**Agreement for the Recruitment of Permanent and Fixed Term Contract Employees**

THIS AGREEMENT ("Agreement") is entered into as of the last date of signature herein ("Effective Date") by and between:

Tyco Integrated Fire & Security (Schweiz) AGa company registered in Switzerland with company number CHE-106.831.135 with its registered address at Bahnweg 11, CH - 8808 Pfäffikon / SZ ("JOHNSON CONTROLS") and

Johnston Vere Consultancy incorporated and registered in United Kingdom company number 03858952 whose registered office is at Suite 205-209 Malthouse Business Park 48 Southport Road, Ormskirk, Lancs, England, L39 1QR ("AGENCY").

The background of this Agreement is as follows:

A. JOHNSON CONTROLS and its Affiliates are engaged in the business of developing, manufacturing, and selling building solutions products and services. From time to time, JOHNSON CONTROLS requires assistance in hiring qualified candidates to assist JOHNSON CONTROLS in conducting its business ("Applicants").

B. AGENCY is engaged in the business of providing qualified Applicants on a direct hire basis.

C. JOHNSON CONTROLS or its Affiliates wish to engage AGENCY on an as-needed basis to search for and provide qualified Applicants, and AGENCY agrees to provide such services to JOHNSON CONTROLS or its Affiliates, under the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, JOHNSON CONTROLS and AGENCY agree as follows:

1. **Definitions and Interpretation**

In this Agreement, the following words and expressions shall have the following meanings and unless the context requires otherwise, references to the singular include the plural. The headings contained in this Agreement are for convenience only and do not affect its interpretation.

* 1. "Affiliates" means in relation to JOHNSON CONTROLS, any entity that directly or indirectly controls, is controlled by, or is under common control with JOHNSON CONTROLS, for so long as such control exists. In the case of companies and corporations "control" and "controlled" means beneficial ownership of more than fifty percent of the voting stock, shares or equity in an entity. In the case of any other legal entity, "control" and "controlled" shall exist through the ability to directly or indirectly control the management and/or business of the legal entity. Any Affiliate shall be deemed to be JOHNSON CONTROLS for the purposes of interpretation in this Agreement and all references to Affiliate in this Agreement shall be deemed to be JOHNSON CONTROLS.
  2. "Applicant" means the person introduced by AGENCY to JOHNSON CONTROLS for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company.
  3. “Applicant Tracking System” means the recruitment tool used by JOHNSON CONTROLS to manage the issuance of Assignments and the processing of Applicants.
  4. “Applicant’s Probation Period” means a period at the start of employment during which the Applicant is assessed by JOHNSON CONTROLS and following which time they are notified as to whether their appointment will be made permanent. The scope and terms of the Applicant’s Probation Period will be defined in their contract of service.
  5. “Assignment” means a job vacancy including specifications of the position or positions provided by JOHNSON CONTROLS to the AGENCY
  6. "Employment" means the engagement, employment or similar relationship, pursuant to labour-law provisions applicable to JOHNSON CONTROLS, of the Applicant by JOHNSON CONTROLS on a permanent or fixed term contract basis, whether under a contract of service or for services or any other engagement;
  7. "Introduction" means (i) JOHNSON CONTROLS' interview of an Applicant in person or by telephone or video, following JOHNSON CONTROLS’ instruction to AGENCY to search for an Applicant in order to fill and Assignment; or (ii) the passing to JOHNSON CONTROLS of a curriculum vitae or information which identifies the Applicant and which has been requested by JOHNSON CONTROLS in relation to an Assignment and which leads to Employment of that Applicant;
  8. "Remuneration" means Applicant's agreed gross annual salary only for the avoidance of doubt excluding any bonus entitlement, allowances, any benefits in kind or any other form of compensation.

