

THIS SECURITY PROVIDER 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 _____ (“**Security Provider**”). Protos and Security Provider are each sometimes referred to herein individually as a “**Party**” and, collectively, as the “**Parties.**”

Background and Purpose

This Agreement sets forth the terms under which Security Provider will provide security guarding services to Protos clients. The Parties enter into this Agreement in order to maintain a professional, transparent, and collaborative working relationship focused on operational effectiveness and service quality. The Parties acknowledge that ongoing communication, good-faith cooperation, and responsiveness support both the effective performance of this Agreement as well as the delivery of reliable, high-quality services to Protos clients.

- Protos Security arranges for and manages security guard and off-duty law enforcement services for clients in North America and Europe.
- Security Provider employs security personnel of the kind requested by Protos’ clients, either uniformed security guards or off duty law enforcement officers (collectively, “**Security Personnel**”).
- Protos wants to hire Security Provider to provide certain security services for its clients, as agreed between both parties from time to time (the “**Services**”).
- Security Provider wants to provide these Services for Protos’ clients, pursuant to the terms and conditions in this Agreement.

Agreement

For the reasons above, and in exchange for the promises and benefits described in this Agreement, both Protos and Security Provider agree to the terms hereinbelow.

1. **Services.**

a. Work Orders:

- i. Protos and Security Provider agree to work together to provide Services for Protos’ clients. Each job will be described in a written “**Work Order**” issued by Protos and agreed to by Security Provider. The Work Order will include, at a minimum, the client’s name, where and when the work will happen, how long it will last, what Services are needed, and how many Security Personnel are required.
- ii. A Work Order only becomes official when Protos issues it in writing and Service Provider confirms it electronically.
- iii. Service Provider promises to follow all rules and requirements that Protos agreed to with its clients for each job. Protos will share any extra requirements (called “**Flow-Down Clauses**”) with Service Provider in the Work Order, in post orders, or as an amendment or addendum to this Agreement.
- iv. Security Provider agree to utilize all software programs and platforms requested by Protos so long as such platform access is available at no additional cost to Security Provider.

b. How and Where Services Are Performed:

- i. Security Provider will provide Services at the client’s location, as described in each Work Order, or as otherwise agreed in writing by both parties.
- ii. Unless Protos gives written permission, Security Personnel are not allowed to use or carry any weapons or restraints of any kind—including firearms, chemical sprays, mace, clubs, handcuffs, or plastic restraints—while doing their work.
- iii. Service Provider must follow all federal, state, and local laws and rules when providing Services, and must provide proof of compliance to Protos upon demand.
- iv. Protos can still provide its own security services or hire other companies for similar work at any time.

c. Performance Evaluation

- i. Protos maintains a structured performance evaluation framework, including its 5-Star scoring methodology, to assess Security Provider performance across service quality, compliance, responsiveness, and operational execution.
- ii. Security Provider acknowledges that maintaining performance at or above Protos' minimum acceptable standards is a condition of eligibility for new Work Orders under this Agreement.
- iii. Protos has established minimum performance thresholds applicable to Service Providers. Such thresholds may change over time based on business needs, client expectations, or updates to Protos' evaluation framework and said updated thresholds will be communicated to Security Provider as applicable.
- iv. If Security Provider's performance rating falls below Protos' then-current minimum performance thresholds or presents a risk to client outcomes, service quality, or operational continuity, Protos may take one or more actions in its sole discretion, including but not limited to the following:
 1. Permit existing assignments to continue during the remediation period, provided Service Provider remains otherwise compliant with this Agreement.
 2. Temporarily restrict Security Provider from receiving new assignments until performance improves to meet or exceed the applicable minimum threshold.
 3. Permanently remove and reassign any existing work orders without guarantee of reinstatement of said work orders regardless of any performance improvements made by Security Provider.
 4. Place Security Provider on probationary status for a defined evaluation period, during which Security Provider's performance will be subject to increased monitoring. During such period, Protos may require Security Provider to participate in remediation efforts, including but not limited to corrective action plans, operational adjustments, additional training, or other measures determined by Protos to support Security Provider's performance improvement.
 5. If Security Provider demonstrates a sustained pattern of declining performance, fails to materially improve performance following probationary status or remediation efforts, or continues to perform below Protos' then-current minimum performance standards, Protos may, in its discretion, terminate this Agreement in accordance with the termination provisions set forth herein.
- v. Protos will use commercially reasonable efforts to communicate performance concerns, probationary status, and remediation expectations to Security Provider.
- vi. Protos will use commercially reasonable efforts to communicate decisions related to performance restrictions, cessation of Work Orders, remediation requirements, and eligibility status as appropriate to Security Provider.

