

UAB „EKSKOMISARŲ BIURAS“
Rules for Provision of Electronic Security Services



1. Concepts

- 1.1. **Agreement** means the Service Agreement concluded between the Bureau and the Client, which consists of the Special Part, the General Part and the Rules;
- 1.2. **Bureau** means UAB “Ekskomisarų biuras”;
- 1.3. **Client** means a natural or legal person entering into the Agreement with the Bureau;
- 1.4. **Rules** mean these Rules for the Provision of Electronic Security Services;
- 1.5. **Services** mean the services referred to in the Special Part, which are provided in accordance with the procedure set forth in the Rules;
- 1.6. **Object** means the structures, buildings, premises and/or territories of the Client, where the alarm system is installed, which are listed in the Special Part of the Agreement;
- 1.7. **MCC** means monitoring and control centre of the Bureau, i.e. the rooms of the Bureau with the equipment that receives and processes signals received from alarm systems installed in the Objects, where the employees of the Bureau work around the clock;
- 1.8. **Alarm system** means a complex security sensors and (or) fire sensors, and (or) gas sensors, and (or) water sensors, and (or) alarm buttons, and (or) fire buttons installed in the Object, connected by a network of signal cables or communication means to the central and MCC of the Bureau. Sensors and buttons can be separate or mutually integrated devices;
- 1.9. **Alarm** means a signal generated and sent by the alarm system, informing about the activation of the sensor of the alarm system in the Object;
- 1.10. **Alarm signal** means a signal generated and sent by the alarm system or mobile app (if the Client uses it), informing about the activation of the alarm button;
- 1.11. **Failure signal** means a signal generated and sent by the alarm system, informing about the failure of the alarm system due to malfunctions of the equipment or external effects on the alarm system;
- 1.12. **Power failure signal** means a signal generated and sent by the alarm system, informing about the fact that the alarm system does not receive the electricity necessary for its proper operation;
- 1.13. **Stand-by alarm system power failure signal** means signal generated and sent by the alarm system, informing about the failure or insufficiency of the necessary electricity supply from the additional stand-by power source;
- 1.14. **Test signal** means a signal periodically generated and sent by the alarm system, informing about the fact that the alarm system has a connection with the MCC of the Bureau;
- 1.15. **Ray ignorance signal** means a signal generated and sent by the alarm system, informing about the fact that individual rays of the alarm system are disconnected - individual sensors are disconnected from the general alarm system;
- 1.16. **Forced deactivation signal** means a signal for deactivating the alarm of the Object with a special code, indicating that the alarm was deactivated by force of the person who deactivated it;
- 1.17. **Fire alarm signal** means a signal generated and sent by the alarm system, informing about the activation of the fire sensor;
- 1.18. **Sabotage signal** means a signal generated and sent by the alarm system, informing about the violation of the integrity of the alarm system circuit (damages to the alarm system);
- 1.19. **False activation of the alarm system** means the alarm when no Object violations and/or threats to the Object are detected after arrival of RRC;
- 1.20. **Communication failure signal** means a signal received by the MCC after the programmed time interval of the alarm system, informing about the lack of communication between the alarm system installed in the Object and the MCC;
- 1.21. **Other signals** means alarm system activation/deactivation signal;
- 1.22. **Violations of the Object** - the changes in the condition of the Object detected during the inspection of the Object are considered as violations: Violations of the external perimeter of the Object (broken or damaged windows, broken doors, gates, their locks, etc.), obvious signs of theft or other possible illegal invasion in the Object, obvious signs of fire, smoke, violations of public order, other reasonable suspicions that an illegal act has been committed in the Object;
- 1.23. **RRC** means a rapid response crew of the Bureau, i.e. a security guard appointed by the Bureau, who goes to the Object according to the procedure set out in the Rules;
- 1.24. **Time control** means the time control of switching off or switching on the alarm system of the Object;
- 1.25. **Transfer-acceptance act of completed works** means a document signed by the Parties confirming the connection of the alarm system to the MCC of the Bureau, which indicates the work performed by the Bureau, technical data of the alarm system, transfer of equipment (if transferred), Object data, deficiencies and recommendations, start of service provision (if it differs from the start time of the provision of Services specified in Special Part).