1. **Engagement of Agency**
   1. JOHNSON CONTROLS or its Affiliates may request AGENCY on an as needed basis, to provide candidate search services, and AGENCY agrees to provide Introduction, upon the terms and conditions set forth herein.
   2. AGENCY shall only take instructions from JOHNSON CONTROLS's Talent Acquisition department. AGENCY agrees that it shall not provide any information about Applicants, by any means, to any other department or staff of JOHNSON CONTROLS, without the express prior written authorization of a representative of JOHNSON CONTROLS's Talent Acquisition department.
   3. AGENCY agrees to only provide Applicant information in accordance with a specific Assignment and shall not refer people, profiles or unsolicited curriculum vitae and acknowledges that JOHNSON CONTROLS has no obligations under this Agreement with regard to referrals that are presented to JOHNSON CONTROLS without a specific Assignment being provided by Johnson Controls to the AGENCY.
2. **Contract Term and Termination**
   1. This Agreement shall commence on the date it is signed on behalf of JOHNSON CONTROLS and shall continue for a period of 12 (twelve) months (the ''Term"). After this period the Agreement will automatically be extended by a further 12 (twelve) months each year unless earlier terminated in accordance with provisions of this Agreement.
   2. JOHNSON CONTROLS may terminate this Agreement without cause immediately and at any time. Only the fees accruing up to this point in time and the approved Applicant expenses would be payable by JOHNSON CONTROLS to AGENCY.
   3. AGENCY may terminate this Agreement without cause by giving no less than thirty (30) days' written notice to JOHNSON CONTROLS.
   4. If either JOHNSON CONTROLS or AGENCY terminates this Agreement for any reason pursuant to clauses 3.2 or 3.3 above, the provisions of clause 7 (Guarantee) and 10 (Confidentiality) shall survive such termination.
3. **Principles of Co-Operation**
   1. The responsibility of AGENCY is to identify, assess and select potential applicants that meet the agreed requirements of the Assignment to present to JOHNSON CONTROLS. In addition, and only on instruction by JOHNSON CONTROLS, the AGENCY may be required to facilitate interviews and offer negotiations with selected Applicants.
   2. This task takes the form of an advisory service and does not involve the supply of temporary workers.
   3. The responsibility of JOHNSON CONTROLS is support the work of AGENCY, in particular by making the decisions - especially concerning the interviewing, appointment or rejection of an Applicant - at the correct time and to inform AGENCY accordingly.
   4. JOHNSON CONTROLS Talent Acquisition team is the sole point of contact within JOHNSON CONTROLS who can provide Assignments to AGNECY. Under no circumstances should AGENCY contact or regard contact from any other employees of JOHNSON CONTROLS as approval to provide services for an Assignment. Failure to adhere to this rule will result in termination of this Agreement and JOHNSON CONTROLS shall not be liable for any fees payable to AGENCY for an Assignment engaged outside of instruction from the Talent Acquisition team. If any employee of JOHNSON CONTROLS should make contact with AGENCY directly, the Talent Acquisition team must be notified immediately. Any employee or consultant working on behalf of AGENCY must be fully briefed and trained by the AGENCY on JOHNSON CONTROLS Assignment engagement process.
   5. JOHNSON CONTROLS will upload all Assignments to the Applicant Tracking System and publish externally to AGENCY as notification that a new Assignment is available. AGENCY will acknowledge receipt of the Assignment and AGENCY’s decision to accept or refuse the Assignment within 1 business day of the Applicant Tracking System notification.
   6. All Applicants must be submitted to JOHNSON CONTROLS through the Applicant Tracking System portal and introductions through other channels, including but not limited to email, telephone, written letter, will not be accepted or considered by JOHNSON CONTROLS. If AGENCY is encouraged by an employee of JOHNSON CONTROLS outside of the Talent Acquisition team to submit Applicants to JOHNSON CONTROLS by any other channel other than the Applicant Tracking System, AGENCY must inform the Talent Acquisition team immediately.
   7. When AGENCY submits an Applicant in the Applicant Tracking System AGENCY will ensure the email address provided belongs to the Applicant and is their preferred contact email. Applicant submission will include an original Applicant CV and relevant accompanying details in a coversheet including: Summary notes on suitability, current salary & benefits, expected salary, notice period, interview availability and eligibility to work in the Assignment Country.
   8. Introductions are only valid for the Assignment for which they are introduced, and Applicants must be attached to an Assignment by AGENCY for an Introduction to be valid
   9. In the event that the same Applicant is submitted by more than one supplier for the same Assignment or the same Applicant applies directly to JOHNSON CONTROLS, preference will go to whomever first submitted the details via the Applicant Tracking System as determined by JOHNSON CONTROLS, as long as the Applicant has been previously spoken to in relation to the relevant Assignment by that supplier. The ownership by the AGENCY of the Applicant is limited to each specific Assignment only.
   10. If an Applicant applies for an Assignment independently and before they are submitted for an Assignment by Agency, no fee shall be payable should that Applicant accept Employment with JOHNSON CONTROLS in relation to that Assignment.
   11. If an Applicant who has been put forward by AGENCY has already applied for the current Assignment at JOHNSON CONTROLS upon their own initiative and independently of the introduction by AGENCY, JOHNSON CONTROLS shall inform AGENCY as soon as reasonably possible. Correct candidate submission in the Applicant Tracking System should flag duplications if a candidate already exists in the Applicant Tracking System. Upon receipt of the name, JOHNSON CONTROLS will validate if the candidate has applied to the specific Assignment. If they have not, the Applicant details will be matched to the Assignment identifying AGENCY’s Introduction. In such a case where the candidate has applied to the specific vacancy, AGENCY will not be required to perform any further services with respect to this Applicant unless JOHNSON CONTROLS expressly requires the opposite and JOHNSON CONTROLS is not obliged to pay a fee for the Applicant to AGENCY.
   12. All speculative CV’s must be discussed with JOHNSON CONTROLS Talent Acquisition team before being submitted to JOHNSON CONTROLS. No CV or Applicant details should be submitted to the Applicant Tracking System if not attached to a Assignment advertised by JOHNSON CONTROLS on the Applicant Tracking System. If AGENCY is found to have submitted speculative Applicants to the system, or through other channels, without prior discussion and agreement with the Talent Acquisition team, the Applicant will not be considered as an Introduction by AGENCY.
   13. AGENCY will inform JOHNSON CONTROLS in writing on the status of Applicant search every week without being prompted and / or as otherwise requested by JOHNSON CONTROLS and will send to JOHNSON CONTROLS all project-related information and documentation in the form of a status report.
   14. AGENCY shall upon reasonable notice also attend and participate in ad hoc review meetings (including by conference call) at such frequency as determined by JOHNSON CONTROLS. AGENCY shall ensure the availability of any relevant personnel to attend and participate in such meetings.
4. **Suitability and References**
   1. AGENCY shall ensure the suitability of any Applicant introduced to JOHNSON CONTROLS by obtaining confirmation of the Applicant's identity; that the Applicant has the experience, training, qualifications and any authorization which JOHNSON CONTROLS considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position which JOHNSON CONTROLS seeks to fill. AGENCY shall provide such confirmation of Applicant's suitability at the time of making the Introduction.
   2. AGENCY shall take all such steps as are reasonably practicable to ensure that JOHNSON CONTROLS and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which JOHNSON CONTROLS seeks to fill.
   3. AGENCY shall take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either JOHNSON CONTROLS or the Applicant for the Applicant to work in the Assignment which JOHNSON CONTROLS seeks to fill.
   4. To enable AGENCY to comply with its obligations under clauses 5.1, 5.2, and 5.3 above JOHNSON CONTROLS undertakes to provide to AGENCY details of the position which JOHNSON CONTROLS seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorization which JOHNSON CONTROLS considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position. In addition JOHNSON CONTROLS shall provide details of the date JOHNSON CONTROLS requires the Applicant to commence, the duration or likely duration of the work; the remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration.
   5. The AGENCY shall Introduce only Applicants who have the right to work in the location where the Assignment is located and, in particular, the AGENCY shall comply with all legislation in the relevant jurisdiction as well as any regulations or relevant codes of practice regarding the reporting of labour movements, concealed employment and the employment of foreign workers.
   6. Where an Applicant is required by law or any professional body to have any qualifications, authorisations or certification to work on the Assignment the AGENCY shall take all reasonably practicable steps to obtain, and offer to provide copies of, any relevant qualifications or authorisations or certification and two references. AGENCY shall also take all reasonably practicable steps to confirm that the APPLICANT is suitable for the Assignment. If the AGENCY is unable to fully comply with these requirements, it shall inform JOHNSON CONTROLS of the steps it has taken to obtain the necessary information.
5. **Notification and Fees**
   1. JOHNSON CONTROLS agrees:
      1. To notify AGENCY immediately of any offer of an Employment which it makes to the Applicant;
      2. To notify AGENCY immediately that its offer of an Employment to the Applicant has been accepted and to provide details of the Remuneration to AGENCY; and
      3. To pay AGENCY's fee within 45 (forty five) days NPR (next payment run) of the date JOHNSON CONTROLS receives a valid invoice that meets JOHNSON CONTROLS’ submission rules provided the invoice is submitted to the correct mailbox stipulated on the Purchase Order (PO) provided by JOHNSON CONTROLS.
   2. No fee is incurred by JOHNSON CONTROLS until the Applicant signs the contract of Employment with JOHNSON CONTROLS, and the AGENCY shall not render an invoice to JOHNSON CONTROLS for its fees before the contract has been signed by the Applicant.
   3. The fee payable to AGENCY by JOHNSON CONTROLS for an Introduction resulting in an Employment is calculated as percentage of the Remuneration stated in the Applicant’s employment contract. Individual country taxes will be charged on the fee according to the individual country’s legal regulations. 50% of the margin as agreed under clause 6.4 is invoiced once the Applicant has signed the contract with the remaining 50% of the margin invoiced on the date the Applicant starts in the role. If the Applicant does not start on the date as agreed a full refund will be issued to JOHNSON CONTROLS. JOHSON CONTROLS will review the request with the supplier again and take whatever action necessary from that time.
   4. The fee payable to AGENCY will be determined as per the table below as a percentage of the Remuneration applicable during the first 12 months of the Employment

