General Terms and Conditions of Purchase

1. Introduction

Unless otherwise agreed in writing, these general term and conditions of purchase ("**Contract**") apply to all contracts concerning the delivery of Goods and Services concluded between Acre and the Supplier. "**Goods**" include all raw materials, processed materials, and fabricated products, covered by the Order or any amendment thereof. "**Acre**" means the Acre contracting entity listed on the Order which includes: Vanderbilt, LLC (dba Acre Security Americas); Vanderbilt International (SWE) AB; SGI Matrix, LLC (dba Acre Security Americas Solutions); Communications Network, LLC; TDS (Time Data Security) Ltd; and Security Identification Systems Corporation (dba Acre Security Americas Solutions). "**Order**" means each purchase order (including any release, call-off, acknowledgement, or amendment) issued by Acre to the Supplier for the supply of Goods and/or Services under the Contract. "**Supplier**" means the counterparty identified on the Order as the seller of Goods and/or provider of Services to Acre under the Contract. This Contract shall also apply to future business relationships, even if they are not expressly negotiated. Conditions of the Supplier in derogation hereof, which Acre does not expressly acknowledge in writing, shall not be binding upon Acre, even if Acre does not expressly oppose to such conditions.

2. Offers

2.1 All offers should be submitted without any costs for Acre. Should the content of the offer deviate from Acre's non-binding inquiry for an offer, this must be expressly stated in writing in the offer.

2.2 Computer object or source code, research, inventions, processes, designs, drawings, engineering, models, tools, printer layouts, drawings and other documents made available by Acre prior to or following an offer shall remain Acre's exclusive property and shall be kept strictly confidential. Without Acre's prior permission such documentation shall not be made available to any third party or used or copied to produce Goods for any third party. Upon request, all documentation shall be returned to Acre without undue delay.

3. Orders

3.1 The prices in the Order are fixed, exclusive of value-added tax, sales tax, etc. and unless otherwise agreed in writing, the prices shall be deemed to include all costs for delivery, for example packing and transportation. Additional charges are not accepted by Acre.

3.2 Only Orders in writing (or per EDI) with the reference codes indicated are binding for Acre.

4. Order Confirmation

4.1 The Supplier shall confirm each Order in writing (or per EDI). Unless the Order has been confirmed by Supplier within five (5) business days after the date of the Order, Acre has the right to cancel the Order at any time. Such cancellation shall not result in any liability or cost for Acre.

4.2 The order confirmation shall refer to the reference codes which have been stated in the Order. Should the content of the order confirmation deviate from the Order, Acre is not bound by the Order unless Acre has expressly acknowledged the order confirmation in writing.

5. Delivery, Time of Delivery and Delay

5.1 The Goods shall be suitably packed and labelled with the reference codes stated in the Order. If no specific delivery term has been agreed, delivery shall be made DDP (Delivered Duty Paid) to the place of destination stated by Acre. Any agreed trade term shall be construed in accordance with the Incoterms in force at the formation of the contract. The Goods shall be delivered together with all necessary documentation which Acre needs for the appropriate assembly, operation and maintenance. Any documentation regarding the Goods shall be available in English.

5.2 The Supplier undertakes to at its own expense take all measures necessary in order for the Goods to be delivered on time and in compliance with the Contract. If the Supplier anticipates that the delivery may be delayed, the Supplier shall immediately inform Acre in writing, stating the reason, and if possible, the time when delivery can be expected. If the Supplier fails to give such notice, Acre shall be entitled to compensation for any additional costs which could have been avoided if Acre had received such notice.

5.3 If delivery has not been made within the agreed time, Acre has the right to demand delivery or to, at any time during the delay, cancel the Order. If the Order is cancelled pursuant to this clause, any fees already paid by Acre in respect of the cancelled Order shall be reimbursed in full, and no additional fees, charges, or costs of any kind shall be due or payable by Acre as a result of such cancellation or the delay giving rise to it.

5.4 With respect to Goods specifically manufactured for Acre, Acre has the right to cancel the Order only if the delay is of material significance to Acre.

5.5 If the Supplier is responsible for the assembly of the Goods, the delivery shall not be deemed to be completed until Acre has approved, in writing, the function test of the Goods delivered and assembled.

