

SUBCONTRACTOR SERVICES AGREEMENT

THIS SUBCONTRACTOR SERVICES AGREEMENT (this “**Agreement**”), dated as of _____ (the “**Effective Date**”), is by and between and Single Source Security, LLC d/b/a Protos Security, a Delaware limited liability company (“**Protos**”), and _____, a _____ (“**Subcontractor**”). Protos and Subcontractor are each sometimes referred to herein individually as a “**Party**” and, collectively, as the “**Parties**.”

WHEREAS, Protos is in the business of providing management and administration services associated with uniformed security guard (“**Security Guard**”) services for various clients located throughout North America and Europe (each, a “**Client**” and, collectively, the “**Clients**”);

WHEREAS, Subcontractor is in the business of providing direct Security Guard services (the “**Services**”);

WHEREAS, Protos desires by this Agreement to retain Subcontractor to provide certain of the Services for its Clients as agreed to by and between the Parties from time to time; and

WHEREAS, Subcontractor desires to provide the Services on behalf of Protos to its Clients on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, intending to be legally bound and in consideration of the Recitals, each of which is incorporated herein as an essential term hereof, the provisions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Services.**

a. Protos hereby engages Subcontractor to provide the Services for its Clients, and Subcontractor agrees to provide the Services on behalf of Protos for its Clients, in accordance with written work orders as agreed to by the Parties from time to time hereafter (each, an “**Assignment**” and, collectively, the “**Assignments**”). For each Assignment, the Parties shall identify the Client and agree, acting reasonably and in good faith, upon the schedule, duration and location of such Assignment, the scope of the specific Services to be provided in conjunction with such Assignment (including, without limitation the number of Security Guards to be provided), and any other details as reasonably necessary for Subcontractor to provide the Services for such Assignment. No work order for any Assignment shall be binding upon Protos until approved by Protos in writing. Subcontractor agrees that in its performance of all Services under this Agreement that it shall comply with and be subject to all applicable contractual obligations which relate to the Services to be provided by Subcontractor and which are undertaken by Protos in its agreements with its Clients for which Subcontractor provides the Services (the “**Flow-Down Clauses**”); provided, however, that Protos shall provide Subcontractor with a copy or description of such Flow-Down Clauses with respect to the applicable Client to the extent such obligations are in addition to Subcontractor’s obligations set forth in this Agreement. Subcontractor may also be required to execute an Addendum to this Agreement for any Clients as related to their specific requirements to be determined by Protos in their sole discretion on a client by client basis. Failure to execute said Addendum(s) shall result in a rescission of the Assignments for that Client.

b. The Services will be performed at a Client’s premises as set forth in an Assignment, or as otherwise agreed to by the Parties from time to time, in each case in accordance with each Assignment agreed upon by the Parties. Unless otherwise expressly agreed to by Protos in writing, Security Guards provided through the Services are specifically prohibited from using defensive weapons and/or restraints of any type including but not limited to firearms, chemical agents, mace, clubs, handcuffs, and/or plastic restraints and will be prohibited from possessing any such defensive weapons and/or restraints while performing Services. Subcontractor shall comply with all applicable federal, state and local statutes, laws, rules and regulations in providing the Services. Subcontractor shall provide documentary proof of such compliance upon request by Protos. For clarity, nothing in this Agreement shall be construed to prevent Protos from itself performing direct uniformed guard services or from acquiring services from other providers that are similar to or identical to the Services.

2. ***Fees; Invoices.***

a. Protos agrees to pay Subcontractor fees for its Services according to the rates set forth in the applicable Assignment and, to the extent set forth on each original invoice to Protos, all applicable sales, use, local and/or other similar taxes. Protos shall pay Subcontractor all fees in United States Dollars (USD) within thirty (30) days after the applicable invoice; provided, however, that Protos may deduct from Subcontractor's fees set forth in any invoice an amount of up to three percent (3%) of such fees if Subcontractor's employees, agents or representatives (including permitted subcontractors) (collectively, "**Personnel**") do not arrive on time at the relevant location(s) for the performance of the Services that are the subject of such invoice at least ninety-seven percent (97%) of the time for the time period during which such Services were performed. Notwithstanding anything in this Agreement to the contrary, unless otherwise provided in a duly executed written addendum to this Agreement, Subcontractor shall be responsible for any and all costs and expenses incurred by Subcontractor or its Personnel in providing the Services (including, without limitation, vehicle, travel, phone, toll and postage expenses). Not more than once annually, Subcontractor may request an increase to the rates set forth in active applicable Assignments. An increase in fees must be agreed to by Protos in writing.