|  |  |
| --- | --- |
| **Annual Salary** | **Fees** |
| All ranges | 18 % |
|  |  |
|  |  |

* 1. In the event that the Employment is for a fixed term of less than 12 months, the fee in clause 6.4 above will apply pro-rata. If the Employment is extended beyond the initial fixed term or if JOHNSON CONTROLS re-engages the Applicant within six calendar months from the date of termination of the first Employment, JOHNSON CONTROLS shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Employment following the initial fixed term up to the termination of the second Employment or the first anniversary of its commencement, whichever is the sooner.
  2. If JOHNSON CONTROLS subsequently engages or re-engages the Applicant introduced by AGENCY for the Assignment or similar type of position, where the Applicant has not applied directly, within the period of six calendar months from the date of rejection by either parties or withdrawal of the offer by JOHNSON CONTROLS, a full fee calculated in accordance with clause 5.4 above becomes payable.
  3. Should the Applicant introduced by AGENCY be rejected by JOHNSON CONTROLS, or the offer of Employment made by JOHNSON CONTROLS be rejected by the Applicant, JOHNSON CONTROLS is not obliged to pay a fee for the Applicant to AGENCY.

1. **Guarantee**
   1. If the Employment terminates before the expiry of Applicant’s Probation Period or 3 months (whichever is longer) from the commencement of the Employment (except where the Applicant is made redundant) the fee paid to AGENCY by JOHNSON CONTROLS will be refunded to JOHNSON CONTROLS in accordance with the following scale of refund:

|  |  |
| --- | --- |
| **Month in which the Applicant leaves** | **% of introduction fee refunded** |
| First month | 100% |
| Second month | 75% |
| Third month | 50% |
| Fourth month | 30% |
| Fifth month | 30% |
| Sixth month | 30% |
| After sixth month | 0% |

* 1. AGENCY is obliged to issue credit note within 10 working days from the original date when AGENCY has been informed about the Employment relationship termination.
  2. AGENCY is entitled to a new Applicant search to be delivered in an agreed period of time in order to replace the terminated Applicant only with prior confirmation from JOHNSON CONTROLS.

1. **Expenses and Associated Costs**
   1. JOHNSON CONTROLS is not obliged to pay for any expenses which arise during the recruitment process; this includes costs for advertisement, Applicant´s expenses as well as the travel costs and expenses of AGENCY.
   2. If there is international travel required for the Applicant to attend an interview or another purpose, travel expenses need to be first agreed in writing with JOHNSON CONTROLS and will be paid separately and only with proof. AGENCY should strive to limit these costs in the interest of JOHNSON CONTROLS as low as possible. Any exceptions due to extraordinary circumstances need prior approval in writing from JOHNSON CONTROLS.
   3. To the aforementioned fees and associated costs will be added the statutory taxes and this will be payable within 45 (forty five) days NPR (next payment run) of the of the date JOHNSON CONTROLS receives a valid invoice that meets JOHNSON CONTROLS’ submission rules provided the invoice is submitted to the correct mailbox stipulated on the Purchase Order (PO) provided by JOHNSON CONTROLS.
   4. The payment of any further (additional) costs (such as a lump sum for office communication, telephone costs etc.) is expressly excluded.
2. **Non-solicitation of Employees**
   1. AGENCY shall not, either on its own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of nine months from, the end of the term of this Agreement, solicit or entice away or attempt to entice away or authorise the taking of such action by any other person, any employee JOHNSON CONTROLS other than by means of a national advertising campaign open to all-comers and not specifically targeted at employees of JOHNSON CONTROLS.
3. **Confidentiality**
   1. Each party undertakes that it shall not at any time during this Agreement, and for a period of two years after termination or expiry of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by [clause 10.2](#a955312).
   2. Each party may disclose the other party's confidential information:
      1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this [clause 1](#a425800)0.3; and
      2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
   3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
4. **Warranties and Indemnities**
   1. Each party warrants that it has full capacity and authority to enter into and perform this Agreement.
   2. AGENCY agrees to provide Introduction services in accordance with all applicable statutes, laws, regulations, codes of practice and the standards and practices that are in force in the territory in which the Employment takes place and that are generally accepted and exercised by other persons engaged in performing similar services.