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2. The Bureau:

- 2.1. at the Client's choice and scope, provides the Services provided for in the Rules in response to the signals received by the MCC of the Alarm System, considering the information/response method selected in the Special Part;
- 2.2. before starting to monitor the signals transmitted by the Alarm System of the Object, performs the programming of the Alarm System, the connection of the Alarm System to the MCC of the Bureau;
- 2.3. when starting to monitor the signals transmitted by the Alarm System of the Bureau, where the Alarm System was not installed by the Bureau, can provide recommendations on the operation of individual components of the Alarm System (control device (central), sensors, power supply, etc.). at the Client's request, the Bureau carries out modernization or current repair of the Alarm System located in the Object (installs additional sensors, troubleshoots, including replacement of system equipment, devices, performs programming, etc.). These works are formalized after the Parties sign a separate agreement/certificate/annex, which indicates the price of the works;
- 2.4. has the right to refuse to carry out the modernization, repair or programming of the Alarm System installed at the Client's Object, if the Client refuses to agree on the price or payment terms of these works and/or the replaced equipment, or does not create conditions for the proper work of the Bureau personnel;
- 2.5. when modernization, repair or programming of the Alarm System is carried out, it has the right to temporarily disconnect the Alarm System. During this period, information/response is not carried out and, as a result, the Client does not have the right to make any kind of claims and demands towards the Bureau;
- 2.6. Special Part, the MCC provides a summary of signals (messages) received by the Alarm System of the Object for the past period (up to the last 3 months). The Client can see a summary of signals (messages) of the Alarm System of the Object for the current month in the mobile app or in his self-service account free of charge. Self-service, mobile app - www.ekskomisarai.lt;
- 2.7. before starting the monitoring of signals (messages) of the Object, fills in the Transfer-acceptance act of completed works, in which it has the right to specify recommendations for improving the security condition of the Object and/or deficiencies to be eliminated by the Client (if any). If the Object does not have an Alarm System, upon agreement with the Client, the Bureau can install the equipment necessary for the execution of the Agreement. The equipment can be transferred to the Client on the basis of sale and purchase, lease or use.

3. The Client:

- 3.1. undertakes to:
 - 3.1.1. allocate a proper and functioning telephone line and/or Internet line, necessary to connect the Alarm System of the Object to the MCC of the Bureau, and pay the costs of using these lines.
If there are no telephone lines or the Client does not want the Alarm System signals to be transmitted through them, the Client must purchase other means of communication coordinated with the Bureau, ensuring the transmission of the signals (messages) of the Alarm System of the Object to the MCC of the Bureau;
 - 3.1.2. Store items in the Object in such a way that they do not damage the devices of the Alarm System and do not interfere with their normal operation. When activating the Alarm System, ensure that there are no people and animals in the Object (unless the sensors of the Alarm System are adapted not to react to animal movement), all internal doors, windows, vents and external doors of the Object are closed, if any - door, window and other guards are locked, all protective blinds are lowered, motion sensors are not covered, unnecessary electrical, gas and other devices are not turned on, and other reasons that may pose a threat to the security of the Object and/or to become the cause of false Alarm System activations are eliminated. In this case, false Alarm System activation is considered to be all those cases when the MCC of the Bureau received a corresponding signal, to which the Bureau responded in accordance with the procedure established by the Rules - sent a RRC to the Object, but no signs of violation of the Object or other illegal invasion in the Object were detected;
 - 3.1.3. inform the Bureau immediately by one of the phones or mobile apps specified by the Bureau (if the Client uses it) about malfunctions and disturbances of the Alarm System, as well as immediately notify the Bureau about observed violations of the perimeter of the Object, signs of theft, break-in and other circumstances that may affect the execution of the Agreement;
 - 3.1.4. inform the Bureau before starting reconstruction or repair of the Object, if the operation of the Alarm System may change as a result of these works, and/or it may affect the fulfilment of the obligations of the Bureau;
 - 3.1.5. money, valuables (gems, precious metals, products thereof or their scrap, etc.), firearms, other items that are required by the law to be stored in a safe (a metal lockable box that has a complex locking mechanism or coded lock, is resistant to mechanical damage, fire, reliably fixed to the floor or wall, the door of which does not come out after cutting the latches and which basically meets the standards of safes for the storage of this type of property) are stored in it. Ensure safe keys, passwords or other means are securely stored and kept in a place unknown to third parties;
 - 3.1.6. provide the Bureau with two sets of keys (and/or magnetic cards, staircase entrance codes, etc.), number combinations



