

PN SERVICES SECURITY
SECURITY PERSONNEL MASTER SERVICES AGREEMENT

Independent Contractor — Master Terms

This Master Services Agreement (this "Agreement") is made and 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 independent contractor identified below ("Contractor").

CONTRACTOR INFORMATION

Contractor Name:

Business or Entity Name (if applicable):

Mailing Address / City / State / Zip:

Phone / Cell / Email:

EIN or Taxpayer Identification Number (per Form W-9):

Georgia Board of Private Detective & Security Agencies Registration No. (if armed):

POST Certification No. (if applicable):

RECITALS

WHEREAS, Company is in the business of providing security personnel and security services to third-party clients ("Clients"); and

WHEREAS, Contractor operates an independently established security services business, holds the licensure, registration, and training required by Georgia law for the services Contractor performs, and holds itself out to the public as available to perform such services for multiple clients; and

WHEREAS, Company desires to engage Contractor, as an independent contractor, to provide professional security services on an assignment-by-assignment basis; and

WHEREAS, Contractor desires to provide such services in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the parties agree as follows:

1. NATURE OF THIS AGREEMENT; NO GUARANTEE OF WORK

This Agreement establishes the terms under which Contractor may, from time to time, accept assignments from Company. It assigns no work, guarantees no volume or continuity of work, and creates no obligation for Company to offer, or for Contractor to accept, any assignment. Contractor is not required to maintain availability, is not assigned any

minimum or maximum number of hours, and may accept or decline any offered assignment, in whole or in part, without penalty, adverse consequence, or effect on future offers.

2. STATEMENTS OF WORK

Each assignment shall be documented in a written Statement of Work ("SOW") signed by both parties, identifying the Client or project, the post or location, the assignment period, the contract rate, and any Client site requirements applicable to the assignment. Each SOW is incorporated into this Agreement upon execution and governs only the assignment described therein. In the event of a conflict between this Agreement and an executed SOW, the SOW controls as to that assignment.

3. SERVICES AND CONTRACTOR RESPONSIBILITIES

Contractor shall provide professional security services (the "Services") as described in each accepted SOW. Contractor shall exercise sound business judgment in providing the Services and shall prioritize the safety and security of Company's Clients and their premises, personnel, and property.

- Contractor shall perform the Services in a professional manner consistent with the standards of the private security industry in Georgia and in compliance with all applicable federal, state, and local laws and ordinances.
- Contractor shall conduct himself, herself, or itself in a manner that advances the goodwill and reputation of both Company and Contractor.
- Contractor shall deliver the reports, logs, and records specified in the applicable SOW.
- Contractor is responsible for all costs of performing the Services except as expressly stated in an SOW, including travel, fuel, meals, mobile telephone service, uniform items, and equipment.
- Contractor is responsible for all federal, state, and local income tax reporting and payment, self-employment taxes, and any business licensing applicable to Contractor's business.

4. CONTROL OF THE WORK

Contractor retains sole control over the manner and means by which the Services are performed. Company does not direct, supervise, or control the method by which Contractor performs security services. Company's role is limited to (a) communicating Client site requirements, post orders, and access conditions imposed by the Client as a condition of site access; (b) communicating requirements imposed by law, regulation, or the rules of the Georgia Board of Private Detective and Security Agencies; and (c) evaluating the results delivered under the applicable SOW. Contractor is not prohibited from performing services for other clients, including other security firms, during the term of this Agreement, and is subject to no territorial or geographic restriction.

5. LICENSURE, REGISTRATION, AND CREDENTIALS

Contractor shall obtain and maintain, at Contractor's own expense, all licensure, registration, certification, training, and permits required by Georgia law for the assignments Contractor accepts, including where applicable registration with the Georgia Board of Private Detective and Security Agencies and any weapons permit required for an armed post. Contractor shall maintain knowledge of and comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the Services, including the rules of the Georgia Board of Private Detective and Security Agencies and, where applicable to Contractor, the Georgia Peace Officer Standards and Training Act.

Contractor shall provide current documentation of all such credentials upon request and shall notify Company within three (3) business days of any arrest, charge, suspension, revocation, or other event affecting Contractor's registration, certification, or eligibility for Client site access.

6. EQUIPMENT, UNIFORM, AND COMPANY PROPERTY

- **Contractor Equipment.** Contractor shall supply, at Contractor's own expense, all equipment required to perform the Services, including duty attire, footwear, mobile telephone, flashlight, and writing materials.
- **Branded Uniform Items.** Company makes branded uniform items available for purchase by Contractor at cost. Items purchased by Contractor become Contractor's property and need not be returned. Where Contractor elects

to have the cost of purchased items offset against a subsequent invoice, Contractor shall authorize the offset in writing in advance.

