

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

PN Services LLC d/b/a PN Services Security — Independent Contractor

This Confidentiality and Non-Disclosure Agreement (this "Agreement") is entered into as of _____, 20____ (the "Effective Date") by and between PN Services LLC d/b/a PN Services Security, a Georgia limited liability company with offices at 10 Glenlake Pkwy, Ste. 130, Atlanta, Georgia 30328 ("Company"), and the individual or entity identified in the signature block below ("Contractor").

1. PURPOSE

Company provides security personnel and security services to third-party clients ("Clients"). In connection with Contractor's provision of security services to Company and its Clients, Contractor will be given access to confidential and proprietary information belonging to Company and to Company's Clients. Contractor agrees to protect that information on the terms below. This Agreement is separate from, and survives the termination of, any services agreement or statement of work between the parties.

2. CONFIDENTIAL INFORMATION

"Confidential Information" means all non-public information disclosed to or observed by Contractor in connection with the Services, in any form, whether or not marked confidential, including without limitation:

- Company's business, financial, and operational information, including pricing, bid and proposal materials, contract terms, client lists, vendor relationships, staffing rates, business processes, manuals, training materials, and intellectual property;
- Security-sensitive information, including post orders, security and risk assessments, patrol routes and schedules, guard force staffing levels, alarm and camera placements, access codes, credentials, keys, gate and door procedures, and any vulnerability identified at a Client site;
- Client information, including the identity of Clients, the location and layout of Client premises, Client schedules and operations, Client personnel and their movements, and any information regarding a Client's projects, productions, property, guests, or business affairs;
- Personnel information regarding Company's contractors or employees, including contact information, compensation, background screening results, and equal employment opportunity data;
- Information disclosed to Company in confidence by a third party, including information Company is obligated to protect under a contract with a Client; and
- All notes, reports, logs, photographs, recordings, analyses, and other materials prepared by Contractor that contain, reflect, or are derived from any of the foregoing.

3. EXCLUSIONS

Confidential Information does not include information that: (a) is or becomes publicly available through no act or omission of Contractor; (b) was lawfully in Contractor's possession, without restriction, before disclosure by Company; (c) is lawfully received by Contractor from a third party without restriction and without breach of any obligation of confidence; or (d) is independently developed by Contractor without use of or reference to the Confidential Information. Contractor bears the burden of establishing that an exclusion applies.

4. NON-DISCLOSURE AND NON-USE

Contractor shall hold all Confidential Information in strict confidence and shall not, at any time, directly or indirectly:

- disclose Confidential Information to any person or entity, including members of the press or media, other contractors not assigned to the post, family members, or the general public;
- disseminate or publish Confidential Information by text message, messaging application, blog, podcast, or any social networking or internet platform, including without limitation Facebook, Instagram, X, TikTok, YouTube, LinkedIn, Snapchat, Reddit, and Threads;
- use Confidential Information for Contractor's own benefit or for the benefit of any third party, including any competitor of Company or any person seeking access to a Client site; or

- remove, copy, photograph, or reproduce any Confidential Information except as required to perform the Services.

Contractor shall protect Confidential Information using at least the degree of care Contractor uses to protect its own confidential information, and in no event less than a reasonable degree of care. Contractor shall report any actual or suspected unauthorized disclosure to Company immediately upon discovery.

5. SITE CONDUCT: RECORDING, IMAGES, AND GUESTS

Contractor shall not photograph, film, or record any Client premises, personnel, property, production element, set, costume, or activity, except where expressly instructed by Company or the Client to do so for documentation purposes, in which case the resulting images or recordings are Confidential Information and the property of Company or the Client. Contractor shall not bring any guest or unauthorized person to a Client site. Contractor shall not disclose the identity of any Client, the location of any post, or the fact of Contractor's assignment to a particular site, except as necessary to perform the Services or as authorized in writing by Company.

6. CLIENTS AS THIRD-PARTY BENEFICIARIES

Contractor acknowledges that Company is contractually obligated to protect the confidential information of its Clients, and that a breach of this Agreement by Contractor may cause Company to breach its obligations to a Client. Each Client whose Confidential Information is protected under this Agreement is an intended third-party beneficiary of this Agreement and may enforce its terms directly against Contractor. Where a Client requires additional or more restrictive confidentiality terms as a condition of site access, Contractor shall execute those terms, which shall apply in addition to this Agreement.