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for unlocking electronic (other) locks, if access to the Object is limited by gates, staircases, etc. The Client must immediately notify in advance and, as far as possible, ensure that there are no other obstacles that, in the Bureau response according to the procedure established in the Rules, would prevent the employees of the Bureau from accessing the Object (for example, if there are dogs in the Object);

- 3.1.7. inform the Bureau about changes to the Object after the signing of the Agreement (fences, gates, changed Object number, signs, etc.) that would affect the external inspection of the Object. The Client confirms and understands that the Bureau will be able to inspect the Object only from those places the access to which will not be restricted. The Client assumes all risk and responsibility for losses that may occur due to the inability of the Bureau to access the Object and inspect it externally for the reasons specified in this clause. Without the participation of the responsible person of the Client, the Bureau does not inspect and check the interior of the Object, except if the Parties have agreed otherwise in advance.
- 3.2. provides the Bureau with the details of responsible persons (name, surname, phone number), who can be contacted 24 hours a day, who has the right to turn on and off the Alarm System of the Object or order the repair of the Alarm System, cancel and, if necessary, call the RRC of the Bureau, which must arrive at the Object within 30 (thirty) minutes. The Client must immediately inform the Bureau about the change of these data by e-mail, mobile app (if the Client uses it) or at the self-service account of the Client: savitama.ekskomisarai.lt/prisijungimas;
- 3.3. upon receipt of the notification of the Bureau about the activated Alarm System, ensures that at least one of the responsible persons arrives at the Object immediately, but not later than within 30 (thirty) minutes, to inspect the Object from the inside, carrying a valid identity document and, at the request of the employees of the Bureau, to submit it. If the responsible person of the Client does not arrive at the Object at the specified time, refuses to come, or in case of failure to contact any of the responsible persons of the Client by the method chosen by the Client in the Special Part, the Bureau cancels the RRC. As a result, the Client has no right to express any kind of claims and demands towards the Bureau;
- 3.4. if the fact of theft (loss, damage, destruction) of material values is established in the Object, does not perform any activity at the scene (except for such activity that does not affect the identification and/or clarification of the damage, the circumstances of the event, traces), until the representatives of the Bureau and the Police arrive. However, this does not release the Client from the obligation to take all necessary measures to reduce the damage caused during the event. The Client must submit a claim for damages (losses) in writing not later than within 90 (ninety) calendar days from the date of the event. Together with the claim, the Client must submit all available documents substantiating the Client's right to claim compensation of losses and their amount, including, but not limited to, (i) a list of the missing, destroyed or damaged property of the Client, (ii) copies of police documents documenting the loss, copies of the list of destroyed or damaged property of the Client, as well as (iii) the residual value of the missing, destroyed or damaged property and the documents justifying its calculation. **Note.** The place of the event in the Object is a specific structure, building, room, territory or its part from which the theft of material values was committed, property was destroyed/damaged, where there may be traces of a crime or violation of the law;
- 3.5. During the period of temporary disconnection of the Alarm System or at another agreed time, for the on-call fee provided for in the Special Part or another fee separately agreed upon by the Parties, the Client has the right to order the RRC on-call service of the Bureau according to the possibilities and availability of the Bureau. Such an order can be made both by phone and by e-mail and the order to carry out physical security is considered concluded in accordance with the written Agreement. Billing for additional physical security services is provided in accordance with this Agreement. By agreement of the parties, the security services may be performed not at the Object specified in the Special Part, but in the object/territory managed/used by the Client. A separate agreement/contract/act's may be drawn up for the order.

4. General response conditions

- 4.1. The monitoring of the signals (messages) of the Alarm System installed in the Object is carried out when the Alarm System of the Object is programmed and its data is transmitted to the MCC of the Bureau. The services start to be provided on the date and time specified in the Special Part, but not earlier than when the Transfer-acceptance act of completed works is signed. The Bureau does not control the Alarm System activation/deactivation time, if the alarm activation/deactivation time control service is not selected.
- 4.2. The Alarm System connected to the MCC of the Bureau by telephone lines does not protect the telephone lines themselves. If the telephone line is damaged, the Alarm System works in local mode, if radio waves or other communication with the MCC of the Bureau is not installed.
- 4.3. Upon receipt of the Bureau MCC Alarm, Fire alarm, Sabotage (when the alarm is activated) signals, or upon detection of a time Control violation (if such a service is selected), the RRC of the Bureau is sent to the Object, unless a different response/information method specified below is selected in the Special Part:
 - 4.3.1. the Client is called and if the Client wishes - the Bureau RRC is sent to the Object. If it is not possible to contact the Client by phone within 5 (five) minutes, the RRC of the Bureau is sent to the Object without the Client's request (the expected arrival time of the RRC of the Bureau at the Object is calculated from the Client's request to send the RRC of

