



ADMINISTRATIVE COMPLIANCE AGREEMENT



This Administrative Compliance Agreement (“Agreement”) is made between the United States Army (Army) and G4S Secure Solutions NV (“G4S Belgium” or “Contractor”).

A. PREAMBLE

1. As set forth in the notice of proposed debarment and the June 25, 2021 plea agreement entered into by G4S Belgium with the United States Government (“Government”), from 2019 to 2020, G4S Belgium conspired to suppress and eliminate competition for Department of Defense and NATO security services contracts in Belgium.

2. In order to assure its present responsibility, Contractor agrees to take the remedial actions specified in Section C, Contractor Responsibility Program, subject to the terms and conditions described in Section D, General Conditions, and Section E, Administration of Agreement.

3. The Army has determined that the terms and conditions of this Agreement provide adequate assurance that the interests of the Government will be sufficiently protected to preclude the necessity of debarment or suspension of the Contractor. The proposed debarment of G4S Belgium will be lifted immediately upon the effective date of this Agreement.

NOW THEREFORE, in consideration of the promises set forth herein and for good and valuable consideration, the parties mutually agree as follows.

B. DEFINITIONS

1. "Contractor" refers to G4S Belgium, including its directors, officers, and employees, while acting in their capacities as such.

2. "Days" refers to "calendar days."

3. "Effective date" (of this Administrative Compliance Agreement) refers to the date on which the Army's Suspension and Debarment Official signs this Agreement on behalf of the Army.

4. "Employee" refers to officers, managers, and supervisors. All non-managerial or non-supervisory personnel, including full and part-time workers and consultants, will be considered employees for training purposes and will receive ethics training as set forth in C.5.a. below.

5. "Ethics Program Director" refers to a managerial officer of the Contractor who will be the first point of contact for all questions regarding the terms and conditions of this Agreement.

6. "FAR" refers to the Federal Acquisition Regulation.

7. "Government" refers to any department, agency, division, independent establishment, or wholly owned corporation of the United States Government.

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8. "Independent cause" for suspension or debarment refers to a reason or basis for such action not directly related to information set forth in the Preamble or any document referred to in the Preamble.

C. CONTRACTOR RESPONSIBILITY PROGRAM

1. General. Contractor shall maintain a Contractor Responsibility Program involving all its employees designed to ensure that Contractor maintains the high standard of business ethics and integrity required of Government contractors and that Contractor's performance of Government contracts is in strict compliance with their terms. At a minimum, the Program shall include the following features, which are described in greater detail below:

- a. Notification to Employees of this Agreement;
- b. Continuation of the previously adopted Contractor's Code of Ethics;
- c. Publication of a Government Contracting Policies and Procedures Manual;
- d. Continuation of the previously implemented training program in business ethics and Government contracting for all Contractor employees;
- e. Appointment of a G4S Belgium Ethics Program Director; and
- f. Continuation of the previously implemented employee hotline to report suspected instances of improper conduct.

2. Notification of This Agreement. Within 30 days of the effective date of this Agreement, Contractor's Managing Director shall prepare and display, in a prominent place accessible to all Employees, a letter stating that Contractor has entered into an administrative compliance agreement with the Army. A copy of the Managing Director's letter will be forwarded to the Army for approval prior to distribution and will describe this Agreement and Contractor's responsibilities thereunder. The letter shall state:

- a. The basis for this Agreement;
- b. Contractor's commitment to observe all applicable laws and regulations, and to maintain the highest standards in conducting business with the United States Government;
- c. A brief description of the features of the Contractor Responsibility Program;

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d. The name, office address, and local telephone number of the Contractor's Ethics Program Director, and a toll-free hotline phone number for the hotline program described in C.7 below;

e. The availability of the Ethics Program Director for consultation on any questions concerning Contractor's business practices or employee responsibilities, including required reporting of improprieties; and

f. That all improprieties regarding the Contractor's Government operations shall be reported to the Ethics Program Director who will conduct an investigation followed by appropriate corrective action, and that employees may make such reports without revealing their identity.

3. Code of Business Ethics and Conduct.

a. It is understood and agreed that the Contractor's Code of Ethics, previously submitted, meets the Army's requirements and is accepted.

b. Within 30 days of the effective date of this Agreement, Contractor shall ensure that its Code of Ethics includes contact information for the G4S Belgium Ethics Program Director.

c. It is the intent of the parties that the Code of Conduct and the Business Ethics Policy for U.S. Embassy Contracts (see section C.4 below) will continue to satisfy the Army's requirements before the expiration or termination of this Agreement. Any substantive changes adversely affecting satisfaction of those requirements during the term of this Agreement shall require prior notice to and consultation with the Army.