Nothing in this Section or any subsection thereof shall be construed as limiting Protos' rights to terminate this Agreement for convenience or cause as otherwise provided in this Agreement.

2. *Fees; Invoices.*

a. Protos will pay Security Provider for Services in U.S. dollars based on the rates listed in each Work Order and within 30 days after receipt of an accurate invoice from Security Provider including any sales taxes or similar charges shown on the invoice that Security Provider may be entitled to receive under the law.

b. Unless both sides agree otherwise in writing, Security Provider is responsible for all costs and expenses related to providing the Services including but not limited to travel, vehicles, phone, tolls, and postage.

c. Security Provider may ask for a rate increase no more than once a year, but any increase must be approved in writing by Protos and is dependent in large part upon Protos' client's agreement to same.

d. Protos may immediately terminate a Work Order at any time for any reason or no reason upon written notice to Security Provider (which written notice may be via e-mail or other electronic transmission or through submission of a request for cancellation through Protos' interactive platform).

e. Security Personnel's work hours will be tracked mainly using the Protos Connect mobile app. If the app is not available, hours will be tracked using Protos' interactive voice response ("IVR") system as a backup. By 12:00 PM EST every Monday during the term of this agreement, Protos will post actual hours worked for the previous week by Security Provider's Security Personnel at each client location ("**Punch Report**") on Protos' vendor portal website

to which each Security Provider has access (“**Vendor Portal**”). Security Provider has until 8:00 AM EST on Tuesday to approve or dispute any entries in the Punch Report on the Vendor Portal. After such approval, Security Provider must send electronic invoices to Protos based on the hours as shown in the Punch Reports in the Vendor Portal in a format that is reasonably acceptable to Protos. Security Provider must send Protos invoices for Services performed no more than once a week. For clarity, a week means Sunday through Saturday. If Security Provider sends an invoice more than ninety (90) days after the Services were performed, Protos will not pay for those Services.

f. Despite the payment terms above, Security Provider acknowledges and agrees that Protos must follow Section 9-406 of the Uniform Commercial Code. If Protos receives written notice from a third party (a “**Lienholder**”) that Security Provider provided a lien on its current or future receivables, or has sold, assigned, or transferred those receivables, or any such similar notice, Protos will use commercially reasonable efforts to make Security Provider aware of such notice. In the event Security Provider contests such lien, it must provide incontrovertible proof of such invalidity to Protos which shall be evaluated and accepted or rejected at Protos’ sole discretion. Protos will comply with Section 9-406, which may include paying the Lienholder directly instead of Security Provider. Protos will not make any payments to Security Provider until Protos or its counsel receive a signed release of lien from either Security Provider or Lienholder. Any payment made to a Lienholder will satisfy Protos’ payment obligations for the related invoices and Services. In addition, Security Provider agrees to protect, defend, and hold Protos harmless from any claims resulting from Protos’ efforts to comply with Section 9-406 of the Uniform Commercial Code.

3. **Term.** Unless ended earlier as described in **Section 4**, this Agreement starts on the Effective Date listed above and will remain in effect until either (a) both Parties agree that all Services described in the Work Order(s) are finished and the Agreement is therefore terminated, or (b) one year has passed since the Effective Date. After one year, the Agreement will automatically renew for additional one-year periods unless either Party gives the other written notice at least thirty (30) days before the end of the current term that it does not want to renew.