5.6 In case of delay in delivery, the Supplier shall pay liquidated damages amounting to 0.2 per cent of the total purchase price for each completed business day of delay until delivery is made or until Acre cancels the Order. The liquidated damages shall not exceed ten percent (10%) of the total purchase price for the Goods and/or Services. If Acre cancels the Order due to delay in delivery, Acre shall be entitled to compensation for the loss suffered as a result of the delay.

5.7 The risk of accidental loss and accidental deterioration of the Goods shall pass to Acre on delivery of the Goods at the place of destination stated by Acre.

5.8 Title to the Goods, free of any lien, security interest or encumbrance, shall pass to Acre on delivery or on Acre's acceptance of the Goods, whichever occurs later.

6. Quality Assurance

6.1 The Supplier shall have a satisfactory quality assurance system in order to ensure that the delivery meets Acre's specifications and quality requirements. Acre reserves the right to undertake quality checks at the Supplier's and/or its sub Suppliers' premises. The Supplier undertakes to, without cost, assist Acre during such checks and to promptly remedy any defect or nonconformity. Acre's possible quality checks shall not limit the Supplier's liability for defects and/or delay in delivery.

6.2 The Supplier shall promptly notify Acre in writing of any known single-source dependency, capacity constraint, or other circumstance that could materially disrupt continuity of supply, and shall, upon Acre's request, provide a business continuity and disaster recovery plan for Goods designated by Acre as critical.

6.3 Unless otherwise agreed, the Supplier and its sub Suppliers shall be certified according to ISO 14001, 9001. If the Supplier ceases to be ISO 14001 certified Acre has the right to terminate the contract in whole or in part.

6.4 On reasonable written notice and during business hours, and at its own cost, Acre may audit the Supplier's facilities, processes, and records relevant to the Goods to verify quality, security, traceability, and compliance with these terms.

7. Factory Acceptance Tests

7.1 In the event that the parties have agreed that the Goods shall be examined prior to delivery, the Supplier shall arrange for

factory acceptance tests at its own expense. The factory acceptance tests shall be carried out at the site where the Goods are manufactured and during normal working hours. If no special technical requirements for the factory acceptance tests have been specified in the Contract, the tests shall, in order to be approved, show that the Goods meet the requirements, which Acre is entitled to impose on Goods free from defects.

7.2 The Supplier shall notify Acre in writing of the factory acceptance tests in sufficient time to permit Acre to be represented at the tests. If Acre is not represented, the Supplier shall draw up detailed minutes regarding the execution and the result of the test. Acre shall receive the minutes immediately following the test.

7.3 If the factory acceptance tests show that the Goods do not conform to the Contract, the Supplier shall promptly remedy any deficiencies in order to ensure that the Goods comply with the Contract. New tests shall then be carried out promptly at Acre's request.

8. Services and Installation Work

8.1 Where the Contract includes installation, commissioning, or other on-site work ("Services"), this section applies in addition to the other provisions of the Contract, which apply to Services only to the extent capable of application to work rather than to Goods.

8.2 The Supplier shall perform the Services with reasonable skill and care, in accordance with good industry practice and any specification agreed with Acre, using appropriately qualified and, where relevant, security-vetted personnel.

8.3 The Supplier shall remedy, at its own cost and without undue delay, any Services not performed in accordance with Section 8.2 above and notified to the Supplier within twelve (12) months of completion of the relevant Services.

8.4 While on Acre's or a third party's premises, the Supplier's personnel shall comply with the site's health, safety, and security rules and with Acre's reasonable instructions, and the Supplier shall be liable for any damage to premises or property caused by its personnel in the course of performing the Services.

8.5 In addition to the insurance required under Section 17 of these terms, the Supplier shall maintain employer's liability and public/general liability insurance appropriate to the Services, each with a minimum limit of indemnity of USD 2,000,000 per occurrence and shall provide evidence of cover on request.

8.6 Where agreed in the Order, payment for Services may be made against completion milestones or on a time-and-materials basis, in which case the payment terms of these terms apply to each invoiced milestone or period rather than to delivery of Goods.

8.7 Services are deemed complete on Acre's written acceptance following any agreed commissioning or acceptance testing; acceptance does not limit the Supplier's obligations under Section 8.3 above.

9. Warranty and Defects

9.1 The Goods must be of satisfactory quality and free from defects in material and workmanship, be fit and suitable for the purpose for which they were designed and/or required, conform to the agreed specifications, and any and all relevant legal and regulatory requirements, in particular environmental, health and safety requirements valid at the time, even if not expressly referred to in any specification.