b. Protos may immediately terminate an Assignment at any time for any reason or no reason upon written notice to Subcontractor (which written notice may include through e-mail or electronic transmission or through submission of a request for cancellation through Protos' interactive platform).

c. Subcontractor shall provide Protos, no more frequently than weekly (which, for clarity, shall mean the calendar week beginning on a Sunday and ending on a Saturday), invoices for Services performed. Subcontractor acknowledges and agrees that Protos shall have no obligation to render payment for Services in the event that the invoice for such Services is provided by Subcontractor to Protos more than ninety (90) days after such Services have been completed. The time of the Security Guards will be collected using the Protos Connect mobile application ("**Protos Connect**") as the primary means of time and attendance collection with a backup means in the event Protos Connect is unavailable for any reason by way of the interactive voice response (IVR) system (the "**IVR System**"). No later than Monday at 12 pm EST of each week of the Term, Protos will provide Subcontractor with a summary of actual hours worked by Subcontractor's Security Guards at each Client's locations for the previous week ("**Punch Reports**"). A sample Punch Report is attached hereto as Exhibit A. Subcontractor shall have until 8 am EST on the Tuesday immediately following Subcontractor's receipt of each such Punch Report to dispute the accuracy of any time reflected in the applicable Punch Report. Subcontractor shall then submit electronic invoices to Protos based upon the time collected using the Protos Connect application or the IVR System and subsequently reflected in the Punch Reports. Each invoice shall be in a form reasonably acceptable to Protos.

d. Notwithstanding the payment terms set forth herein, Subcontractor acknowledges and agrees that Protos is required to comply with Section 9-406 of the Uniform Commercial Code. In the event Protos receives written notice from a third party (each, a "Lienholder") that Subcontractor granted a lien on its current and/or future receivables, a notice that Subcontractor sold, assigned and transferred such receivables or any other notice of comparable effect, Protos shall use commercially reasonable efforts to notify Subcontractor of such notice and shall comply with the requirements of Section 9-406 of the Uniform Commercial Code, including but not limited to submitting payment directly to a Lienholder in lieu of payment to Subcontractor. Any payment made to a Lienholder shall fulfill Protos' obligations with respect to the applicable invoices and related services performed. Further, Subcontractor agrees to indemnify, defend and hold harmless Protos from and against any claims arising from or related to Protos' attempts to comply with Section 9-406 of the Uniform Commercial Code.

3. ***Term.*** Unless terminated earlier in accordance with **Section 4**, the term of this Agreement (the "**Term**") shall commence on the Effective Date set forth above and continue until the earlier of the (a) the mutual agreement of the Parties that the Services described on the Assignment(s) are completed in their entirety and that this Agreement is terminated, or (b) the one (1) year anniversary of the Effective Date, upon which it shall thereafter automatically renew for one (1) calendar year periods unless a Party provides the other Party with written notice of non-renewal at least thirty (30) days prior to the end of the applicable period of the Term.

4. ***Termination.***

a. Either Party may terminate this Agreement at any time by providing thirty (30) days' prior written notice to the other Party, subject to the payment of any applicable fees pursuant to any open Assignment.

b. If either of the Parties hereto shall materially breach any of the provisions hereof or an Assignment or materially default in the performance of any of the terms, conditions, covenants, obligations or agreements herein made or agreed to be kept or performed under the terms of this Agreement by said Party and such default or breach shall continue for a period of fifteen (15) days after written notice to the defaulting Party specifying the default or breach, then the non-breaching Party may declare this Agreement and/or the affected Assignment terminated and neither Party shall be under any further obligation hereunder or thereunder (except as otherwise expressly set forth herein). In the instance the non-breaching Party terminates this Agreement pursuant to this **Section 4(b)**, the non-breaching Party may take such other action or pursue all remedies in equity or at law as may be available.

c. Notwithstanding the foregoing, Protos may terminate this Agreement immediately upon notice if Subcontractor (i) or its Personnel perform Subcontractor's obligations under this Agreement in any manner which affects or could reasonably be expected to affect in any material way the reputation of Protos or otherwise casts, or reasonably could be expected to cast, a negative light on Protos, in each case as determined by Protos in its sole discretion, (ii) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership, (iii) is insolvent, unable to pay its debts as they become due, or makes an assignment to or for the benefit of its creditors, or (iv) ceases to conduct business for any reason on an on-going basis leaving no successor in interest.

d. Upon the termination of this Agreement or any Assignment, Protos shall be liable for any and all fees, expenses or other amounts owed to Subcontractor under any terminated Assignment through the date of termination.