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- the Bureau or after 5 (five) minutes after receiving the corresponding signal to the MCC of the Bureau, when it is not possible to contact the Client by phone);
- 4.3.2. the Client is called and notified of the receipt of the relevant signal or time control violation.
If it is not possible to contact the Client by phone (every responsible person of the Client is called once), the Client is informed by SMS and a message in the mobile app (if the Client uses it). The RRC of the Bureau is not sent to the Object, unless the Client requests the sending of the RRC after calling;
- 4.3.3. the Client is informed about the receipt of the relevant signal or time control violation of by SMS and mobile app (if the Client uses it). The RRC of the Bureau is not sent to the Object.
- 4.4. An employee of the RRC who has arrived at the Object, if possible:
- 4.4.1. inspects the perimeter of the Object from the outside, takes measures permitted by the legal acts of the Republic of Lithuania to protect the Object and the persons and property in it;
- 4.4.2. takes the measures permitted by the legal acts of the Republic of Lithuania to detain persons found in the Object or near the Object, suspected of committing a violation of the law and follows the requirements of the legal acts of the Republic of Lithuania and/or the legal instructions of the Client or his responsible person;
- 4.4.3. if necessary, the appropriate specialized service (ambulance, fire rescue service, etc.) is called from the MCC of the Bureau to the Object, and the Police is informed if the employee of the RRC notices obvious signs of a violation of the law. The employee of the Bureau is not obliged to perform the functions assigned to specialized services, including, but not limited to, emergency medical assistance, fire protection at the Object;
- 4.4.4. At the Client's request, according to the possibilities of the Bureau, he is on duty at the Object, if the responsible persons of the Client cannot come to the Object on time referred to in Clause 3.3 of the Rules, but applies to the Bureau with a verbal request to stay on duty at the Object for the agreed time for the fee provided for in the Special Part of the Agreement.
- 4.5. After the employee of the RRC arrives and inspects the Object from the outside and detects obvious violations of the perimeter of the Object or signs of invasion:
- 4.5.1. The Bureau informs the Client or his responsible person about the identified violations of the perimeter of the Object or signs of invasion (broken windows, broken doors, etc.);
- 4.5.2. The employee of the Bureau stays on duty at the Object until the Client or his responsible person arrives. If it was not possible to contact the Client or his responsible persons by the indicated phone numbers, if possible, the RTT of the Bureau is on duty at the Object. The Bureau continues to make reasonable efforts to contact the Client or his responsible persons. The fee provided for in the Special Part is applied when staying on duty at the Object. While on duty, if it is necessary to leave the Object due to circumstances significant to the Bureau, the Bureau employee has the right to temporarily leave the Object and the Bureau shall not be held liable for this. If the Client refuses to come to the Object, the Bureau employee leaves the Object and the Bureau bears no responsibility for this.
- 4.6. After the employee of the RRC arrives and inspects the Object from the outside and does not detect obvious violations of the perimeter of the Object or signs of invasion, using the method chosen by the Client in the Special Part, he:
- 4.6.1. calls the Client and informs about the results of the inspection of the Object and waits for the Client or his responsible person for the time referred to in Clause 3.3 of the Rules to arrive and open the premises to determine the reasons for the activation of the Alarm System. If it was not possible to contact the Client or his responsible persons by the specified phones (one call is made to each of the responsible persons of the Client) or they refused to come to the Object, the Bureau employee leaves the Object and the Client is informed by SMS and a message in the mobile app (if the Client uses);
- 4.6.2. the Client is informed about the results of the Object inspection by SMS and a message in the mobile app (if the Client uses it) and the employee of the Bureau leaves the Object;
- 4.6.3. The Client is not informed about the results of the Object inspection and the employee of the Bureau leaves the Object.
- 4.7. Upon receipt of the Sabotage signal, at the time when the Alarm System of the Object is activated, the Bureau must act as provided for in Clause 4.3 of the Rules, and upon receipt of a Sabotage signal, at a time when the Alarm System of the Object is not activated, the Client is called and, if the Client wishes, the RTT of the Bureau is sent to the Object. If it is not possible to contact the Client by phone within 5 (five) minutes, the RRC of the Bureau is sent without the Client's request (the expected arrival time of the RRC of the Bureau at the Object is calculated from the Client's request to send the RRC of the Bureau or after 5 (five) minutes after receiving the signal to the MCC of the Bureau, when it is not possible to contact the Client by phone).
- 4.8. Upon receipt a Failure, Ray Ignorance, Communication Failure, Power Loss, Backup Alarm System Power Loss Signal or failure to receive a Test Signal, the Bureau informs the Client about this by SMS and mobile app (if the Client uses it). The RRC of the Bureau is not sent to the Object.
- 4.9. If the Bureau receives an Emergency or Forced Shutdown signal, the RTT of the Bureau arrives at the Object in any case.
- 4.10. All other signals of the Alarm System received by the MCC of the Bureau are considered informative and are intended for archiving.
- 4.11. If the MCC of the Bureau receives an Alarm, Fire, Sabotage signal or a time control violation is detected (if such a service