9.2 Unless specified otherwise in the Order and without prejudice to the Suppliers' obligations at law the Supplier shall replace or repair free of charge any Goods which are, or become defective within a period 24 months from Acre shipping the Goods to customers.

9.3 Acre shall notify the Supplier of any defect within reasonable time after the defect was discovered by Acre. When a defect has been remedied, the Supplier shall be liable for defects in the repaired or replaced Goods under the same terms and conditions as those applicable to the original Goods.

9.4 If a defect is remedied by repair or replacement, the warranty period under Section 9.2 for the repaired or replaced part shall recommence in full from the date the repair or replacement is accepted by Acre, without extending the warranty period for the remainder of the Goods.

9.5 Upon receipt of a notice under Section 9.3, the Supplier shall remedy the defect without undue delay and at its own cost. Repair shall be carried out at the place where the product is located unless Acre deems it appropriate that the defective product is returned to the Supplier for repair or replacement at Supplier cost.

9.6 If the Supplier should not remedy the defect within thirty (30) days, Acre may undertake or employ a third party to undertake necessary remedial works at the risk and expense of the Supplier. The Supplier shall be informed in writing before such work is initiated. Acre shall also be entitled to a reduction of the purchase price in proportion to the reduced value of the product or, if the defect is of material significance, terminate the contract in whole or in part by notice in writing to the Supplier**.**

10. Product Recall

10.1 The Supplier shall notify Acre in writing within twenty-four (24) hours of becoming aware of any defect, non-conformance, safety issue, or security vulnerability that may give rise to a product recall or field corrective action. Acre has sole discretion to determine whether a recall is warranted for Goods in its or its customers' possession, and the Supplier shall not initiate a recall affecting such Goods without Acre's prior written consent, except as required by law. The Supplier shall provide Acre with prompt and full cooperation and assistance in connection with any recall or field corrective action, including the provision of personnel, information, and documentation reasonably requested by Acre. Where a recall is materially attributable to the Supplier, the Supplier shall bear all reasonable costs of notification, retrieval, repair, replacement, and regulatory response, and shall provide traceability data to Acre within two (2) business days of request.

11. Restocking

11.1 Acre may return any Products purchased under this Contract within thirty (30) days of delivery, provided the Products are returned in their original, unopened packaging and in resalable condition, without being subject to any restocking fee, where such return is due to:

(a) the Products being defective, non-conforming, or not as described or ordered;

(b) late delivery beyond the agreed delivery date;

(c) the Supplier's error in processing, shipping, or fulfilling the order; or

(d) any other cause attributable to the Supplier.

11.2 For returns not falling within Section 11.1 above (i.e., returns made at Acre's convenience and not due to any fault of the Supplier), the Supplier may charge a restocking fee, provided that:

(a) such fee shall not exceed 5% of the purchase price of the returned Products;

(b) the Supplier shall clearly disclose the applicable restocking fee, if any, to Acre in writing prior to Acre confirming the return;

(c) no restocking fee shall apply to returns of Products valued below €100; and

(d) no restocking fee shall apply where Acre exchanges the returned Products for other Products of equal or greater value.

11.3 The Supplier shall process any approved return and issue a refund to Acre (less any applicable restocking fee permitted

under Section 11.2) within 14 days of receipt of the returned Products.

11.4 This clause shall not limit any other right or remedy available to Acre under this Contract, at law, or in equity, including statutory rights of withdrawal, cancellation, or rejection for non-conforming goods.

12. Compensation

12.1 Acre is entitled to compensation for direct damages, which Acre suffers due to a defect or a delay, including but not limited to damage to property caused by the Goods, liquidated damages or other compensation, which Acre is obliged to pay to a third party.

12.2 If the Supplier or someone else for whom the Supplier is responsible has acted negligently, Acre shall be entitled to compensation for all damage suffered due to a defect or a delay. Compensation may however only be claimed to the extent the loss exceeds the liquidated damages that Acre is entitled to according to Section 5.6 above.

13. Term, Termination and Insolvency

13.1 In addition to any other termination rights under this Contract, Acre may terminate the Contract or any Order issued hereunder, in whole or in part, for convenience at any time on thirty (30) days' written notice to the Supplier. In such event, Acre shall only be liable for Goods and Services already delivered and accepted and for the Supplier's reasonable, documented and unavoidable costs directly incurred prior to receipt of the notice, and shall have no liability for lost profits or other consequential loss.