5. **Representations and Warranties.** Subcontractor represents and warrants to Protos that it shall perform the Services: (a) in accordance with the terms of this Agreement and the Assignments issued hereunder; (b) in a timely, workmanlike and professional manner in accordance with all applicable laws, rules and regulations (including, without limitation, any licensing or permitting requirements for Subcontractor or its Personnel to provide the Services) and the highest professional standards for similar services; (c) using Personnel of required skill, experience and qualifications; (d) to the reasonable satisfaction of Protos; and (e) in accordance with the Vendor Partner Code of Conduct, attached hereto as Exhibit B. Subcontractor has and shall maintain in effect throughout the Term: (i) all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement; and (ii) policies and procedures (including, without limitation, safety procedures, dress code, or any other written policies and procedures) that are consistent with applicable industry standards.

6. ***Indemnification.***

a. Subcontractor shall indemnify and hold harmless Protos, Protos' Clients, and their respective members, managers, subsidiaries, affiliates, agents, officers, directors, employees, representatives, successors and permitted assigns (collectively, the "Indemnified Parties") from and against all obligations, liabilities, damages, penalties, fines, violations, claims, causes of action, suits, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) (collectively, ("Losses")) that an Indemnified Party suffers resulting from or connected with third-party claims arising out of: (i) the death of, or injury to, any person or damage to any person's property to the extent resulting from the negligence or intentional misconduct of Subcontractor or its Personnel; (ii) Subcontractor's or any of its Personnel's breach of any of Subcontractor's obligations under this Agreement or any Assignment; (iii) Subcontractor's or any of its Personnel's violation of applicable laws, rules or regulations (including, without limitation, any licensing or permitting requirements for Subcontractor or its Personnel to provide the Services); or (iv) any and all employment related claims by Subcontractor's employees related in any way to the Services specifically including but in no way limited to wage and hour disputes and worker's compensation claims.

b. An Indemnified Party shall give written notice to Subcontractor in accordance with **Section 13** below of any claim or potential claim relating to this Agreement within thirty (30) days following the date of discovery of such occurrence giving rise to such claim or potential claim. To the extent an Indemnifying Party is required to indemnify an Indemnified Party for any claim or potential claim pursuant to **Section 6(a)**, such Indemnified Party shall have the right at its discretion and sole cost to be represented by its own counsel and to participate in the defense of any action in which such Indemnified Party is named as a party, and such Indemnified Party's prior written approval will be required for any settlement that involves injunctive or equitable relief or any other non-monetary component applicable to or affecting any Indemnified Party.

7. Insurance.

- a. At all times during the Term, Subcontractor will maintain and keep in full force and effect:
- i. Commercial General Liability Insurance covering property damage, bodily injury, assault and battery, professional liability and personal and advertising injury with limits of no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate;
 - ii. Automobile Liability insurance covering any auto, whether owned, hired or non-owned autos with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury and property damage for all subcontractors participating in work orders or Assignments involving vehicle use of any kind;
 - iii. Workers' Compensation insurance covering the Subcontractor's Personnel for any workplace or work related accidents or injuries with limits of no less than the greater of (1) applicable statutory limits for the jurisdiction where any applicable Services are performed, or (2) five hundred thousand dollars (\$500,000) per accident for bodily injury, disease, or other claims covered by the Worker's Compensation system in any jurisdiction where any applicable Services are performed; and
- b. The insurance coverages above which Subcontractor is required to procure, maintain and keep in force can be met through a combination of primary and excess liability policies.
- c. The insurance policies above which Subcontractor is required to procure, maintain and keep in force shall include Protos, its Clients serviced by Subcontractor, officers, agents, and employees as additional insureds with respect to Services performed pursuant to this Agreement and Vendor shall provide, or shall arrange for same to be provided directly from their insurance carrier at the sole option of Protos, a copy of the additional insured endorsement at least once annually within ten (10) business days of request by Protos.
- d. Within thirty (30) days of the date of this Agreement, and at any other time during the Term as may be reasonably requested by Protos, Subcontractor shall provide Protos with certificates of insurances evidencing its compliance with this **Section 7**. Protos may withhold payment of any and all fees otherwise due and payable to Subcontractor at any time that Subcontractor is not in compliance with this **Section 7**.
- e. Subcontractor hereby grants to Protos a waiver of any right to subrogation which any insurer of Subcontractor may acquire against Protos by virtue of the payment of any loss under such insurance. Subcontractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Subcontractor has received a waiver of subrogation endorsement from the insurer.