4. Government Contracting Policies and Procedures Manual.

a. It is understood and agreed that the Contractor's Business Ethics Policy for U.S. Embassy Contracts, previously submitted, meets the Army's requirements for this manual and is accepted. Contractor agrees that it will, within 30 days of the effective date of this Agreement, notify all G4S Belgium Employees that this policy is applicable to G4S Belgium and covers all contracting by G4S Belgium with the U.S. Government (not limited to embassy contracts).

b. Employees will be advised that any questions they have concerning the policy or its application may be brought to the Ethics Program Director. The Ethics Program Director will have access to the legal and government contracts resources within Contractor's parent organization and will confer with knowledgeable personnel as appropriate.

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c. Contractor management shall monitor Employee compliance with the policy. To the extent consistent with Belgian and EU law, Contractor management shall consider such compliance when making decisions concerning personnel decisions, including compensation.

d. To mitigate the risk of future antitrust violations, Contractor represents that all G4S Belgium Employees have completed, or will be required to complete by December 31, 2022, training specifically focused on prohibited anti-competitive activities. In addition, Contractor shall require all G4S Belgium Employees to acknowledge on an annual basis that they have read the Code of Ethics and the Business Ethics Policy for U.S. Embassy Contracts (both of which include sections on prohibited anti-competitive activities).

e. It is the intent of the parties that the Code of Conduct and the Business Ethics Policy for U.S. Embassy Contracts (see section C.3 above) will continue to satisfy the Army's requirements before the expiration or termination of this Agreement. Any substantive changes adversely affecting satisfaction of those requirements during the term of this Agreement shall require prior notice to and consultation with the Army.

5. Training Program.

a. Training Program. It is understood and agreed that the Training Program previously submitted meets the Army's requirements and is accepted. Specifically, the Training Program for Employees comprises the following on-line training sessions:

- Ethics Code
- Anti-Corruption and Bribery module
- Issue Spotter Training module (until such time that G4S Belgium determines to participate in a U.S. Government procurement)
- Entities with U.S. Government Contracts module (from such time that G4S Belgium determines to participate in a U.S. Government procurement)

Non-supervisory or non-managerial personnel, including guards, technical support staff, and consultants, will receive ethics training and such other training as is required by the US Government contracts on which they work.

b. Frequency and Certification of Training. Contractor shall conduct and update all ethics and Government contracting training and employee certifications annually. The Ethics Program Director shall maintain all employee certification rosters for ethics and Government contracting training and make them available to the Army upon request.

c. Notice of Training. Contractor will notify and provide the Army with copies of updated training materials when they are made available to G4S Employees.

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6. Ethics Program Director. Contractor shall appoint a managerial officer as the Ethics Program Director and revise that Employee's job description for this duty. The Employee may be assigned the duty of Ethics Program Director in addition to other assigned duties. The Ethics Program Director shall serve as the Contractor's first point of contact for all questions regarding the terms and conditions of this Agreement and Contractor implementation of this Agreement, investigate complaints concerning Contractor's compliance with this Agreement, and report to the Army concerning Contractor's compliance with this Agreement. Any misconduct involving the Contractor's Government operations and any violation of this Agreement shall be reported to the Ethics Program Director. The Ethics Program Director shall report for compliance purposes to the Chief Compliance Officer ("CCO") of G4S Belgium's ultimate parent, Allied Universal, via the CCO for Allied Universal International. Within 30 days of the effective date of this Agreement, Contractor shall provide the name, current position, resume, and organizational status of the proposed Ethics Program Director to the Army for approval. Any change in the Ethics Program Director shall require prior notice to and consultation with the Army.

7. Hotline.

a. General. It is understood and agreed that the Hotline program previously submitted meets the Army's requirements and is accepted and shall be revised to include the name and address of the Ethics Program Director and shall be prominently displayed in all Contractor-controlled employee work and break areas and included in all appropriate internal employee and management publications. These notifications shall describe the hotline's purpose, and explain that reports may be made anonymously, that all anonymous reports will be acted upon in the same manner as identifiable reports.

b. Hotline Log. The Ethics Program Director shall maintain a log of all hotline calls involving the Contractor's Government operations, to include: date and time of call; identity of caller, if disclosed; summary of allegation or inquiry; and general resolution or referral. The Ethics Program Director shall ensure that each call is adequately investigated and resolved. Hotline investigation reports involving the Contractor's Government operations shall be provided to the Army. Contractor shall not assert an attorney-client or work-product privilege with respect to the above-referenced hotline log, investigative reports, or their contents. Nothing herein shall require the Contractor to disclose or provide the Army with access to information that Contractor is prohibited from disclosing under Belgian or EU law (*e.g.*, whistleblower protections).