13.2 Acre may terminate the Contract and any Order issued hereunder with immediate effect, without liability, by written notice to the Supplier if the Supplier becomes insolvent, enters into liquidation, administration, receivership or any analogous insolvency proceeding in any jurisdiction, ceases to carry on business, or is unable to pay its debts as they fall due, or undergoes a change of control to a direct competitor of Acre without Acre's prior written consent.

13.3 In addition to the termination rights above, Acre may terminate the contract or any Order, in whole or in part, with immediate effect by written notice if the Supplier commits a material breach of this Contract (including, without limitation, breach of Section 19.1 (Confidentiality), Section 20.3 or 20.4 (Sanctions), or Section 21 (Code of Conduct) which, if capable of remedy, is not remedied within thirty (30) days of written notice from Acre.

14. Health, Environment and Security

14.1 The Goods, or the Acre products into which the Goods are incorporated (and/or packaging and packaging components) shall comply with laws that restrict product content, including, but not limited to, the European Regulation concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), the European Union's Directive on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (RoHS), the European Regulation for Packaging and Packaging Waste Regulation (PPWR) and/or any local laws in the individual member states of the European Union or the Economic Area that incorporates the aforementioned directives ("Substance Laws"). The Supplier warrants that the Goods will not contain any of the substances prohibited by such Substance Laws and that any restricted substances including substances covered by REACH contained in the Goods will not exceed the relevant concentration values permitted by the Substance Laws ("Restricted Values") in force at the time the Goods are supplied. Upon request, the Supplier will provide to Acre: (i) satisfactory documentation that the Goods do not exceed the Restricted Values; (ii) certification of the exact concentration of each substance subject to the Restricted Values in all Goods; and (iii) reports on the occurrence of other substances that may require disclosure to governmental bodies, customers and/or recyclers (iv) statement of adherence to SCIP (Substances of Concern in Products) Directive (EU) 2018/851 as required by law.

14.2 For Goods subject to the European Union's Directive on Waste Electrical and Electronic Equipment (WEEE) ,the European Union's Battery Directive, and/or any local laws in the individual member states of the European Union or the Economic Area concerning recycling or disposal of waste ("Disposal Regulations"), the Supplier: (i) represents and warrants that such Goods are correctly labelled in accordance with the Disposal Regulations; (ii) agrees to assist Acre, as necessary in Acre's reasonable opinion, to comply with its obligations, if any, under the Disposal Regulations; and (iii) agrees to assume responsibility for taking back and disposing of Goods in the future upon the request of Acre or its customer in accordance with the Disposal Regulations. No additional charges will be due to the Supplier from Acre for the Supplier's contract to undertake these responsibilities.

14.3 Upon Acre's request, the Supplier shall provide reasonable information regarding the origin of tin, tantalum, tungsten, gold and any other minerals designated as "conflict minerals" contained in the Goods, and shall use reasonable due diligence measures consistent with the OECD Due Diligence Guidance to ensure that such minerals do not directly or indirectly finance or benefit armed groups.

15. Indemnity

15.1 **THE SUPPLIER SHALL INDEMNIFY ACRE AGAINST EVERY LIABILITY WHICH ACRE MAY INCUR TO ANY OTHER PERSON WHATSOEVER AND AGAINST ALL CLAIMS DAMAGES COSTS AND EXPENSES MADE AGAINST OR INCURRED BY ACRE BY REASON OF ANY BREACH OF THE CONTRACT BY THE SUPPLIER INCLUDING LIABILITIES LOSSES AND EXPENSES INCURRED BY ACRE.**

15.2 **THE SUPPLIER SHALL BE LIABLE FOR AND SHALL INDEMNIFY ACRE AGAINST ANY ACTIONS SUITS CLAIMS DAMAGES COSTS CHARGES AND EXPENSES ARISING UNDER ANY STATUTE OR COMMON LAW IN RESPECT OF ANY PERSONAL INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN THE COURSE OF OR CAUSED BY THE CARRYING OUT OF WORK BY THE SUPPLIER OR ANY SUBCONTRACTOR OF THE SUPPLIER UNLESS DUE TO THE SOLE NEGLIGENCE OF ACRE.**