8. Independent Contractor. Subcontractor shall perform all of its obligations under this Agreement as an independent contractor. Subcontractor will withhold and pay all applicable income and payroll taxes with respect to its employees and is solely responsible for the compensation of employees assigned to perform services hereunder, and payment of workers' compensation, disability and other similar benefits, unemployment and other similar insurance, for withholding income and payroll taxes and for verifying the work eligibility of each person performing services hereunder. Subcontractor has no authority to commit, act for or on behalf of Protos, or bind Protos to any obligation or liability.

9. **Personnel.** Protos may request that any Personnel assigned to Protos be removed for any reason and Subcontractor shall as promptly as reasonably practicable upon receipt of written notice from Protos, which written notice shall specify the basis for such removal, replace such Personnel; provided, however, both Parties agree that such removal shall not be based in whole or in part on any reason which would result in a violation of anti-discrimination or equal employment opportunity laws by either Party.

10. **Confidential Information.** During the Term and for a period of five (5) years after the termination or expiration of this Agreement, each Party (the “**Recipient**”) shall: (a) not, directly or indirectly, use or disclose any information of the other Party (the “**Disclosing Party**”) that, due to its character and nature, a reasonable person under like circumstances would treat as confidential (including, with respect to Protos, its customer and Client information) (collectively, “**Confidential Information**”) for any purpose other than in the performance of Recipient’s obligations under this Agreement; and (b) retain all Confidential Information in confidence, exercising the same standard of care used by Recipient to protect its own confidential and proprietary information but in no event less than reasonable care, to prevent the disclosure of Confidential Information to any unauthorized third party. Notwithstanding the foregoing, the Confidential Information may be disclosed to or accessed by Recipient’s Personnel who need to know such Confidential Information in order to perform Recipient’s obligations under this Agreement. Recipient shall be responsible for the failure of any of its Personnel to comply with the terms of this **Section 10**. Notwithstanding the foregoing, Confidential Information does not include information that, as evidenced by written record: (i) is already known to the Recipient or its employees on a non-confidential basis at the time it is disclosed by the Disclosing Party; (ii) has been independently developed by Recipient without use of or reference to the Confidential Information; or (iii) is or becomes publicly known through no wrongful act of Recipient. If Recipient receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose Disclosing Party’s Confidential Information (each being a “**Demand**”), Recipient shall, unless prohibited by law, provide prompt written notice to Disclosing Party of such Demand in order to permit Disclosing Party to seek a protective order. So long as Recipient gives notice as provided herein, Recipient shall be entitled to comply with such Demand to the extent required by law; provided, however, that Recipient will: (1) disclose only that portion of the Confidential Information which is legally required to be disclosed; and (2) reasonably cooperate with Disclosing Party’s efforts, at Disclosing Party’s expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information required to be disclosed. Upon termination of this Agreement, Recipient shall return or destroy Confidential Information, materials or documents of Disclosing Party which are furnished to Recipient hereunder, and destroy all copies thereof and all notes and memoranda prepared by Recipient containing Confidential Information, promptly after the Disclosing Party’s written request therefor (with Recipient providing written confirmation of such return or destruction upon the Disclosing Party’s request); provided, however, that Recipient shall not be required to return or destroy anything that may be stored in back up media or other electronic storage systems, latent data and metadata or any archival copies to be used only to demonstrate compliance with this Agreement, or as required by applicable law. Any Confidential Information retained by Recipient in accordance with this paragraph shall remain subject to the confidentiality, non-use and non-disclosure provisions of this Agreement.