- **Discontinued Use of Company Insignia.** Contractor shall not wear, display, or otherwise use any item bearing Company insignia or identifying marks after the conclusion of Contractor's final accepted assignment. Contractor shall permanently remove the insignia from such items, destroy the items, or return them to Company for disposal at no cost to Contractor. This obligation protects against unauthorized use of Company identification and survives termination of this Agreement.
- **Company Property.** Identification badges, credentials, access cards, keys, radios, and other property owned by Company or by a Client remain the property of the owner and shall be returned immediately upon completion of Contractor's final accepted assignment or upon request.

7. COMPENSATION AND INVOICING

Company shall pay Contractor the contract rate specified in each executed SOW. Contractor shall submit an invoice for Services rendered, identifying the SOW number, dates and hours or shifts worked, and post location. Company processes approved invoices twice monthly, in arrears, by direct deposit or check. Company shall not withhold federal, state, or local taxes, FICA, or any other amount from payments to Contractor, and shall issue IRS Form 1099-NEC as required.

8. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor and not an employee, agent, partner, or joint venturer of Company. Nothing in this Agreement creates an employment relationship, and neither party shall represent otherwise to any third party. Specifically:

- Company will not withhold income tax, FICA, or any other amount from payments to Contractor, and Contractor is solely responsible for all federal, state, and local income taxes and self-employment taxes arising from payments under this Agreement;
- Contractor is not eligible for and will not receive employee benefits, paid leave, health coverage, retirement contributions, unemployment insurance, or workers' compensation coverage through Company;
- Contractor is free to accept or decline any offered assignment without consequence, is subject to no minimum hours, sets Contractor's own availability, and is free to perform services for other clients, including other security firms;
- Contractor is engaged in an independently established trade, occupation, or business of the same nature as the Services performed and holds itself out to the public as available to perform such Services; and
- Contractor is responsible for maintaining Contractor's own business records, licenses, and tax filings.

9. INSURANCE

Insurance under this Section is required only for the following assignments: (a) any post designated as an armed post; and (b) any assignment for which Contractor subcontracts any portion of the work pursuant to Section 15.

For any assignment described in (a) or (b) above, Contractor shall, prior to accepting the assignment, provide a certificate of insurance evidencing commercial general liability coverage of not less than \$1,000,000 per occurrence, naming Company as an additional insured, and shall maintain workers' compensation coverage as required by Georgia law or execute a sole proprietor coverage waiver acceptable to Company's carrier. Contractor shall provide updated certificates upon renewal and shall notify Company promptly of any lapse, cancellation, or material reduction in coverage. Contractor may not accept an assignment described in (a) or (b) during any period in which the required coverage is not in force.

For all other assignments, the insurance requirement is waived only upon a written waiver signed by Company. A written waiver applies solely to the assignment or assignments identified in it and is not a continuing waiver. Nothing in this Section limits Contractor's obligations under Section 10 (Indemnification).

10. INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless Company, its members, officers, and Clients from and against any and all claims, actions, demands, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and

costs) arising from any act or omission of Contractor in connection with the Services, whether willful, deliberate, malicious, or negligent, and from any breach by Contractor of this Agreement or any SOW. This obligation survives the termination of this Agreement.

11. CONFIDENTIALITY

Contractor shall execute and comply with the Confidentiality and Non-Disclosure Agreement between the parties, which is incorporated into this Agreement by reference and which survives the termination of this Agreement. In the event of a conflict between this Agreement and that Confidentiality and Non-Disclosure Agreement regarding the treatment of confidential information, the Confidentiality and Non-Disclosure Agreement controls. Where a Client requires additional or more restrictive confidentiality terms as a condition of site access, Contractor shall execute those terms, which apply in addition to the parties' agreement.

12. CLIENT NON-SOLICITATION

[OPTIONAL — CONFIRM SCOPE WITH COUNSEL UNDER THE GEORGIA RESTRICTIVE COVENANTS ACT, O.C.G.A. § 13-8-50 ET SEQ.] For a period of 12 months following the conclusion of Contractor's final accepted assignment, Contractor shall not directly solicit or contract to provide security services to any Client to which Contractor was assigned by Company during the twelve (12) months preceding that conclusion. This Section does not restrict Contractor from performing security services for any other person or entity, from working for other security firms, or from responding to a publicly advertised opportunity.

13. TERM

This Agreement commences on the Effective Date and continues until terminated by either party in accordance with Section 14. This Agreement does not renew, expire, or lapse on a fixed schedule, and its continuation does not imply any commitment by either party to offer or accept work. Any SOW executed prior to termination remains in effect according to its terms unless separately terminated.