AGENCY warrants that it is an equal opportunity employer and refers qualified Applicants regardless of their age, race, colour, religion, national origin, sex, sexual orientation, marital status, ancestry, genetic information or any other legally protected classification.

* 1. AGENCY warrants that it has the necessary expertise to provide the Introduction services and shall perform them in keeping with the highest professional business standards by using appropriately qualified, experienced and trained personnel.
  2. AGENCY shall indemnify and hold harmless JOHNSON CONTROLS and its officers, directors, agents and employees, from any third party claim, demand, action, damage, liability, injury, expense or loss, arising out of AGENCY's negligent performance or negligent failure to perform the Introduction services under this Agreement. The foregoing indemnity shall include but shall not be limited to reasonable court costs, legal fees, costs of investigation(s), and costs of defence.
  3. JOHNSON CONTROLS shall not be liable for any indirect, consequential, special, exemplary, punitive or incidental damages whatsoever (including without limitation those arising under a theory of warranty, contract or tort or loss of business revenue, profits, business interruption, failure to realise savings) even if JOHNSON CONTROLS has been made aware of the possibility of such damages.

1. **Relationship of the Parties**
   1. AGENCY shall perform all services under this Agreement as an independent contractor. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership, or business organisation of any kind between AGENCY and JOHNSON CONTROLS. Neither party is the agent of the other, nor shall either party have, nor shall represent that it has, any power, right or authority to bind the other party to any obligation or liability of any kind.
2. **Compliance Provisions**
   1. No Improper Means of Obtaining Business. JOHNSON CONTROLS and AGENCY intend that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion or kickbacks, or other unlawful or improper means of obtaining business.
   2. No Bribes. AGENCY shall not, directly or indirectly, pay, offer, authorize or promise any monies or anything of value (such as, without limitation, gifts, contributions, travel, or entertainment) to any person, entity or organization, including any employee of AGENCY or JOHNSON CONTROLS or JOHNSON CONTROLS’s Customer(s), or any “Government Official” (a term which includes any employee or official of any governmental authority, government owned or controlled entity, public international organization or political party; or any candidate for political office) for the purpose of improperly influencing their acts or decisions. AGENCY will take appropriate actions to ensure that all persons representing or acting under its instruction or control (“AGENCY’s Agents”) will also comply with this Section.
   3. No Kickbacks. No part of any payment of any amounts payable to AGENCY under this Agreement will be distributed to JOHNSON CONTROLS, its Affiliates or any JOHNSON CONTROLS customers, or to any of their respective employees or agents or their family members.
   4. No Conflicts. Except as disclosed in writing to JOHNSON CONTROLS (in a questionnaire response or otherwise), AGENCY represents that it does not have any reason to believe there are any actual or potential conflicts of interest regarding its relationship with JOHNSON CONTROLS, such as, without limitation, family members who could potentially benefit from the commercial relationship established by this Agreement; and neither AGENCY, nor any of AGENCY’s Agents, are or have any family members who are Government Officials in a position to influence AGENCY’s commercial relationship with JOHNSON CONTROLS.
   5. Accurate Books and Records. AGENCY shall maintain complete and accurate books and records in accordance with generally accepted accounting principles in AGENCY’s jurisdiction, consistently applied, properly and accurately recording all payments made by AGENCY or AGENCY’s Agents in performance of this Agreement, and all Purchase Price payments, commission, compensation, reimbursements, or other payments made by or on behalf of JOHNSON CONTROLS to AGENCY or AGENCY’s Agents. AGENCY shall maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-book accounts and that its assets are used only in accordance with its management directives. All of AGENCY’s books and records relating to this Agreement shall be available for inspection, copying, and audit by JOHNSON CONTROLS or its designee from time to time during AGENCY’s normal business hours on reasonable notice during the Term and for three (3) years thereafter for the purpose of verifying AGENCY’s compliance with the terms hereof. JOHNSON CONTROLS shall bear and pay for the cost of any such audit, unless such audit discloses errors or omissions in excess of five percent (5%), in which case the cost of the audit shall be borne by AGENCY.
   6. Compliance Certification. AGENCY shall, when and as may be requested by JOHNSON CONTROLS from time to time, provide to JOHNSON CONTROLS a written certification in form and substance satisfactory to JOHNSON CONTROLS that AGENCY is in compliance with this Section 13.
   7. No Payments for Improper Activities. JOHNSON CONTROLS shall not be required under any circumstances to take any action or make any payments that JOHNSON CONTROLS believes, in good faith, would cause it or its Affiliates to be in violation of any Anti-Corruption Laws (“Anti-Corruption Laws” include, collectively, the United States Foreign Corrupt Practices Act, laws under the OECD Anti-Bribery Convention, UK Anti Bribery Act and local anti-corruption laws). If JOHNSON CONTROLS at any time believes, in good faith, that a breach of any of AGENCY’s covenants, representations or warranties in this Section 13 has occurred or may occur, JOHNSON CONTROLS may withhold any Purchase Price payment, commission, compensation, reimbursement, or other payment until such time as JOHNSON CONTROLS has received confirmation to its reasonable satisfaction that no breach has occurred or will occur. JOHNSON CONTROLS shall not be liable to AGENCY for any claim, losses, or damages whatsoever related to JOHNSON CONTROLS’s decision to withhold any Purchase Price payment, commission, compensation, reimbursement, or other payment under this provision.