4. **Termination.**

a. Either Party can end this Agreement at any time for any reason or no reason by giving the other Party written notice at least thirty (30) days in advance.

b. If either Party materially breaches any part of this Agreement or any Work Order, or fails to meet any requirement contained therein or herein, and does not fix the problem within fifteen (15) days after receiving written notice describing the issue, then the other Party can end this Agreement and/or the affected Work Order immediately. After termination, neither Party has any further obligations under this Agreement or Work Order to the other Party, except as specifically stated otherwise in this Agreement. If the non-breaching Party ends the Agreement as described here, that Party can also take any other legal or equitable actions or remedies available.

c. Protos can terminate this Agreement immediately upon giving notice to Security Provider if: (i) Security Provider or its Personnel act in a way that damages or could reasonably be expected to damage Protos’ reputation, or otherwise reflects negatively on Protos, as decided in Protos’ sole discretion; (ii) Security Provider is liquidated, dissolved, or declared bankrupt or placed into receivership; (iii) Security Provider is insolvent, cannot pay debts when due, or assigns its assets for the benefit of creditors; or (iv) Security Provider stops doing business permanently and has no successor meeting Protos’ requirements as contained in this Agreement.

d. Upon termination of this Agreement or any Work Order, Protos shall pay for any and all undisputed fees, expenses or other amounts owed to Security Provider through the date of termination.

5. ***Representations and Warranties.***

- a. Security Provider represents and warrants to Protos that it shall:
- i. Perform all Services according to the terms of this Agreement and any related Work Orders;
 - ii. Complete the work on time, in a skilled and professional manner, following all applicable laws, rules and regulations – specifically including any licensing and permitting requirements – and meet the highest standards for the industry;
 - iii. Use Security Personnel possessing the required skill, experience and qualifications;
 - iv. Ensure Protos is reasonably satisfied with the Services;
 - v. Follow the Security Provider Alignment Standards (attached as **Exhibit B**);
 - vi. Not hold themselves out to Protos client or any other third party as Protos or as anything other than a subcontractor of Protos;
 - vii. Notify Protos in writing as soon as practicably possible in the event Security Provider is subject to liquidation, dissolution, insolvency or receivership; and
 - viii. Maintain compliance with all statutes, laws, regulations, local rules and the like with regard to its business and employment practices, whether specifically stated herein or otherwise.
- b. Security Provider further represents and warrants to Protos that it has and shall maintain for the entire term of the Agreement:
- i. All the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement, knowing that the failure to be so licensed will subject Security Provider to any or all of the provisions of **Section 1(c)(iv)**; 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.
- c. Security Provider further represents and warrants that neither it nor any of its owners, officers, directors, agents, affiliates or other person acting on behalf of Security Provider has:
- i. been charged with any financial crime, including but not limited to fraud, forgery, embezzlement, money laundering, or bribery, or any crime of any kind which is a felony in the state where charged, whether the matter was resolved by conviction, guilty plea, plea of no contest, deferred prosecution/adjudication, or pre-trial diversion;
 - ii. done or will do anything prohibited by local or other anti-corruption laws, including the U.S. Foreign Corrupt Practices Act of 1977.
 - iii. engaged in any activity or conduct that would constitute a violation of applicable laws relating to ethics, integrity, or professional conduct.

6. ***Indemnification.***

- a. **Security Provider shall indemnify, hold harmless and defend Protos, Protos' clients, and each of their respective members, managers, subsidiaries, affiliates, agents, officers, directors, employees, representatives, successors, and permitted assigns (collectively, the "Indemnified Parties") from and against any and all obligations, liabilities, damages, penalties, fines, violations, claims, causes of action, lawsuits, judgments, costs, and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") that any Indemnified Party incurs or suffers, to the extent such Losses result from, relate to, or are connected with any claim arising out of:**
- i. **Death, injury, or property damage.** Any death or personal injury to any person, or damage to any person's property caused by the negligence or misconduct of Security Provider or its Personnel;
 - ii. **Breach.** Any breach by Security Provider or its Personnel of any of Security Provider's obligations under this Agreement or any Work Order;
 - iii. **Legal or regulatory violations.** Any violation by Security Provider or its Personnel of applicable laws, rules, or regulations including, without limitation, any security related licensing or permitting requirements;
 - iv. **Employment-related claims.** Any and all employment-related claims by Security Provider's Personnel that relate in any way to the Services; or
 - v. **Insurance Fraud.** Provision to Protos of fraudulent or inaccurate insurance information will result in Security Provider being solely responsible for the defense and indemnity of Protos and its clients for any

