parts) of the Products.
3. Technical defects and malfunctions of the Product shall be remedied by BauWatch within a reasonable time after notification by the Client. The Client shall be obliged to instruct BauWatch or the parties designated by BauWatch, as applicable, to carry out repairs.
4. Repairs that become necessary as a result of improper or negligent use by the Client, for example due to use contrary to the operating instructions provided, the nature of the Product and/or common sense, as well as unskilled repair or maintenance of the Product by the Client or third parties, shall be at the Client's expense.

### Article 24: Insurance

1. The Client shall, at its own expense, adequately insure the rented Product for the benefit of BauWatch against the consequences of loss, destruction or damage, on the basis of insurance terms approved by BauWatch.
2. The Client shall be obliged to make available to BauWatch for review, upon BauWatch's first request, the policies of the aforementioned insurance and proof of payment of the premium.
3. To the extent necessary, the Client hereby irrevocably authorises BauWatch to receive and settle, in BauWatch's name, all insurance payments that may be made under an insurance contract in this respect.
4. In the event of impending loss, destruction or damage to the Product, the Client must notify BauWatch immediately.

### Article 25: Third-party clause

1. The Client declares that it is aware and, to the extent necessary, accepts that ownership of the rented Product may be (or become) vested in a third party, or that the Product may be (or become) pledged in favour of a third party, as security for payment of everything that such third party has or may have to claim from BauWatch.
2. Without prejudice to the existence of the Agreement, the Client shall deliver, at BauWatch's expense, the rented Product to the third party or to BauWatch upon first request, provided that the third party demands delivery of the rented Product due to BauWatch's breach of obligations towards the third party. As a result of such request, the Agreement shall terminate with immediate effect. The aforementioned delivery shall take place at the offices of the third party or at the location designated by it.
3. If the situation in paragraph 2 occurs and the third party wishes to continue using the rented Product, the Client shall have the option, upon the third party's first request, either to enter into a rental agreement with the third party for the remainder of the rental term and on identical conditions, or to terminate the rental agreement.

### Article 26: Return of the rented Product

1. At the end of the rental period, the Products must be delivered to BauWatch in good condition, sorted and ready for transport. To the extent the Products have not been prepared for transport, BauWatch may charge the Client the resulting costs.
2. The Client shall ensure that someone is present for the return of the Products on the date specified in the rental Agreement or any other date agreed in writing between the Parties. If no one is present at the time of collection, BauWatch may nevertheless remove the Products. If a dispute arises as to whether the rented Products were left by the Client in good condition or in the correct quantity, the Client expressly bears the burden of proof in this respect.
3. The rented Product shall be examined at BauWatch's premises upon return. The Client shall be responsible for all damage and loss of the rented Products occurring during the rental period, except in the event of force majeure. Damage shall be set off against any deposit and any excess shall be charged to the Client by BauWatch.
4. If, at the end of the rental period, BauWatch is unable to collect the Product, the Client will be offered the possibility for BauWatch to still collect the rented Product within five (5) working days. Otherwise, the Client shall be obliged to reimburse BauWatch the catalogue purchase price of the rented Product.

### Appendix 1): Purposes and details of the processing of personal data

#### Subject matter, nature and purpose of the processing of Personal Data

All data collected is necessary for processing automated video-based security services for protection of the Client's surveillance areas, including provision of related software, processing and maintenance of alarms, as well as logistics and commercial handling.

#### Duration of the Processing of Personal Data

Unless legal regulations stipulate otherwise, processing shall be carried out for the agreed duration of the services.

#### Commercial purposes and legal bases

Processing of surveillance data is carried out on the basis of the Client's legitimate interests (Article 6(1)(f) GDPR) in safeguarding the surveillance area against theft or violent destruction.

Depending on the requested security solution, processing of surveillance data may be carried out on the basis of safeguarding the vital interests of the Client and of employees and/or subcontractors (Article 6(1)(d) GDPR) to monitor compliance with safety instructions in the surveillance area.

Performance of commercial processing is carried out for performance of the Agreement between the Client and BauWatch (Article 6(1)(b) GDPR).

If personal data relating to a project is used for marketing purposes, processing is carried out on the basis of the Client's consent (Article 6(1)(a) GDPR).

#### Categories of Personal Data

The following categories of Personal Data are processed:

- Personal master data (name of the contact person)
- Communication data (telephone number, email address, IP address)
- Third-party information, e.g., credit reference agencies or public directories
- (Master) contract data (contractual relationship, client number, company name and address, surveillance area address, order/contact history)
- Contract invoicing and payment data (bank details, contract data)
- Data required for performance of the contracted services
- Information to/from security services or the police
- Video recordings

#### Types of data subjects

- Clients and their employees
- Suppliers
- The Client's employees/external contact persons
- Subcontractors
- Visitors
- Unauthorised persons
- Employees of the security services and the police

#### Data subject rights

Data subjects who wish to exercise their rights as described in Articles 15 to 23 and 77 of the GDPR may contact the data protection officer at [privacy@bauwatch.com](mailto:privacy@bauwatch.com)

### Appendix 2): Sub-processors engaged by BauWatch

Sub-processor	Location (country) of processing	Description of processing activities
Illunion Seguridad S.A.	Spain	Alarm Receiving Centre