8. Reports to the Army. The Ethics Program Director shall submit a semi-annual report to the Army no later than ten (10) days after the first day of January and July, as appropriate, of each year that this Agreement is in effect, until this Agreement has expired. The report shall include:

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a. A description of the training conducted that is required by this Agreement and the number of persons who attended, including a statement of the percentage of total employees trained year to date as of the date of the report.

b. The total number of hotline calls and other contacts made or referred to the Ethics Program Director that pertain to the Contractor's Government operations. This part of the report shall include:

(1) The means by which any alleged misconduct was reported (e.g., call, letter, or drop-in visit, etc.);

(2) The category of any alleged misconduct (e.g., product substitution, mischarging, defective pricing, etc.) and a brief descriptive summary thereof;

(3) Whether the alleged misconduct was substantiated, in whole or in part;

(4) Whether disciplinary action was imposed and if so, a description of that action; and

(5) Whether corrective measures other than disciplinary action were taken and if so, a description of those actions. Matters pending resolution at the time of a reporting period shall be included in each subsequent report until final resolution of all matters are reported.

c. All known, ongoing Government investigations of Contractor (including criminal, civil, and administrative investigations) relating to Government contracts.

d. All indictments, plea agreements, or convictions entered by, for, or against Contractor, its officers, its Directors, or its owners.

e. Any change in the Chief Compliance Officer for G4S Belgium's ultimate parent, Allied Universal.

D. GENERAL CONDITIONS

1. Unallowable Costs. All costs, as defined in FAR 31.205-47, incurred for or on behalf of Contractor in response to or in preparation of Government criminal, civil, or administrative actions arising out of alleged violations described in the Preamble, and all costs incurred by Contractor in negotiating, implementing and abiding by the terms of this Agreement, shall be deemed unallowable costs, direct or indirect, for Government contract purposes. These unallowable amounts shall be separately accounted for by Contractor by identification of costs incurred: a) through accounting records to the extent possible; b) through memorandum records, including diaries and formal logs, regardless of whether such records are part of official

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corporate documentation, where accounting records are not available; and c) through good faith itemized estimates where no other accounting basis is available.

2. Allowable Costs. The costs of all self-governance, compliance, or ethics programs, activities and offices in existence prior to when the matters described in the Preamble of this Agreement arose and which are continued by the terms of this Agreement shall be allowable costs to the extent otherwise permitted by law and regulation.

3. Modifications of This Agreement. Any requirements imposed on Contractor by this Agreement may be discontinued by the Army at its sole discretion. Other modifications to this Agreement may be made only in writing and upon mutual consent of the parties to this Agreement.

4. Business Relationships with Suspended or Debarred Entities. Contractor shall not knowingly form a contract with, purchase from, or enter into any business relationship with any individual or business entity that is listed by the General Services Administration (GSA) as debarred, suspended, or proposed for debarment. In order to implement this provision, Contractor shall make reasonable inquiry into the status of any such potential business partner, to include, at a minimum, review of the GSA's List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

5. Public Document. This Agreement is a public document that may be distributed by the Army throughout the Federal Government for official purposes and to other interested parties upon appropriate request under the Freedom of Information Act.

6. Releases. Contractor releases the United States, its instrumentalities, agents, and employees in their official and personal capacities, of any and all liability or claims, monetary or equitable, arising out of the investigation and negotiation of this Agreement.

7. Scope of This Agreement - Suspension and Debarment for Independent Cause. This Agreement in no way restricts the authority, responsibility, or legal duty of the Army, or any other federal agency to consider and institute suspension or debarment proceedings against Contractor based upon information constituting independent cause for suspension or debarment concerning events related or unrelated to the facts and circumstances set out herein, including, but not restricted to, any substantive allegations of wrongdoing under any past, present, or future hotline complaint or security program investigations. The Army or any other federal agency may, in its sole discretion, initiate such proceedings in accordance with the FAR Subpart 9.4.

8. Survival of This Agreement. If, during the term of this Agreement, Contractor establishes new companies or subsidiaries, merges with another company, or transfers the entire company or major assets to new owners, it shall notify the Army 90 days in advance of such

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action and provide a copy of the corporate documents. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and assigns, unless the new owners request and show good cause why it should not be applicable to their operations. Bankruptcy proceedings shall not prevent or stay the enforcement of this Agreement or any debarment proceedings the Army deems to be appropriate should the parties fail to comply with the terms of this Agreement, or engage in such other conduct that is a cause for suspension or debarment.