11. ***Non-Circumvention; Non-Solicitation; Non-Disparagement.***

a. During the Term and for a period of one (1) year after the termination or expiration of this Agreement or any Assignment or work order hereunder, Subcontractor agrees that it shall not, without the prior written consent of Protos (which may be withheld, conditioned or delayed in Protos’ sole discretion): (i) circumvent Protos to provide Services to any Client (1) for which Protos engages Subcontractor to provide the Services in accordance with any Assignment, or (2) that Subcontractor becomes aware of as a result of any potential Assignment or work order; or (ii) contact any Client described in the foregoing subparagraphs (1) and (2) of this **Section 11(a)** to provide Services directly to any such Client.

b. During the Term and for a period of one (1) year after the termination or expiration of this Agreement, Subcontractor agrees that it shall not, without the prior written consent of Protos (which may be withheld, conditioned or delayed in Protos’ sole discretion): (i) solicit, cause or encourage any Protos employee (including Protos’ Security Guards) that Subcontractor becomes aware of as a result of its relationship with Protos to terminate his or her employment with Protos, or (ii) directly or indirectly hire or engage or attempt to hire or engage any such employee or any individual who has been such an employee of Protos at any time during the one (1) calendar year prior to termination of this Agreement; provided, however, that the foregoing will not prohibit

Subcontractor from posting general solicitations for employment not specifically directed at employees of Protos by means of advertisements, internal or external websites, or job search engines, or employing any individual who responds to such general solicitations. If Subcontractor should hire any such employee during the aforementioned period, then Subcontractor shall pay a fee of \$10,000 to Protos within thirty (30) days of each such hiring.

c. During the Term and at all times thereafter, Subcontractor will not make any false, defamatory or disparaging statements regarding Protos or any of its related Indemnified Parties, whether written, oral, electronic or via any social media or other medium, or encourage or solicit any other person to do so; provided, however, that this **Section 11(c)** shall not apply in the context of statements or allegations made in connection with any legal action, arbitration, mediation or any other proceeding in which Subcontractor or any employee, agent or representative of Subcontractor provides sworn statements or testimony.

12. **Remedies.** Protos may set off any amounts due and owing, including Losses, by Subcontractor to Protos against any amount to which Subcontractor may otherwise be entitled to receive from Protos under this Agreement. In addition to the foregoing, each Party acknowledges and agrees a breach of any of its promises or agreements contained in **Sections 10 or 11** may result in irreparable injury to the other Party for which there may be no adequate remedy at law, and the non-breaching Party shall be entitled, without posting a bond, to apply for equitable relief, including injunction and specific performance, in the event of any breach of this Agreement by a Party or its employees. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or in equity. The non-breaching Party shall be entitled to all damages, costs and expenses, including actual attorneys' fees, incurred in enforcing the terms of this Agreement. Neither the exercise of nor the failure to exercise any of the remedies contemplated by this **Section 12** will constitute an election of remedies or limit a Party in any manner in the enforcement of any other remedies that may be available to it.

13. **Notice.** Any consent, notice, or report required or permitted to be given or made under this Agreement by one of the Parties to the other Party will be in writing and will be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile, email or other means of electronic transmission when sent if sent by during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day (provided, however, that email shall not be sufficient for notices of termination or an indemnifiable claim); or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Such consent, notice, or report will be addressed to such other Party at its address indicated below, or to such other address as the addressee will have last furnished in writing to the addressor in accordance with the requirements of this **Section 13**, and will be effective upon receipt by the addressee.

If to Subcontractor:

E-mail: _____

Facsimile: _____

Attn: _____

If to Protos:

Single Source Security, LLC d/b/a Protos Security
383 Main Avenue, Suite 505
Norwalk, CT 06851
E-mail: protoslegal@protossecurity.com
Attn: Legal Department

14. **Entire Agreement.** This Agreement, together with its exhibits, schedules and any Assignments entered into in conjunction herewith or pursuant hereto, constitutes the entire agreement between the Parties with respect to the subject matter covered herein, and supersedes all other previous and contemporaneous communications, representations, agreements or prior proposals between the Parties, regarding the subject matter hereof, written or otherwise. No terms contained in any invoice, purchase order or similar transactional document issued by either Party shall be deemed to supplement or amend this Agreement. In the event of a conflict between the terms and conditions of this Agreement and an Assignment, the terms and conditions of the applicable Assignment shall govern with respect to such Assignment.

15. **Amendment.** This Agreement may be amended or modified only in writing and signed by both Parties hereto.

16. **Assignment.** Subcontractor may not transfer, assign or otherwise convey any rights or delegate or subcontract any duties or obligations under this Agreement without the prior written consent of Protos. Protos may at any time transfer, assign or otherwise convey this Agreement or its rights or delegate its duties or obligations hereunder, in whole or in part, including, without limitation, assigning any of Protos' indemnification rights under **Section 6** hereof to any Client. This Agreement shall be fully binding on the Parties and their permitted assigns and successors in interest. Any attempted transfer, assignment or conveyance in violation of this provision shall be void and of no effect.