15.3 **NOTWITHSTANDING ANYTHING TO THE CONTRARY NEITHER PARTY SHALL BE LIABLE TO THE OTHER BY WAY OF INDEMNITY OR BY REASON OF ANY BREACH OF THE CONTRACT OR OF STATUTORY DUTY OR BY REASON OF TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) (OTHER THAN IN RESPECT OF THE INDEMNITIES IN SECTIONS 15.1 AND 15.2, BREACH OF CONFIDENTIALITY UNDER SECTION 19.1, OR INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS UNDER SECTION 19.3) FOR ANY LOSS OF PROFIT, LOSS OF CONTRACTS OR FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGE WHATSOEVER THAT MAY BE SUFFERED BY THE OTHER.**

16. Limitation of Liability

16.1 Except as expressly stated in this Contract, Acre's total aggregate liability to the Supplier arising out of or in connection with this contract, any purchase order, and the Goods and/or Services, whether arising in contract, tort

(including negligence), breach of statutory duty, or otherwise, shall not exceed the total price paid or payable by Acre under the relevant purchase order in the twelve (12) months immediately preceding the event giving rise to the claim.

16.2 Nothing in this contract excludes or limits either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.

17. Insurance

17.1 The Supplier undertakes to obtain and maintain sufficient product liability insurance during the contract period. Upon Acre's request, the Supplier shall submit a copy of the valid contract.

17.2 The Supplier shall maintain, at its expense, through financially sound insurers, the following coverage throughout the term and for three years thereafter: commercial general liability with limits not less than USD 2,000,000 per occurrence and USD 4,000,000 aggregate including products/completed operations; professional liability/errors and omissions of at least USD 2,000,000; cyber liability of at least USD 2,000,000; workers' compensation as required by law; and automobile liability with limits not less than USD 1,000,000 combined single limit if vehicles are used

17.3 The insurance referred to above shall (i) be primary and non-contributory to any insurance maintained by Acre, (ii) name Acre as an additional insured to the extent of the Supplier's indemnification obligations under this contract, and (iii) provide that the insurer will give Acre at least thirty (30) days' prior written notice of cancellation or material reduction in coverage. The Supplier shall provide Acre with a certificate of insurance evidencing the foregoing upon request.

18. Payment Conditions and Invoicing

18.1 Unless otherwise agreed, payment for the delivered Goods is due sixty (60) days after the invoice date. The invoice may not be issued unless complete delivery has been made. The payment is, however, only due if an approved delivery has been made and accepted/Services have been delivered in full and accepted and if Acre has received a correct invoice. All invoices shall contain all reference codes stated in the order and the amount for each delivery shall be clearly stated. Acre reserves the right to set off such amount owed to the Supplier, or withhold payments for Goods not provided in accordance with the contract.

19. Confidentiality and Intellectual Property

19.1 Each party shall keep confidential, and shall not use or reproduce for any purpose other than to execute the Contract, any Confidential Information of the other party. For purposes of this Section 19, Acre's Confidential Information includes all of Acre's trade secrets, descriptions, drawings, computer programs, calculations, and other documentation that the Supplier has received knowledge of or received in connection with the execution of the delivery; and the Supplier's Confidential Information includes any pricing, technical, financial, or business information disclosed by the Supplier to Acre that is designated as confidential or that should reasonably be understood to be confidential given its nature. This obligation does not apply to information that (a) is or becomes publicly available other than through the receiving party's breach, (b) was already rightfully known to the receiving party free of any confidentiality obligation, or (c) is required to be disclosed by law or a competent authority, provided the receiving party gives the disclosing party prompt written notice where legally permitted. This confidentiality obligation survives for five (5) years after the information is disclosed, and indefinitely for trade secrets. A party that breaches this Section 19 shall be liable for the damage the other party suffers as a result.

19.2 The Supplier is not entitled to make use of or refer to any trademark, trade name, domain name, patent, design, copyright, or other intellectual property right of Acre, unless prior obtained written consent of Acre. Any authorized use shall be strictly in accordance with Acre's instructions and for the purposes specified.

19.3 The Supplier warrants that the Goods will not result in or give rise to any infringement or misappropriation of any intellectual property right of a third party. For the avoidance of doubt, the Supplier shall indemnify and hold Acre harmless against any claim relating to infringement of intellectual property rights of a third party in accordance with this Section 19.

19.4 If any claim covered by this Section 19 is made or is, in Acre's reasonable opinion, likely to be made, the Supplier shall, at Acre's option and at the Supplier's own expense: (i) procure for Acre the right to continue using the Goods; (ii) modify or replace the Goods so that they become non-infringing while meeting the agreed specification; or (iii) refund the purchase price for the affected Goods against their return.