   8. Business Ethics.  It is JOHNSON CONTROLS’s policy to conduct business lawfully and in accordance with the highest ethical standards and to require its suppliers to maintain equivalent standards. In providing goods and services to JOHNSON CONTROLS, AGENCY and its personnel agree to abide by a code of ethical business conduct that meets or exceeds Johnson Controls’ supplier policies posted on: [http://www.johnsoncontrols.com/suppliers](https://www.acquisition.gov/far/current/html/52_222.html).  AGENCY and its personnel also have a responsibility to bring any concerns related to these policies to JOHNSON CONTROLS through its confidential Internet-reporting service at [www.JohnsonControlsIntegrityHelpline.com](http://www.JohnsonControlsIntegrityHelpline.com).  AGENCY and its personnel may also call Johnson Controls’ confidential, toll-free Integrity Helpline at 1-800-250-7830.  For calls originating from outside of the United States, a complete list of toll-free numbers can be found on Johnson Controls’ website at: [www.JohnsonControlsIntegrityHelpline.com](https://www.acquisition.gov/far/current/html/52_200_206.html).
   9. Social Responsibility. AGENCY acknowledges that it has reviewed its supply chain security procedures and, by acceptance of each Order from JOHNSON CONTROLS, AGENCY certifies that in the countries in which AGENCY is doing business (a) AGENCY has implemented procedures to manage the materials, including all labor-related processes, to ensure that all materials incorporated into the Products comply with laws prohibiting slavery, involuntary servitude and human trafficking, (b) AGENCY does not use labor from persons of less than the applicable legal minimum working age, and (c) AGENCY and all Products shall comply with JOHNSON CONTROLS’s policies available on [http://www.johnsoncontrols.com/suppliers](https://www.acquisition.gov/far/current/html/52_217_221.html).
   10. Notification. AGENCY shall notify JOHNSON CONTROLS promptly if (a) AGENCY or any of AGENCY’s Agents have reason to believe that a breach of this Section 13 has occurred or is likely to occur; or (b) any conflicts of interest arise after the signing of this Agreement, including if any of AGENCY’s Agents or their family members become a Government Official in a position to influence AGENCY’s commercial relationship with JOHNSON CONTROLS. AGENCY will send all such notices to the reporting service described in Subparagraph H above or to such other location as JOHNSON CONTROLS may designate in writing.
   11. Audit Rights. If JOHNSON CONTROLS at any time believes, in good faith, that AGENCY has breached any of the warranties, representations or agreements in this Section 13, then JOHNSON CONTROLS will have the right to audit AGENCY‘s books and records related to this Agreement in order to verify AGENCY’s compliance with the provisions of this Section 13. Any and each such audit will be performed by individuals selected by JOHNSON CONTROLS. However, upon request by AGENCY, JOHNSON CONTROLS will select in its sole discretion an independent third party to conduct an audit in order to certify to JOHNSON CONTROLS whether any breach has occurred or will occur. AGENCY will fully cooperate in any audit conducted by or on behalf of JOHNSON CONTROLS.
   12. Termination Rights. Any breach by AGENCY or any of AGENCY’s Agents of any of the warranties, representations or agreements in this Section 13 will constitute grounds for immediate termination of this Agreement for cause by JOHNSON CONTROLS, and no Purchase Price, commission, compensation, reimbursement or other payment will be due to AGENCY in such event. AGENCY shall indemnify and hold harmless JOHNSON CONTROLS against any and all actions, claims, demands, losses, damages, costs, expenses and other Liabilities of whatever kind or nature resulting from any breach by AGENCY or any of AGENCY’s Agents of any of the representations, warranties or agreements contained in this Section.
3. **General**
   1. The failure of either party to insist upon compliance with any provision hereof shall not be construed as a waiver by that party of any of its rights with respect to that provision. If any term or provision of this Agreement is held void, illegal, or unenforceable, the validity of the remaining portions or provisions of this Agreement shall not be affected.
   2. The Agreement has been fully and freely negotiated by the parties hereto; shall be considered as having been drafted jointly by the parties hereto and shall be interpreted and construed as if so drafted, without construction in favour or against any party on account of its participation in the drafting thereof.
   3. This Agreement, including attachment(s) and appendices hereto, represent the complete agreement between the parties, and replaces and supersedes all prior agreements, whether oral or written , relating to the subject matter hereof. This Agreement may be amended or modified only by a writing signed by both parties.
   4. AGENCY may not assign this Agreement, and/or any of its rights or obligations hereunder without the prior written consent of JOHNSON CONTROLS.
   5. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the domicile of JOHNSON CONTROLS
   6. Each party irrevocably agrees that the courts of the domicile of JOHNSON CONTROLS shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.
   7. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement, including payment, if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 12 weeks, the party not affected may terminate this agreement by giving 10 days' written notice to the affected party
   8. Unless it expressly states otherwise, this Agreement does not give rise to any rights under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
   9. The Parties shall comply with terms of Schedule 1 (Data Protection)

WHEREFORE, the parties hereto have caused the Agreement to be executed by their duly authorised

representatives as of the Effective Date set forth above.