14. TERMINATION

- **For Convenience.** Either party may terminate this Agreement at any time, without cause and without penalty, effective upon written notice to the other party. Termination does not relieve Contractor of the obligation to complete, or arrange qualified coverage for, any assignment then in progress under an executed SOW, nor Company of the obligation to pay for Services already rendered.
- **For Cause.** Either party may terminate this Agreement immediately upon written notice in the event of a material breach by the other party. Company may terminate immediately where Contractor loses any registration, certification, permit, or insurance coverage required for the Services, or where a Client withdraws Contractor's site clearance.
- **Effect of Termination.** Upon termination: (i) Contractor shall cease providing Services to Company and its Clients as of the effective date of termination or the conclusion of any assignment then in progress; (ii) Contractor shall immediately return all Company and Client property described in Section 6; and (iii) all outstanding invoices owed by Company to Contractor shall become due, and Company shall remit payment in full within a reasonable time.
- **No Assignment Offers.** Company's decision not to offer assignments to Contractor during any period is not a termination of this Agreement and creates no notice obligation.
- **Removal from an Assignment.** A Client may decline further site access to Contractor. Removal from a particular assignment does not automatically terminate this Agreement, but repeated or egregious failure to satisfy the requirements of an SOW may constitute material breach.

15. ASSIGNMENT AND SUBCONTRACTING

Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other party, except that Company may assign this Agreement to any successor in interest. Contractor reserves the right to subcontract any portion of the work to be performed hereunder, subject to Company's prior written consent, which shall not be unreasonably withheld and which Company may condition solely on verification that the proposed subcontractor holds the licensure, registration, training, and Client site clearance required for the post.

16. DISPUTE RESOLUTION

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 neutral arbitrator selected in accordance with those Rules. The parties waive any right to a jury trial. Each party shall bear its own attorneys' fees and its share of the arbitrator's fees, except that the arbitrator may award fees and costs to the prevailing party. 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.

17. NOTICES

All notices required under this Agreement shall be in writing and delivered by hand, by certified mail return receipt requested, by nationally recognized overnight courier, or by electronic mail to the addresses set out in this Agreement or to such other address as a party designates in writing. Notice is deemed given upon hand delivery, three (3) business days after mailing, one (1) business day after deposit with an overnight courier, or upon confirmed transmission if by electronic mail.

18. GENERAL PROVISIONS

Entire Agreement. This Agreement, together with its executed SOWs and the Confidentiality and Non-Disclosure Agreement between the parties, contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies, alters, or adds to it. The terms of this Agreement are contractual and not a mere recital.

Amendments. No provision of this Agreement may be amended, modified, revoked, or waived except by a writing signed by a duly authorized representative of each party.

No Waiver. Failure of any party to seek a remedy for the breach of any portion of this Agreement shall not constitute a waiver of its rights with respect to the same or any subsequent breach.

Severability. The invalidity or unenforceability of any part of this Agreement shall not affect the validity or enforceability of the remainder, and the parties shall use their best efforts to agree upon a replacement provision corresponding as closely as possible to the original. If no replacement is agreed, the provision shall be deemed omitted.

Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation thereof.

Parties Bound. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and permitted assigns.

Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of law provisions. Jurisdiction and venue for any action concerning the enforcement, construction, or interpretation of this Agreement not subject to arbitration shall lie in any state court in Fulton County, Georgia, and each party consents to that jurisdiction and waives any defense based on personal jurisdiction or forum non conveniens.

Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together constitute one instrument. Delivery of an executed counterpart by facsimile, electronic mail, or electronic signature platform constitutes delivery for all purposes and is legally binding on the transmitting party.

Survival. Sections 8, 10, 11, 12, 16, and 18 survive the termination of this Agreement.

19. REPRESENTATIONS AND WARRANTIES REGARDING AUTHORITY

Each party represents and warrants to the other that: (a) it has full power and authority to execute, deliver, and perform this Agreement; (b) the person signing this Agreement on its behalf has authority to do so; and (c) when executed, this Agreement shall be valid, binding, and legally enforceable against each party.

By signing below as Contractor or as a representative of Contractor, the signatory certifies that he or she possesses the legal right to bind Contractor to the terms of this Agreement, and agrees to personally defend, indemnify, and hold

Company harmless from and against any claims, damages, losses, liabilities, and expenses (including reasonable attorneys’ fees and costs) asserted against Company as a result of any breach of this certification.

IN WITNESS WHEREOF

The parties have executed this Agreement as of the Effective Date set forth above.

CONTRACTOR

Signature

Printed Name

Business Name (if applicable)

Date

PN SERVICES LLC d/b/a PN SERVICES SECURITY

Signature

Printed Name and Title

Date