and all claims incurred during any time period that Service Provider did not meet the insurance requirements of Section 7, regardless of negligence.

b. An Indemnified Party shall provide Security Provider written notice, in accordance with **Section 13** below, of any claim or potential claim relating to this Agreement within thirty (30) days after the Indemnified Party receives or discovers the claim or potential claim.

c. Security Provider agrees that:

- i. **Acceptance of tenders.** Security Provider will accept any and all tenders of indemnity submitted to Security Provider by any Indemnified Party **without any reservation of rights**, and **regardless of whether** the allegations, claims, demands, actions, or Losses covered by the tender have been asserted in a formal complaint, petition, or other action, or in any other formal legal proceeding;
- ii. **Insurer encouragement.** Security Provider will strongly encourage its insurer to accept such tenders as described in **Section 6(b)(i)** on the same terms and conditions stated in that Section; and
- iii. **No rejection for lack of a lawsuit.** Security Provider may not, and will not, deny or otherwise reject any tender of indemnity submitted by any Indemnified Party on the ground that the allegations, claims, demands, actions, or Losses covered by the tender have not yet been asserted in a formal complaint, petition, or other action, or in any other formal legal proceeding.

Security Provider further acknowledges and agrees that any failure by Security Provider to accept a tender submitted by an Indemnified Party may be deemed a material breach of this Agreement.

d. If a party has to indemnify another party under Section 6(a), the indemnified party may elect to:

- i. Have its own lawyer and join in defending the case, at its own expense.
- ii. Approve in writing any settlement that includes non-monetary terms, such as injunctions or other actions that affect the indemnified party.

e. If Protos is required to pay any amount on Security Provider's behalf for a claim that Security Provider should have otherwise handled but failed to do so, then:

- i. Protos will deduct any amounts paid by Protos from Security Provider's future payments after giving five (5) days' notice.
- ii. Security Provider's failure to accept responsibility or reimburse Protos will be considered a **material breach**, allowing Protos to immediately terminate this Agreement.
- iii. These deductions do **not** remove Security Provider's obligation to keep providing services to Protos and its clients.
- iv. If Security Provider refuses or fails to continue performing services, that will also be a **material breach** of this Agreement and Protos may bring suit against Security Provider for any damages incurred as a result of said breach.

7. ***Insurance.***

a. At all times during the Term, Security Provider will maintain and keep in full force and effect insurance coverage in the following amounts:

- 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 Work Orders involving vehicle use of any kind;
- iii. Workers' Compensation insurance covering Security Provider'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 coverage requirements above can be met through a combination of primary and excess liability policies.

c. Security Provider shall not accept any Work Orders for Services falling outside of their insurance coverages. If they do accept such Work Orders, in the event Protos or its client suffers a Loss, Security Provider shall be solely responsible for payment for the defense of Protos and its client as well as payment of any resulting damages.

d. Regardless of the exact wording of the additional insured endorsement, Service Provider agrees that the required insurance policies above shall provide additional insured coverage for Protos, its affiliates, all Protos clients serviced by Security Provider, and Protos' officers, agents, and employees with endorsements confirming that all of Security Provider's insurance coverage is primary and non-contributory as to any other insurance maintained by Protos or its client. Security Provider shall, at Protos' option, provide or arrange for same to be provided directly from their insurance carrier, a copy of the additional insured endorsement within ten (10) days of any request by Protos. **The endorsement shall read as follows:**