Tyco Integrated Fire & Security (Schweiz) AGJohnston Vere Consultancy Ltd 

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Signature |  |  | Signature |  |  |

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| Date |  |  | Date | 25/10/2022 |

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| --- | --- | --- | --- | --- |
| Name | Niamh O’ Mahony |  | Name | Jan Johnston |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Designation | EMEA Category Manger |  | Designation | Director |

**SCHEUDLE 1: Personal Data Processing Terms**

**Personal Data Processing Terms**

These Personal Data Processing Terms (“Terms”) are entered in between JOHNSON CONTROLS behalf of itself and its Affiliates (“JCI”) and AGENCY (“AGENCY”), together (“Parties”).

**Preamble.**

These Terms set forth confidentiality, security, and privacy requirements with respect to Personal Data Processed by AGENCY as part of the provision by AGENCY of the Services described in the Agreement. In the event of any conflict between the provisions of these Terms, its Annexes, and the provisions set forth in the AGREEMENT, the provisions that are more protective of Personal Data shall prevail.

1. **Definitions.** For the purposes of these Terms:

* “Affiliates” means all affiliated entities, including any parent, sister, daughter or subsidiary companies, of JOHNSON CONTROLS or AGENCY. Any reference to Affiliates in these Terms shall also be deemed to include all Personnel of such Affiliates.
* “Annex” means the Annex to these Terms attached hereto and forming an integral part of these Terms.
* “Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
* “Data Protection Rules” means the relevant national, federal, state and local laws and regulations that apply to the Processing of Personal Data, including but not limited to any applicable privacy and information security laws and regulations.
* “Data Subject” means an identified or identifiable natural person who can be identified directly or indirectly, including by reference to an identification number or to one or more factors specific to his physical, physiological, genetic, mental, economic, cultural or social identity. A legal person may qualify as Data Subject under the Data Protection Rules of specific jurisdictions, in which case such legal person shall also be considered a Data Subject for the purposes of these Terms.
* “Personal Data” means any information relating to a Data Subject.
* “Processor” means a natural or legal person, public authority, agency or other body which Processes personal data on behalf of the Controller.
* “Process”, “Processing” or “Processed” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
* “Personnel” means any employee, contractor, or agent.
* “Security Incident” means any: (i) transfer or disclosure to or access by third parties or Processing in breach of these Terms or the Data Protection Rules; (ii) loss of, or unauthorized access to or disclosure of, Personal Data resulting from breach of the safeguards described at Section 6 of these Terms or from a failure to establish such safeguards; (iii) or any event directly or indirectly affecting the confidentiality, integrity, or authenticity of Personal Data that is or was Processed by AGENCY on behalf of JOHNSON CONTROLS or in connection with the Services.
* “Services” means the Services provided by AGENCY to JOHNSON CONTROLS under the AGREEMENT.
* “Sub-Processor” means any data processor engaged by AGENCY when acting as Processor, which Sub-Processor Processes Personal Data on behalf of JCI. Any reference to a Sub-Processor in these Terms shall also be deemed to include all Personnel of the Sub-Processor.
* “Supervisory Authority” means a data protection authority or similar regulator as defined under Data Protection Rules.

Where AGENCY factually acts as Processor, the following terms shall apply:

1. **JOHNSON CONTROLS’ Authority.**

Processor shall only Process Personal Data for the business purpose of providing the Services and all such Processing shall be strictly in compliance with the requirements set out in these Terms and in compliance with JOHNSON CONTROLS’ instructions as issued from time to time.

1. **Processor Obligations**.

Processor shall, and Processor shall ensure that its Personnel, Affiliates and Sub-Processors shall, Process all Personal Data fairly and lawfully, respect the privacy of Data Subjects and comply with all Data Protection Rules. Processor shall also ensure that its Personnel, Affiliates and Sub-Processors shall have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Processor shall not (i) obtain any rights to any Personal Data by virtue of providing the Services, (ii) transfer or disclose any Personal Data (in part or in whole) to any third party, except as stipulated in these Terms, or (iii) Process or use any Personal Data for its own purposes or benefit. Processor shall notify JOHNSON CONTROLS of any change in operations or legislation which is likely to have an adverse effect on its ability to comply with these Terms.

1. **International Transfers.**

**4.1. General.** All transfers of Personal Data shall be in compliance with the Data Protection Rules applying to JOHNSON CONTROLS or the JOHNSON CONTROLS Affiliate which exports the Personal Data. Onward transfers of Personal Data by Processor shall be made in strict compliance with such Data Protection Rules. Processor shall provide to JOHNSON CONTROLS at least ninety (90) days of advance written notice prior to transferring Personal Data outside the country where the relevant Data Subjects reside.

**4.2. Transfers from EEA Countries**. All transfers of Personal Data from the European Economic Area or Switzerland, hereinafter referred to collectively as the “EEA”, to countries outside the EEA must be in strict compliance with the Data Protection Rules applying to the JOHNSON CONTROLS Affiliate located in the EEA which exports the Personal Data. For this purpose, Processor and/or its Affiliates shall enter into the European Commission approved Standard Clauses for the transfer of personal data to processors located outside the EEA (“Model Contract”) with JOHNSON CONTROLS as needed to satisfy cross-border transfer obligations under applicable Data Protection Rules. The Model Contract shall be annexed to these Terms. A Model Contract may not be necessary in case the Personal Data is transferred to a country that has been identified by the European Commission as providing adequate protection to Personal Data or to a Processor and/or its Affiliates offering protection to Personal Data under applicable Binding Corporate Rules. If the Personal Data is transferred to the United States, and Processor has self certified to the EU-US and/or Swiss-US Privacy Shield Framework (as applicable), the Model Contract may not be necessary and the following will apply: Processor represents and warrants that it has self-certified to the EU-US and/or Swiss-US Privacy Shield Framework (as applicable) and will maintain such certification continually for the duration of these Terms, including any extensions or option periods, and that it will adhere to the U.S. Department of Commerce Privacy Shield Principles in performance of these Terms. If the EU-US or Swiss-US Privacy Shield Framework is ruled invalid by a competent court or institution, Processor and/or its Affiliates shall immediately enter into the Model Contract with JCI.