19.5 All intellectual property rights in and to any Goods, deliverables, materials, or works, including but not limited to software, source code, sub-software, hardware designs, documentation, reports, methodologies, and other outputs, developed explicitly for Acre or on Acre's instructions in connection with the Agreement (the "Foreground IP") shall vest in, or be assigned to, Acre upon creation, together with all rights necessary for Acre to use, modify, and exploit the Foreground IP for any purpose. Intellectual property rights in any pre-existing Goods, services, software, tools, methodologies, or other materials of the Supplier that are incorporated into, or necessary for the use, support, or operation of, the Foreground IP (the "Background IP") shall remain with the Supplier or its licensors. The Supplier grants Acre, and shall procure that Acre is granted, a non-exclusive, worldwide, irrevocable, perpetual, royalty-free, sublicensable license to use, execute, reproduce, and (to the extent necessary for Acre to operate, maintain, or modify the Foreground IP) modify the Background IP, in each case without limitation as to specific equipment, location, or Acre group entity, and including for the benefit of Acre's affiliates and third-party contractors engaged by Acre.

20. Data Protection

20.1 To the extent the Supplier processes any personal data on behalf of Acre in connection with the contract, the Supplier shall (i) process such personal data only on Acre's documented instructions and in accordance with applicable data protection law, including the GDPR (Regulation (EU) 2016/679), the UK GDPR, and any other applicable U.S. state or other data protection or privacy laws; (ii) implement appropriate technical and organizational security measures; (iii) not engage a sub-processor without Acre's prior written consent; and (iv) notify Acre without undue delay, and in any event within 48 hours, after becoming aware of any personal data breach affecting such data. The parties shall enter into a separate data processing contract on Acre's request.

20.2 The Supplier shall be liable for any expenses and/or damage incurred by Acre due to any breach of the obligations according to Section 20.1.

21. Export Compliance

21.1 The Supplier acknowledge that Acre's obligation to fulfil the Contract is subject to the presumption that the fulfilment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.

21.2 The Supplier represents and warrants that neither it nor any of its directors, officers, or, to its knowledge, beneficial owners is a person or entity that is the subject of trade sanctions administered by the United Nations, the European Union, the

United States (including OFAC), or the United Kingdom, and that it will not use any such sanctioned person or entity to perform the contract. The Supplier shall notify Acre immediately in writing if it becomes aware of any change in the foregoing.

22. Corporate Responsibility

22.1 The Supplier shall comply with the principles and requirements of the "Code of Conduct for Acre's Suppliers" available at www.acresecurity.com/legal.

22.2 If requested by Acre, the Supplier shall once a year either, at its option, provide Acre with (i) a written self-assessment in the form provided by Acre, or (ii) a written report approved by Acre describing the actions taken or to be taken by the Supplier to assure compliance with the Code of Conduct.

23. General Provisions

23.1 **Entire Contract.** This Contract constitutes the complete and exclusive statement of the contract between the parties with respect to the subject matter hereof and supersedes all prior understandings and contracts, either oral or in writing, concerning its subject matter. Upon mutual execution of the parties, each Order shall be incorporated into and form a part of the Contract. In the event of any conflict between the terms of an Order and the Contract, these Contract shall prevail unless the Order expressly and specifically states that it is intended to override a named provision of the Contract.

23.2 **Assignment.** Supplier may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without Acre's prior written consent. Acre may assign the Contract in its entirety, without consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of the Contract.

23.3 **Independent Parties**. The parties are and will act at all times as independent contractors, and nothing contained in the Contract will be construed or implied to create an agency, association, partnership or joint venture between the parties or to obligate either party to deal with the other on an exclusive basis.

23.4 **No Third-Party Beneficiaries.** Nothing in the Contract is intended to, nor will it, create any third-party beneficiaries, whether intended or incidental, and neither party will make any representations to the contrary.

23.5 **Subcontracting.** The Supplier shall not subcontract any material part of its obligations under the Contract without Acre's prior written consent, and shall remain fully responsible for the acts and omissions of its sub-Suppliers, flowing down the relevant terms of the Contract (including quality, confidentiality, intellectual property, compliance, and audit obligations) to them.

23.6 **Waiver; Severability.** No waiver of any provision of the Contract is effective unless in writing and signed by both parties, and a waiver on one occasion is not a waiver of any other provision or occasion. If any provision is held illegal, invalid, or unenforceable, the remaining provisions shall continue in full force, and the parties shall replace the affected provision with a valid provision that most closely approximates its intent.