Single Source Security, LLC dba Protos Security
and affiliates sharing common ownership
110 Franklin Road SE, 8th Floor
Roanoke, VA 24011

e. At any time during the Term, Security Provider shall provide Protos with certificates of insurances evidencing compliance with this **Section 7**. Protos may withhold payment of any and all fees due to Security Provider at any time Security Provider is not in compliance with this **Section 7** and Security Provider may further be subject to any or all of the actions outlined in **Section 1(c)(iv)** hereinabove.

f. Security Provider hereby grants to Protos a waiver of any right to subrogation which any insurer may acquire against Protos. Security Provider agrees to obtain any endorsement necessary to effect such a waiver, but this provision applies regardless of whether or not such waiver is received.

8. **Independent Contractor.** Security Provider shall perform all obligations under this Agreement as an independent contractor. Security Provider is solely responsible for its personnel who perform Services under this Agreement, including:

- a. paying their compensation;
- b. withholding and paying all required income and payroll taxes;
- c. compliance with all wage and hour laws in their respective jurisdictions;
- d. providing and paying for workers' compensation, disability, and other similar benefits;
- e. providing and paying for unemployment insurance and other similar insurance; and
- f. verifying each person's legal authorization to work in connection with the Services.

Security Provider has no authority to make commitments, take actions, or act on behalf of Protos, and may not bind Protos to any obligation or liability.

9. **Personnel.**

a. Protos may request in writing to Security Provider, including the reasoning, that any Personnel assigned to Protos be removed for any reason and Security Provider shall as promptly as reasonably practicable replace such Personnel; provided, however, both Parties agree that the removal shall not be based on any reason which would violate anti-discrimination or equal employment opportunity laws by either Party.

b. Security Provider may not subcontract any or all of the Services for Protos to third parties. This includes utilization of temporary or staffing agencies which is expressly precluded by this Agreement. Any violation of this **Section 9(b)** will be considered a material breach of this Agreement and may result in immediate termination of this Agreement.

c. Security Provider agrees and warrants that all personnel employed or otherwise assigned for duty by Security Provider to any assignment location of a Protos client shall be pre-screened in accordance with the requirements outlined in **Sections 9(d) and 9(e)** and any specified in a future work order, service request or other document issued by Protos for a specific client and shall be fully competent to perform all Services specified therein.

d. Security Provider acknowledges and agrees that any felony charges or convictions of any person holding a supervisory position at Security Provider, whether directly involved in providing security to Protos' clients or not, may exclude Security Provider from consideration for assignments with Protos at Protos' sole discretion.

e. Minimum pre-screening requirements in conjunction with this **Section 9** for all Security Provider personnel shall include, but shall in no way be limited to:

- i. 10-panel drug screen to include tests for the following: Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Marijuana, Methadone, Methaqualone, Opiates (including oxycodones), Phencyclidine, and Propoxyphene. Such drug screens shall be performed in advance of such assignments and shall be repeated whenever a gap exists that is in excess of six (6) months between such assignments.
- ii. Criminal background investigations at the expense of Security Provider in advance of any Protos assignment and repeated whenever a gap exists in excess of six (6) months between such Protos assignments for each such Personnel. Security Provider acknowledges and agrees that it will not place any Security Personnel on a Protos assignment who has any felony charges that are pending final resolution or which resulted in conviction, regardless of the age of such charges.

10. **Confidential Information.** During the Term and for five (5) years after this Agreement expires or is terminated, each Party (the "**Recipient**") shall comply with the following obligations regarding the other Party's information (the "**Disclosing Party**"):

a. **Confidential Information.** "**Confidential Information**" means any information of the Disclosing Party that, because of its character and nature, a reasonable person in similar circumstances would treat as confidential, including Protos' customer and Client information.

b. **Limited use and no disclosure.** Recipient shall not, directly or indirectly, use or disclose any Confidential Information for any purpose other than performing Recipient's obligations under this Agreement. Recipient shall be specifically precluded from sharing any Confidential Information with any open source artificial intelligence platform for any reason.