**4.3. Onward Transfers.** Onwards transfers of Personal Data by Processor shall be made in strict compliance with Data Protection Rules and – if applicable - the annexed Model Contract or the EU-US or Swiss-US Privacy Shield Framework.

**5. Third Parties and Sub-Processors**.

Processor may subcontract work that relates to Personal Data under these Terms only in accordance with JOHNSON CONTROLS’ instructions. Processor represents that it shall provide a list of all relevant Sub-Processors (i) prior to starting Processing, (ii) at a later date when Processor uses a new Sub-Processor, and (iii) at any time upon JOHNSON CONTROLS’ request. This list should also include all geographic locations where Processing may take place. JOHNSON CONTROLS may object to the use of a new Sub-Processor in writing if the new Sub-Processor represents an unacceptable risk to the protection of the Personal Data as determined by JCI.

All Sub-Processors must comply with applicable Data Protection Rules and must be bound by an agreement that is substantially similar to these Terms, including but not limited to substantially the same provisions on international transfers, confidentiality and information security, cooperation and enquiries, Security Incidents and breach notification, and inspection and audit rights. JOHNSON CONTROLS shall be granted the same rights granted in these Terms vis-à-vis the Sub-Processor. The Sub-Processing agreement shall be provided to JOHNSON CONTROLS promptly upon request. Processor shall remain liable for all acts or omissions of Sub-Processors with respect to the Personal Data.

1. **Confidentiality and Information Security**.

Processor shall keep Personal Data strictly confidential and represents that it has implemented adequate physical, technical and organizational measures, which are reasonable based upon the sensitivity of the Personal Data and/or necessary to secure the Personal Data and to prevent unauthorized access, disclosure, alteration or loss of the same in light of the relevant risks presented by the Processing. In particular, such measures shall include, but shall not be limited to:

* Preventing access by unauthorized persons to Processing facilities and systems, where Personal Data is Processed or used (physical access control).
* Preventing unauthorized use of Processing systems (admission control).
* Ensuring that those persons authorized to use a Processing system are only able to access Personal Data within the scope of their access rights, and that Personal Data cannot be read, copied, modified or deleted without authorization during Processing or use and after recording (virtual access control).
* Ensuring that, during electronic transfer, transportation or when being saved to data carriers, Personal Data cannot be read, copied, modified or deleted without authorization, and that it is possible to check and establish to which bodies the transfer of Personal Data by means of data transmission facilities is envisaged (transmission control).
* Ensuring that it is possible to check and ascertain whether and by whom Personal Data has been accessed, modified or deleted from Processing systems (input control), and ensuring that such access, modification and deletion of Personal Data is, in fact, monitored for any unusual or suspicious activities.
* Ensuring that Personal Data Processed under these Terms can only be Processed in accordance with the instructions issued by JOHNSON CONTROLS (assignment control).
* Ensuring that Personal Data is protected against accidental malfunctions or loss (availability control).
* Ensuring that Personal Data collected for different purposes can be Processed separately (separation control).
* Maintaining a process for regularly testing, assessing and evaluating the effectiveness of physical, technical and organizational measures to ensure the security of the Processing.
* Ensuring that Processor has developed and implemented appropriate privacy and data protection policies and procedures, and that all Personnel who are involved in Processing the Personal Data have been appropriately trained to Process the Personal Data in accordance with such policies and procedures as well as in accordance with these Terms and applicable Data Protection Rules.
* Ensuring that disposal of Personal Data is accordance with Section 10 of these Terms is implemented in a secure manner.

At the request of JCI, Processor shall provide the former with a comprehensive and up-to-date confidentiality and information security concept relating to the Processing of Personal Data under these Terms. In the event that JOHNSON CONTROLS requires Processor to amend any confidentiality and information security measures, Processor shall cooperate with JOHNSON CONTROLS to implement such measures as soon as practicable.

Processor shall ensure that its Personnel, Affiliates’ Personnel and Sub-Processors’ Personnel are subject to legally binding confidentiality and information security obligations that meet or exceed the requirements set forth in these Terms and that survive the termination of their employment.

1. **Cooperation and Enquiries**.

The Parties shall co-operate with each other to promptly and effectively handle enquiries, complaints, audits or claims from any court, governmental official, Supervisory Authority, third parties or individuals (including but not limited to the Data Subjects). Processor shall inform JOHNSON CONTROLS of any such enquiry, complaint or claim within 24 hours of Processor’s receipt of such enquiry, complaint or claim, unless prohibited under national law. Processor shall – specifically in such cases – provide all information that is necessary for JOHNSON CONTROLS to fulfill its obligations under the applicable Data Protection Rules and these Terms, including the completion of privacy impact assessments and including making available all information necessary to demonstrate compliance by Processor with its obligations under these Terms. The Parties shall cooperate to respond appropriately to the exercise of any rights of any Data Subjects, in a timely manner, including with respect to objection to Processing, access, rectification, erasure, restriction, blocking, withdrawing consent, automated decision-making, profiling and portability of Personal Data. If a Data Subject seeks to object to the Processing of, or seeks to access, rectify, erase, restrict or block Personal Data pertaining to him or her, or exercise any rights regarding automated decision-making, withdrawal of consent, profiling or portability, Processor shall co-operate with JOHNSON CONTROLS to take the actions required under the Data Protection Rules in accordance with JOHNSON CONTROLS’ instructions.