17. **Waiver.** A failure or delay of either Party to this Agreement to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provision of or rights under this Agreement.

18. **Severability.** In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and shall remain in full force and effect and the invalid, illegal or unenforceable provision may be replaced by a mutually acceptable provision, agreed to in writing.

19. **Survival.** All rights, obligations and duties hereunder which shall by their nature extend beyond the expiration or termination of this Agreement, including but not limited to **Sections 10 or 11**, shall survive and remain in effect beyond any expiration or termination hereof.

20. **Governing Law; Venue.** This Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its choice of law or conflicts of law provisions. Any action or proceeding to interpret or enforce this Agreement may be commenced in any federal or state court of competent jurisdiction in Virginia. Each Party irrevocably submits to the jurisdiction of any federal or state court of the Commonwealth of Virginia for the purpose of any suit, action, or other proceeding arising out of this Agreement, or any of the agreements or transactions contemplated hereby. The Parties agree that delivery of service of process via first class mail shall be deemed valid service for all purposes under this Agreement. If either Party brings an action, lawsuit or other legal action to enforce its rights under this Agreement or any Assignment, the prevailing Party may recover its expenses (including reasonable attorneys' fees) incurred in connection with such action, lawsuit or other legal action and any appeal from the losing Party.

21. **Headings.** The headings in this Agreement are for purposes of reference only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof.

22. **Force Majeure.** Neither Party (the "**Impacted Party**") shall be liable to the other Party for delay or failure to perform the Impacted Party's obligations hereunder due to any causes or events beyond the Impacted Party's reasonable control including, without limitation: (a) acts of God, (b) flood, fire or explosion, (c) war, invasion, riot or other civil unrest, (d) governmental order or law, (e) actions, embargoes or blockades in effect on or after the date of this Agreement, (f) action by any governmental authority, (g) national or regional emergency, (h) threatened or imminent strikes, labor stoppages or slowdowns or other industrial disturbances, (i) shortage of adequate power or transportation facilities, (j) epidemic, pandemics (including Covid-19) or other public health emergencies, or (k)

threats or terrorist attacks (each, a “**Force Majeure Event**”). Upon the occurrence of a Force Majeure Event, the Impacted Party shall provide prompt written notice to the other Party of the Force Majeure Event, including an estimate of the expected duration of such Force Majeure Event.

23. ***Third-Party Beneficiaries.*** Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever other than the Indemnified Parties, who are expressly designated as third-party beneficiaries of **Section 6** and this **Section 23** and are entitled to enforce the provisions thereof and hereof.

24. ***Counterparts.*** This Agreement and any Assignment may be executed in counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding on all the Parties hereto, notwithstanding that all Parties shall not have executed the same counterparts. A facsimile or electronic copy of this Agreement showing the signatures of each of the Parties, or, when taken together, multiple facsimile or electronic copies of this Agreement showing the signatures of each of the Parties, respectively, where such signatures do not appear on the same copy, will constitute an original copy of this Agreement requiring no further execution.

[Signature Page to Immediately Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

PROTOS:

SINGLE SOURCE SECURITY, LLC D/B/A PROTOS SECURITY

By: _____

Name: _____

Title: _____

SUBCONTRACTOR:

[INSERT FULL COMPANY NAME HERE]

By: _____

Name: _____

Title: _____

Exhibit A

EXAMPLE PUNCH REPORT



Protos Security Punch Report

09/29/2024 - 10/05/2024

Client:

Location Name:

Location Address:

Billing Summary

POSITION	SCHEDULED (HRS)	ADJUST (HRS)	ACTUAL (HRS)	RATE	SCHEDULED AMT.	ACTUAL AMT.	DELTA (HRS)	DELTA AMT
Armed Officer 1	30	0	30.02	\$	\$	\$	0.02	\$0.
Grand Total	30	0	30.02		\$	\$	0.02	\$0.