c. **Protection standard.** Recipient shall keep all Confidential Information confidential and protect it using the same degree of care Recipient uses to protect its own confidential and proprietary information, but in no event less than reasonable care, to prevent disclosure of Confidential Information to any unauthorized third party.

d. **Access by Personnel; responsibility for compliance.** Recipient may disclose or allow access to Confidential Information only to Recipient's Personnel who need to know the Confidential Information to perform Recipient's obligations under this Agreement. Recipient is responsible for any failure by its Personnel to comply with this Section.

e. **Exclusions.** Confidential Information does not include information that, as shown by written records:

- i. was already known to Recipient or its employees on a non-confidential basis when Disclosing Party disclosed it;

- ii. was independently developed by Recipient without using or referencing the Confidential Information;
or
- iii. is or becomes publicly known through no wrongful act of Recipient.

f. **Legal demands to disclose.** If Recipient receives a subpoena or other valid administrative or judicial demand requiring disclosure of Disclosing Party's Confidential Information (a "**Demand**"), Recipient shall, unless prohibited by law, promptly give Disclosing Party written notice of the Demand so Disclosing Party may seek a protective order. If Recipient gives notice as required, Recipient may comply with the Demand to the extent required by law, provided that Recipient will:

- i. disclose only the portion of Confidential Information that it is legally required to disclose; and
- ii. reasonably cooperate, at Disclosing Party's expense, with Disclosing Party's efforts to obtain reliable assurance that the Confidential Information disclosed will receive confidential treatment.

g. **Destruction after termination (upon request).** Upon termination of this Agreement, Recipient shall, promptly after Disclosing Party's written request, destroy all Confidential Information, materials, or documents of Disclosing Party that were provided to Recipient under this Agreement, and destroy all copies of such items and all notes and memoranda prepared by Recipient that contain Confidential Information. Upon Disclosing Party's request, Recipient shall provide written confirmation of the destruction.

h. **Exception:** Recipient is not required to destroy anything stored in backup media or other electronic storage systems, latent data or metadata, or archival copies kept only to demonstrate compliance with this Agreement, or as required by applicable law.

i. **Continued protection of retained copies.** Any Confidential Information Recipient retains under the exception above remains subject to the confidentiality, non-use, and non-disclosure obligations in this Agreement.

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

a. While this Agreement is active and for one (1) year after it ends (including any related Work Orders), Security Provider agrees:

i. **Do not go around Protos:** You cannot provide Services directly to any Client without Protos' written permission. Protos can say "no" or set conditions at its discretion. This applies to:

- 1. Any Client Protos hired you to serve under a Work Order, and
- 2. Any Client you learned about because of a current or potential Work Order.

b. You also cannot contact these Clients to offer your Services directly.

c. **Exception:** If you were already working with a Protos Client before this Agreement, you can keep doing that work—but you must give Protos written proof that the work existed before this Agreement.

d. During this Agreement and for one (1) year after it ends, neither party may, without the other party's written consent:

- i. Ask, encourage, or cause any employee they learned about through this relationship to leave their job with the other party; or
- ii. Directly or indirectly hire, engage, or try to hire or engage that employee, or anyone who worked for the other party during the year before this Agreement ended.

e. **Exception:** This does not stop either party from posting general job ads (such as on websites or job boards) that are not aimed specifically at the other party's employees, or from hiring someone who applies through those general ads.

f. If either party hires such an employee during this restricted period, they must pay the other party a \$5,000 fee within 30 days of the hire.

g. **Security Provider agrees that, during this Agreement and at all times after, it will not:**

- i. Make any false, harmful, or negative statements about Protos or its related parties, in any form—written, spoken, electronic, social media, or otherwise.
- ii. Encourage or ask anyone else to make such statements.

h. **Exception:** This does not apply to statements or allegations made as part of a legal action, arbitration, mediation, or other proceeding where Security Provider or its representatives provide sworn statements or testimony.