1. **Security Incidents and Breach Notification**

Processor shall inform JOHNSON CONTROLS as soon as possible and in any event within 24 hours of discovering a Security Incident or a potential Security Incident, including a Security Incident concerning business contact information. The information should provide the details of the Security Incident, including (i) information on the Data Subjects affected, including categories and numbers of Data Subjects affected, and jurisdiction(s) where Data Subjects are located; (ii) a description of the nature of Security Incident, including the day on which or time period during which the Security Incident occurred and the cause of the Security Incident if known; (iii) a description of the Personal Data that was compromised or potentially compromised; (iv) the identity and contact details of a contact person who can answer questions on behalf of the Processor; (v) the likely consequences of the Security Incident, including an assessment of the risk of harm to Data Subjects; and (vi) a description of the steps taken to reduce the risk of harm to the Data Subjects, as well as the steps intended to be taken and/or recommended by the Processor to minimize possible harm. Processor shall provide all additional information reasonably requested or required by JOHNSON CONTROLS in connection with the Security Incident. Processor shall fully cooperate with JOHNSON CONTROLS in connection with the investigation, containment and remediation of the Security Incident.

In addition, Processor will inform JOHNSON CONTROLS within 24 hours if (i) Processor or its Personnel, Affiliates or Sub-Processors infringe Data Protection Rules or obligations under these Terms, (ii) significant failures occur during the Processing, or (iii) there is reasonable suspicion of the occurrence of an event as defined under (i) and (ii) of this paragraph. In consultation with JCI, Processor must take appropriate measures to secure Personal Data and limit any possible detrimental effect on Data Subjects.

The Parties are aware that Data Protection Rules may impose a duty to inform the Supervisory Authority or affected Data Subjects in the event of a Security Incident. Processor shall assist JOHNSON CONTROLS in providing notice to the Supervisory Authority and affected Data Subjects and meeting any other requirements that may apply to JOHNSON CONTROLS or any of its Affiliates pursuant to applicable Data Protection Rules. Processor shall notify JOHNSON CONTROLS of any Security Incident prior to notifying any Supervisory Authority or Data Subject of the Security Incident, and the form and content of such notification(s) shall be subject to JOHNSON CONTROLS’ approval (subject to any mandatory form or content requirements under applicable Data Protection Rules), unless Processor cannot provide such advance notification to JOHNSON CONTROLS and also comply with its legal obligations under applicable Data Protection Rules.

1. **Inspection & Audit Rights**.

Upon prior written notice, JOHNSON CONTROLS may inspect Processor's operating facilities or conduct an audit to ascertain compliance with these Terms. This right includes, but is not limited to, the verification of whether Processor has implemented appropriate physical, technical and organizational controls and procedures to protect the confidentiality, integrity and security of the Personal Data. The inspection may be carried out by JCI, or an independent third party, or by means of a self-assessment process approved by JCI. Processor shall fully cooperate with any such audit and investigation procedures initiated by JCI.

1. **Retention, Return and Deletion of Personal Data**:

These Terms shall remain in force until the latest of: (i) the date the Services provided under the AGREEMENT are completed, (ii) all Personal Data has been returned to JOHNSON CONTROLS and/or irrevocably deleted/destroyed, (iii) the expiration or termination of the AGREEMENT, or (iv) the expiration of any confidentiality obligations.

The Processor shall not retain Personal Data (or any documents or records containing Personal Data, electronic or otherwise) for any period of time longer than is necessary to serve the purposes of the AGREEMENT.

Upon expiration of the purposes for Processing the Personal Data, termination of these Terms, or at any time at the request of JCI, Processor, at the discretion of JCI, shall return to JOHNSON CONTROLS or irrevocably destroy and delete all Personal Data and other materials containing Personal Data, including existing copies of the Personal Data, subject to Processing, unless otherwise required by applicable law. Additionally, all Personal Data should be irretrievably expunged from any computer, server, media or storage device, word processor or similar device in which it was stored or Processed by Processor or by its Sub-Processors. Processor shall certify that this has been done upon JOHNSON CONTROLS’ request. Processor shall warrant that it, its Personnel, Affiliates and any Sub-Processors shall continue to be bound by their obligations of confidentiality after termination of the AGREEMENT or these Terms.

When AGENCY factually acts as Controller, the following terms shall apply:

1. The Parties acknowledge and agree that AGENCY acts as a Controller in its own right with respect to its processing of certain Personal Data. For the avoidance of doubt, the Parties are not joint Controllers
2. AGENCY shall comply with all the obligations imposed on a Controller under the Data Protection Rules.
3. Specifically, AGENCY shall:
   1. ensure that it has all necessary consents and notices in place to enable lawful transfer of the Personal Data to JOHNSON CONTROLS for the purpose of providing the Services;
   2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
   3. Comply with Data Protection Rules regarding transfer of personal data;
   4. provide JOHNSON CONTROLS with contact details of at least one employee as point of contact and responsible manager for all issues arising out of compliance with the Data Protection Rules,

The following terms shall apply in all situations:

1. **Indemnity**.

In the event of non-compliance with any of the provisions of these Terms on the part of AGENCY or its Personnel, Affiliates or Sub-Processors, AGENCY shall defend, indemnify, and hold harmless JCI, its Affiliates and its directors, officers and Personnel from and against any third party claims, actions, applications, demands, complaints, damages, or liabilities (including reasonable legal fees and disbursements) arising from such non-compliance.

1. **Governing Law.**

These Terms are governed by the law of the country that governs JOHNSON CONTROLS or ITS respective AFFILIATE that is procuring services pursuant to this AGREEMENT and the Parties submit to the jurisdiction of the courts referred to in the AGREEMENT without regard to provisions related to conflicts of law.

1. **Variation of the Terms.**

These Terms may only be modified by a written amendment signed by each of the Parties.

1. **Invalidity and Severability.**

If any provision of these Terms is found by any court of administration body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms. Where permitted by applicable law, the Parties agree that in the place of the invalid provision, a legally binding provision shall apply which comes closest to what the Parties would have agreed if they had taken the partial invalidity into consideration.