23.7 **Notices and Publicity.** Formal notices shall be in writing and delivered to the addresses stated in the Contract, by hand, by a nationally or internationally recognized overnight courier, or by certified or registered mail, and are effective on confirmed delivery (or, if sent by courier, on the next business day after dispatch, or if sent by certified or registered mail, three business days after deposit); notices of an administrative nature (e.g. invoice approvals) may be given by confirmed email. The Supplier shall not reference Acre, or use Acre's name, logo, or trademarks, in any publicity or public statement without Acre's prior written consent.

23.8 **Export.** The Supplier shall comply with all applicable export control, customs and foreign trade regulations ("**Foreign Trade Regulations**"). The Supplier shall advise Acre in writing within two weeks of receipt of the Order, and in case of any changes without undue delay, of any information and data required by Acre to comply with all Foreign Trade Regulations during export, import and re-export, including without limitation:

- all applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN);
- the statistical commodity code according to the current commodity classification for foreign trade statistics, the HS (Harmonized System) coding, the HTS (Harmonized Tariff Schedule) coding;
- the country of origin (non-preferential origin); and
- upon Acre's request, the Supplier's declaration of preferential origin (in case of European Suppliers) or preferential certificates (in case of non-European Suppliers).

23.9 **Foreign Corrupt Practices Act.** The Supplier shall comply with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act, all applicable anti-money laundering laws, modern slavery regulations, and human rights obligations in all jurisdictions in which the contract is performed. The Supplier will not offer, pay, solicit, or accept any improper payments in connection with the Contract.

23.10 **Survival.** All provisions that by their nature are intended to survive termination or expiration of the Contract shall survive, including without limitation Section 8 (Services and Installation Work); Section 9 (Warranty and Defects); Section 13 (Term, Termination and Insolvency); Section 15 (Indemnity); Section 16 (Limitation of Liability); Section 18 (Payment); Section 19 (Confidentiality and Intellectual Property); Section 20 (Data Protection); and Section 22 (General Provisions).

23.11 **Applicable Law and Disputes.** The Contract and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with:

Contracting party is:	**Governing law is:**	**Courts with exclusive jurisdiction are located in:**
Time Data Security (TDS) Ltd.	Ireland	Dublin, Ireland
Vanderbilt International (SWE) AB	Sweden	Stockholm, Sweden
Security Identification Systems Corporation, dba Acre Security Americas Solutions;	New York, USA	New York, USA

SGI Matrix, LLC, dba Acre Security Americas Solutions; Communications Network, LLC; Vanderbilt, LLC, dba Acre Security Americas		

Notwithstanding the foregoing, either party may seek interim or injunctive relief from any court of competent jurisdiction to protect its confidential information or intellectual property rights pending resolution of the substantive dispute by the court of competent jurisdiction identified above, without such action being deemed a waiver of the parties' contract as to jurisdiction.

23.12 The parties undertake, indefinitely, not to disclose the existence or contents of any judgment or decision related to or in connection with the contract or any information regarding negotiations, court proceedings or mediation in connection therewith. This confidentiality undertaking shall not apply in relation to information which a party is required to disclose by law, pursuant to an order of a governmental authority, pursuant to applicable stock exchange rules, or which may be required for the enforcement of a judgment or an award.

24. Force Majeure

24.1 Neither party shall be liable for any failure or delay in performing its obligations under the contract (other than payment obligations) to the extent such failure or delay is caused by an event beyond its reasonable control, including but not limited to acts of God, natural disaster, fire, flood, pandemic or epidemic, war, terrorism, civil unrest, governmental action, or failure of public utilities or telecommunications networks (a "**Force Majeure Event**"). The affected party shall notify the other party in writing without undue delay after becoming aware of the Force Majeure Event, describing its nature and expected duration, and shall use reasonable endeavors to mitigate its effects. For the avoidance of doubt, a Force Majeure Event affecting the Supplier shall suspend, but not extend, the delivery deadlines and liquidated damages under Section 5.6 for the duration of the event, provided the Supplier has given the notice required by this Section.

24.2 If a Force Majeure Event affecting the Supplier continues for more than thirty (30) consecutive days, Acre may terminate the contract or the affected purchase order, in whole or in part, by written notice to the Supplier with immediate effect and without liability, save for payment for Goods already delivered and accepted in accordance with Section 18.