12. **Remedies and Set-Off.**

- a. Protos can deduct any amounts Security Provider owes (including losses) from any payments Protos would otherwise make to Security Provider under this Agreement.
- b. Both parties agree that if either breaches **Sections 10 or 11**, it could cause harm that money alone cannot fix. In that case, the non-breaching party may seek immediate court orders—such as injunctions or specific performance—without posting a bond.
- c. These remedies are **in addition to**, not instead of, any other legal or equitable remedies available. The non-breaching party can also recover all damages, costs, and expenses, including actual attorneys’ fees, incurred to enforce this Agreement.
- d. Using or not using any remedy does **not** limit a party’s right to pursue other remedies.

13. **Publicity.** Security Provider cannot make any public announcement or share any information about this Agreement—including its terms or even its existence—without Protos’ prior written consent, unless required by law. If disclosure is legally required, Security Provider must notify Protos at least five (5) business days before making the disclosure. Security Provider is also precluded from using Protos’ name or logo as well as the names and logos of Protos’ customers on any public facing documents and advertising, specifically including but not limited to Security Provider’s website, without express written permission of Protos.

14. **Notice.** Any consent, notice, or report under this Agreement must be in writing and delivered as follows, with the notice considered given when:

- a. **Personal delivery:** When handed over in person.
- b. **Overnight courier:** When receipt is confirmed in writing.
- c. **Email, fax, or other electronic means:** When sent during the recipient’s normal business hours; if sent outside those hours, then on the next business day. (*Note: Email cannot be used for notices of termination or indemnifiable claims.*)
- d. **Certified or registered mail (return receipt requested):** When receipt is confirmed.
- e. Notices must be sent to the address listed in this Agreement or any updated address provided in writing. A notice is effective when the recipient receives it.

If to Security Provider:

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

15. **Entire Agreement.** This Agreement, along with its exhibits, schedules, and any related Work Orders, is the complete and final agreement between the Parties on the subject matter. It replaces all prior or current communications, proposals, or agreements—whether written or oral—about the same subject. No terms in invoices, purchase orders, or similar documents from either Party will change or add to this Agreement. If there is a conflict between this Agreement and a Work Order, the Work Order terms will apply for that specific Work Order.

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

17. ***Assignment and Transfer.***

- a. Security Provider cannot transfer, assign, or give away any rights, or delegate or subcontract any duties under this Agreement without Protos' prior written consent.
- b. Protos may transfer, assign, or delegate this Agreement or any of its rights or duties at any time, in whole or in part. This includes assigning its indemnification rights under Section 6 to any Client.
- c. This Agreement is binding on both Parties and their permitted successors and assigns.
- d. Any transfer, assignment, or delegation that violates this section is void and has no effect.

18. ***No Waiver By Delay.*** If either party does not enforce a provision, exercise a right, or require performance under this Agreement right away, that does **not** mean they waive those rights. They can still enforce them later.

19. ***Severability.*** If any part of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still remain in full effect. The invalid part may be replaced with a new provision that both parties agree to in writing.

20. ***Survival of Obligations.*** Any rights, duties, or obligations that are meant to continue after this Agreement ends—including those in Sections 10 and 11—will remain in effect even after the Agreement expires or is terminated.

21. ***Governing Law; Venue.***

- a. This Agreement is governed by the laws of the Commonwealth of Virginia, without considering conflict-of-law rules.
- b. Any lawsuit or legal action to interpret or enforce this Agreement can be filed in any federal or state court in Virginia.
- c. Both parties agree to submit to the jurisdiction of these courts for any dispute related to this Agreement or related transactions.
- d. Service of legal papers by first-class mail will be considered valid.
- e. If either party brings a legal action to enforce this Agreement or any Work Order, the winning party can recover its costs, including reasonable attorneys' fees, from the losing party.

22. ***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.