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is selected), the RRC of the Bureau visit to the Object may be cancelled in the following cases:

- 4.11.1. The responsible person of the Client with the help of a mobile app (if the Client uses it) or by clicking on the link in the received SMS message or calls the phone numbers specified in the Special Part of the Agreement, reports that there has been a false Alarm System activation or that the Client does not want the arrival of the RRC, or;
- 4.11.2. within one minute after receiving the corresponding signal the Alarm System will be deactivated. In this case, it is considered that the person who knows the Alarm System code stays in the Object legally and no assistance is required. In this case, the Client is additionally informed about the cancellation of the RRC visit to the Object by SMS message.
- 4.12. The Client and his responsible persons undertake to use only the telephone numbers provided to the Bureau for communication with MCC. The Bureau has the right not to execute the instructions given by the Client or his responsible person over the phone, if the Client contacted MCC from a phone number other than the one provided to the Bureau. In such a case, the Bureau has the right to contact another responsible person of the Client on the phone numbers provided to the Bureau and ask them to confirm or deny the instructions/requests given by the other responsible person. The Bureau also has the right to request the Client's responsible person to call MCC back from the phone number provided to the Bureau.
- 4.13. The Client is additionally informed about the cancellation of the RRC visit to the Object by a message from the mobile app (if the Client uses it). If the RRC cancellation is received before the Bureau arrives at the Object, in this case, the fee for arrival of the RRC of the Bureau provided for in the Special Part is not applicable to the Client. If the RRC cancellation is received after the Bureau has arrived at the Object of the Client - fee for arrival of the RRC of the Bureau is applied.
- 4.14. The time of the RRC arrival at the Object specified in the Special Part is probable and indicative, which depends on various predictable or unforeseen factors, but the Bureau makes maximum efforts to arrive at the Object within the expected time of arrival at the Object provided for in the Special Part.
- 4.15. On the basis of legitimate interest, and in order to provide quality services, for the purpose of the execution of the Agreement, the Bureau has the right to record phone conversations between the Bureau and the Client (his representatives) or/and between the Bureau and third parties, which are related to the execution of the Agreement.
- 4.16. If the MCC of the Bureau during a period of 3 (three) days from the receives from the Object of the Client corresponding signals generated by the Alarm System and during this period the Bureau sent the RRC to the Object 5 (five) times, and no signs of damage to the Object were detected during the inspections, after receiving corresponding signals generated by the Alarm System on the other times, the Bureau has the right not to send the RRC to the Object until receipt of a separate notification from the Client that the Alarm System is working properly. In case of non-sending of the RRC provided for in this point, the Client has no right to express any kind of claims and demands towards the Bureau and the provisions of the Agreement are not considered to be violated. The Bureau informs the Client about the non-sending of the RRC of the Bureau provided in this point by e-mail, call, SMS or a message in the mobile app (if the Client uses it). The Client has the obligation to immediately eliminate the causes of the activation of the Alarm System of the Object and informs the Bureau about this or contacts the Bureau for the provision of such services. This condition does not apply when the Client pays for each visit of the RRC of the Bureau.