Time Punch Table for Armed Officer 1

DATE	DAY	POSITION	PIN	SCHED START	SCHED END	SCHED (HRS)	IN	OUT	UPD BRK	ADD (MINS)	ADJUST (HRS)	ACT (HRS)	DELTA (HRS)
09/29/2024	Sunday	Armed Officer 1	5095	20:00	02:00	6	19:43	01:59	0	0	0	5.98	-0.02
10/02/2024	Wednesday	Armed Officer 1	5095	20:00	02:00	6	19:35	01:54	0	0	0	5.9	-0.1
10/03/2024	Thursday	Armed Officer 1	5095	20:00	02:00	6	19:46	01:41	0	0	0	5.68	-0.32
10/04/2024	Friday	Armed Officer 1	5095	20:00	02:00	6	19:32	02:14	0	0	0	6.23	0.23
10/05/2024	Saturday	Armed Officer 1	5095	20:00	02:00	6	19:42	02:13	0	0	0	6.22	0.22
Position Total						30					0	30.01	0.01

Performance Recap

Post Positions	Armed Officer 1
Late Clock Ins < 15 Minutes	0
Late Clock Ins 15 - 30 Minutes	0
Late Clock Ins > 30 Minutes	0
Early Clock Outs < 15 Minutes	2
Early Clock Outs 15 - 30 Minutes	1
Early Clock Outs > 30 Minutes	0
Missing Clock Outs	0
Incidents	0

Exhibit B



VENDOR PARTNER CODE OF CONDUCT

Protos is here to support you – please lean on our staff and technology so that we BOTH exceed client expectations, TOGETHER. By adhering to the standards below, you are contributing to our shared delivery of high-quality security services while maintaining compliance with legal, safety, and operational requirements.

PERFORMANCE



You are expected to meet the performance standards outlined in the post orders and, in some cases, customer specific vendor addendums. All assigned security officers are expected to be properly trained and capable. Being on post when required is fundamental, so punctuality is essential - tardiness or early exits reflect poorly on all of us. Your officers are required to promptly report hours and incidents through Protos Connect or our phone access system. Post orders and addendums must be understood, shared with assigned security officers, and strictly followed. Your team must follow an observe-and-report-only approach, avoiding confrontation or physical interaction with client employees or customers - including blocking their exit - unless explicitly instructed otherwise in the post orders.

PROFESSIONALISM



Protos Security's core values are STAY CURIOUS, TAKE OWNERSHIP, BUILD RELATIONSHIPS, and BE PRINCIPLED. As our partner, you and your team must uphold the highest ethical standards. Security officers must maintain a professional appearance, wearing clean, well-maintained uniforms that meet client-specific requirements (clients often report uniform standard failures to Protos). On assignment, you and your security officers must be respectful and courteous, avoiding any actions that could damage your or our reputations. Mobile phone use is limited to clocking in/out or reporting incidents. Other phone use or distractions such as headphones, books, etc. are not permitted. In the event of a concern or conflict with client personnel, consult Protos for guidance before interacting with the client. Security officers must continue to work their post, respectfully and professionally, during any internal investigation, unless otherwise specified.

COMPLIANCE



To maintain active assignments or receive new ones, current security company license(s) and certificate(s) of insurance must be on file with Protos. Your prompt response to renewal requests from our Compliance Specialists is expected. Commercial auto coverage is required for vehicle-based assignments, and workers' compensation insurance is required for armed work and all permanent assignments. If a temporary assignment becomes permanent, workers' compensation is required to keep that work. If your insurance policy excludes coverage for a particular type or location of assignment, we expect that you will turn down ineligible work. Compliance with any city/town/village license requirements is expected when assignments are accepted. Security officers must hold the necessary individual licenses for unarmed or armed work, in line with local regulations, and keep them on their person during work hours.

WEAPONS



On UNARMED posts, all weapons (firearms, pepper spray, knives, batons, and the like) are PROHIBITED. Your officers should not leave any weapons unsecured in their vehicle while on an unarmed post. For ARMED posts, only legal, holstered pistols are permitted. Your officers must always maintain custody of their firearm and report any firearm related incidents to Protos immediately. Armed officers must keep all applicable firearm licenses up to date and on their person during working hours.

ACCOUNTABILITY



Always respond promptly to Protos communications and address issues or incidents immediately. If you can no longer staff a post, note that our contract requires 30-days' notice. If a new security provider is found within the 30-day notice period, you will be released from the post at that time. You are responsible for fair treatment of your personnel and ensuring lawful wages, including holding to the agreed-upon 'guard wage rate' in the Protos work order. If legal claims, financial liens, or garnishments arise, cooperation with Protos is expected. Violations of the expectations shared in this document will be investigated and may lead to a reevaluation of our partnership.