7. RETURN OR DESTRUCTION OF MATERIALS

Upon Company's request, or upon the conclusion of Contractor's final assignment, Contractor shall promptly return to Company all materials containing Confidential Information, including post orders, credentials, keys, access cards, reports, logs, notes, photographs, and recordings, together with all copies, and shall permanently delete any Confidential Information stored on Contractor's personal devices or accounts. Return or destruction does not relieve Contractor of the continuing obligations of this Agreement. Contractor shall certify compliance with this Section in writing upon request.

8. OWNERSHIP OF WORK PRODUCT

All reports, logs, records, photographs, recordings, and other materials created by Contractor in the course of performing the Services are the exclusive property of Company or, where applicable, the Client. To the extent any such material is deemed a work of authorship, it shall be considered a work made for hire. To the extent it does not so qualify, Contractor hereby irrevocably assigns to Company all right, title, and interest in and to such material, and agrees to execute any documents reasonably necessary to perfect that assignment. Nothing in this Agreement grants Contractor any license or right in or to the Confidential Information.

9. TERM AND SURVIVAL

This Agreement takes effect on the Effective Date and continues throughout the period during which Contractor performs Services for Company. Contractor's obligations with respect to Confidential Information survive the termination of this Agreement and of any services agreement between the parties, and continue for a period of three (3) years following the conclusion of Contractor's final assignment; provided, however, that (a) with respect to any information that constitutes a trade secret under the Georgia Trade Secrets Act, O.C.G.A. § 10-1-760 et seq., Contractor's obligations continue for so long as the information remains a trade secret under that Act, and (b) with respect to security-sensitive information described in Section 2 and information a Client has designated as requiring longer protection, Contractor's obligations continue indefinitely.

10. REMEDIES

Contractor acknowledges that a breach of this Agreement would cause Company and its Clients irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, in addition to any other remedy available at law or in equity, Company (and any Client as a third-party beneficiary) shall be entitled to seek temporary, preliminary, and permanent injunctive relief without the necessity of posting a bond. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

11. COMPELLED DISCLOSURE

If Contractor is required by subpoena, court order, or other legal process to disclose Confidential Information, Contractor shall, to the extent permitted by law, notify Company as promptly as practicable and prior to disclosure, shall cooperate with Company (at Company's expense) in any effort to limit or protect against the disclosure, and shall disclose only that portion of the Confidential Information that Contractor is legally required to disclose. Nothing in this Agreement prohibits Contractor from reporting a suspected violation of law to a law enforcement or regulatory authority having jurisdiction, from responding truthfully to a lawful inquiry by such an authority, or from making any disclosure protected by law.

12. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. Nothing in this Agreement creates an employment, agency, partnership, or joint venture relationship between the parties, and nothing in this Agreement grants Company the right to direct or control the manner or means by which Contractor performs security services. The confidentiality obligations in this Agreement are obligations as to the treatment of information, not as to the method of performing the Services.

13. GOVERNING LAW; VENUE; DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of laws provisions. Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration administered in Atlanta, Georgia, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, before a single arbitrator selected in accordance with those Rules. Judgment on the award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may seek temporary or preliminary injunctive relief in any state court sitting in Fulton County, Georgia, and the parties consent to the jurisdiction and venue of such courts for that purpose and waive any objection based on forum non conveniens.

14. GENERAL PROVISIONS

Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior agreements and understandings, written or oral, concerning confidentiality.

Amendment; Waiver. No provision of this Agreement may be amended or waived except in a writing signed by both parties. Failure to enforce any provision is not a waiver of that or any other provision.

Severability. If any provision is held invalid or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

Assignment. Contractor may not assign this Agreement. Company may assign this Agreement to any successor in interest. This Agreement binds and benefits the parties and their permitted successors and assigns.

Counterparts; Electronic Signature. This Agreement may be executed in counterparts, and delivery of a signed copy by facsimile, electronic mail, or electronic signature platform has the same force and effect as delivery of an original.

Headings. Section headings are for convenience only and do not affect interpretation.

ACKNOWLEDGMENT AND SIGNATURES

BY SIGNING BELOW, CONTRACTOR ACKNOWLEDGES HAVING READ THIS AGREEMENT IN FULL, HAVING HAD THE OPPORTUNITY TO ASK QUESTIONS AND SEEK INDEPENDENT ADVICE, AND AGREES TO BE BOUND BY ALL OF ITS TERMS.

CONTRACTOR

Signature

Printed Name

Business Name (if applicable)

Email Address

Date

PN SERVICES LLC d/b/a PN SERVICES SECURITY

Signature

Printed Name and Title

Date