9. Truth and Accuracy of Submissions. Contractor represents that all written materials and other information supplied to the Army by its authorized representatives, during the course of discussion with the Army preceding this Agreement are true and accurate in all material respects, to the best of the Contractor's information and belief.

10. Violations of This Agreement. Any violation of this Agreement that is not corrected within ten days from the date of receipt of notice from the Army may constitute an independent cause for debarment. If correction is not possible within ten days, Contractor shall present an acceptable plan for correction within that ten-day period. The Army may, at its sole discretion, initiate suspension or debarment proceedings in accordance with FAR Subpart 9.4. Alternatively, in the event of any noncompliance, the Army may in its sole discretion extend this Agreement for a period equal to the period of noncompliance. Contractor does not, by this Agreement or otherwise, waive its right to oppose such action under FAR Subpart 9.4, or any other substantive, procedural, or due process rights it may have under the Constitution or other applicable laws or regulations of the United States.

E. ADMINISTRATION OF AGREEMENT

1. Addresses for Agreement Correspondence. All submissions required by this Agreement shall be delivered to the following addresses, or such other addresses as the parties may designate in writing.

If to the Army:

Procurement Fraud Division
Office of the Judge Advocate General
ATTN: DAJA-PFD, Allen D. Stewart
9275 Gunston Road, Room 2112
Fort Belvoir, VA 22060-5546
allen.d.stewart2.civ@army.mil

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If to Contractor:

Ronald Engels
G4S Belgium
Koning Boudewijnlaan 30
1800 Vilvoorde
Belgium
ronald.engels@be.g4s.com
+32/495584822

2. Certification of Compliance. Within 90 days of the effective date of this Agreement, Contractor will provide the Army a certification that all terms and conditions of this Agreement have been implemented or will be satisfied within the times specified in this Agreement.

3. Access to Books and Records.

a. During the term of this Agreement, the Army Procurement Fraud Division (“PFD”), or any agency or office of the Department of Defense designated by PFD for a particular inquiry, shall have the right to examine, audit, and reproduce Contractor’s books, records, documents, and supporting materials related to any report, allegation or complaint of suspected wrongdoing under U.S. law, whether criminal, civil, administrative, or contractual and whether reported through the hotline program, or by any other means, and any resulting inquiries or investigations related thereto. Such hotline reports, inquiries, investigations, and all related books, records, documents and supporting material are considered by Contractor to be administrative and managerial and are not investigations, books, records, documents, material, reports, or investigations protected by the attorney-client privilege or any other privilege.

b. Additionally, PFD or its designee shall have the opportunity to review the books, records, documents, materials, reports, and investigations directly related to compliance with this Agreement.

c. PFD or its designee shall also have the opportunity to interview any Contractor employee for the purpose of evaluating (1) compliance with the terms of this Agreement; (2) future compliance with federal procurement policies and regulations; and (3) maintenance of the high level of business integrity and honesty required of a Government contractor.

d. The interviews and materials described above shall be made available to PFD or its designee at company offices at reasonable times. Contractor's obligation under this Agreement with respect to employee interviews is limited to making its employees available for an interview at their place of employment during normal business hours. The individual employee shall have

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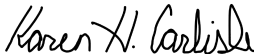
the right to determine whether or not to submit to an interview. To the extent it is permitted to do so by law, regulation, or policy, the Army shall protect Contractor's confidential and proprietary business information from public disclosure.

e. The materials described above shall be made available, at Contractor's offices at reasonable times for inspection, audit, or reproduction. PFD or its designee shall not copy or remove Contractor's technical or other proprietary data without Contractor's permission.

4. Corporate Officer List. Within 30 days of the effective date of this Agreement, Contractor shall provide the Army with a list of its directors and officers and a copy of its organizational chart, which will be updated on a semi-annual basis to reflect any changes that may have occurred.

5. Expiration. This Agreement shall expire at midnight three years after the effective date of this Agreement. The SDO, in his/her sole discretion, may consider terminating this Agreement after two (2) years from the date of this Agreement, following a written request from the Contractor and SDO finding that the Contractor has fully complied with the terms of this Agreement and established its present responsibility.

G4S Secure Solutions NV
By: Bruin Bourgois
Managing Director



Karen H. Carlisle
Army Suspension and Debarment Official

DATE

10 November 2022

DATE