23. **Force Majeure.** Neither party (the “Impacted Party”) is responsible for delays or failure to perform obligations caused by events beyond its reasonable control, including:

- a. natural disasters,
- b. flood, fire, or explosion,
- c. war, invasion, riots, or civil unrest,
- d. government orders or laws,
- e. embargoes or blockades,
- f. actions by government authorities,
- g. national or regional emergencies,
- h. strikes or labor disruptions,
- i. shortages of power or transportation,
- j. epidemics, pandemics (including COVID-19), or public health emergencies,
- k. terrorist threats or attacks.

If such an event (“Force Majeure Event”) occurs, the Impacted Party must promptly give written notice to the other party, including an estimate of how long the event will last.

24. **Third-Party Rights.** This Agreement does not give any rights, benefits, or remedies to anyone except the Indemnified Parties. The Indemnified Parties are specifically named as third-party beneficiaries of Section 6 and this Section 23, and they have the right to enforce those provisions.

25. **Counterparts.** This Agreement and any Work Order may be signed in multiple copies (counterparts). All signed copies together will count as one binding agreement, even if all parties did not sign the same copy. A faxed or electronic copy showing each party’s signature—or multiple copies that together show all signatures—will be treated as an original and does not require additional signatures.

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: _____

SECURITY PROVIDER:

Company name: _____

By: _____

Name: _____

Title: _____

Today’s date: _____



SECURITY PROVIDER ALIGNMENT STANDARDS

To ensure strong client outcomes and continued growth - while preventing risk- we ask our vendors to be guided by the standards below as they handle Protos assignments. When matching vendors to new assignments, we consider client needs AND each vendor's alignment to these principles. Protos is here to support you... together, we can deliver exceptional service!

PERFORMANCE

- Execute **post orders** exactly as written to ensure service quality and client satisfaction.
- Ensure all Protos assignments are staffed only with **trained, capable** officers.
- Be **reliable and professional**: arrive on time, remain on post, and complete full shifts.
- **Report hours and incidents** promptly via Protos Connect or our phone access system.
- Follow our **observe-and-report-only** policy, avoiding verbal or physical interactions, unless explicitly authorized in the post orders or a client addendum.

WEAPONS

- Weapons (firearms, pepper spray, knives, batons, etc.) are **prohibited** on unarmed posts.
- Only **legal, holstered pistols** are permitted for armed posts; officers must always maintain custody of their firearm.
- **Immediately report** any firearm-related incidents to Protos.

ACCOUNTABILITY

- **Respond promptly** to Protos communications and address escalations promptly; alignment protects opportunity.
- **Providing 30-days' notice** is required if staffing a post becomes unsustainable; you may be released sooner if a replacement is found.
- Honor agreed-upon **guard wage rates**, treat your officers fairly, and comply with all wage laws - clients may ask officers about their pay.
- **Cooperate fully** in legal, insurance, or court-directed matters; we must follow court orders.
- Violations of these standards will be reviewed and may **impact our working relationship**.

PROFESSIONALISM

- Uphold **Protos' core values** of STAY CURIOUS, TAKE OWNERSHIP, BUILD RELATIONSHIPS, and BE PRINCIPLED.
- Be **respectful** and **courteous** on post; always representing Protos and your company with professionalism.
- Maintain clean, client-compliant **uniforms** and **appearance** standards.
- **Limit mobile phone use** to clocking in/out or reporting incidents; no headphones or other distractions on shift.
- **Involve Protos early** in client conflicts, so that a response that protects future work for both of us can be crafted.
- **Continue performing duties professionally** during any performance reviews or investigations.

COMPLIANCE

- To remain eligible for active and new assignments, current security **company licenses** and **certificates of insurance** must always be on file with Protos.
- **Respond promptly** to renewal reminders sent by Protos to help you stay compliant.
- General & Professional Liability (with Assault & Battery), and Workers' Compensation are **mandatory for all assignments**; Commercial Auto coverage is only needed if you accept vehicle-based assignments.
- Review your **insurance policies for exclusions** and decline assignments you are not covered for.
- Ensure that officers assigned to Protos assignments meet all applicable **guard licensing** requirements.
- Officers must carry valid unarmed or armed guard licenses **on their person** while on duty.

EARN · GROW · PROTECT
TOGETHER

