

PRIME DEFENSE SECURITY AGENCY LLC

General Terms and Conditions of Service

This document summarizes the General Terms and Conditions that apply to every Service Agreement between Prime Defense Security Agency LLC ("Prime Defense") and a Client. The specific locations, coverage schedule, and billing rates for your property are prepared individually and provided in your custom Service Agreement (Exhibits A and B) after a coordinator reviews your request — they are not published here.

Term of Agreement

The term of the Agreement shall be for a period of one (1) year beginning on the Commencement Date ("Initial Term"). The Agreement will automatically continue thereafter on a month-to-month basis until terminated by either party on thirty (30) days' written notice. Either party may terminate the Agreement for non-performance by the other party upon five (5) days' written notice, with a five-day opportunity to cure. Either party may also terminate the Agreement at any time, for any reason, upon thirty (30) days' written notice.

Services & Billing

Prime Defense shall provide security professional services (the "Services") in the amount, for the times, and at the location(s) set forth in the Client's Exhibit A. Client shall pay Prime Defense at the rates set forth in Exhibit B, without deduction or set-off, and shall pay all invoices within five (5) days of the invoice date. Billing rates are valid for the first twelve (12) months of the Initial Term and thereafter increase annually by the greater of the applicable cost-adjustment percentage or three percent (3%). Prime Defense invoices Client weekly for the preceding weekly period.

Scope of Services

The purpose of any inspection at Client's location(s) by Prime Defense is solely to assist the safety maintenance of Client's premises, operations, and equipment. Avoidance of unsafe conditions and practices remains the sole responsibility of Client.

Independent Contractor & Personnel

Prime Defense is responsible for the hiring, training, and supervision of all security officers assigned to Client's location(s). Should Client direct or supervise officers, or alter instructions given by Prime Defense, Client assumes responsibility for any resulting damages or liabilities. Prime Defense provides and maintains uniforms for assigned personnel at its own cost and expense, unless otherwise agreed in writing. Security officers are employees of Prime Defense, acting as an independent contractor, and Prime Defense pays all compensation, payroll taxes, and withholdings due to its employees. Personnel are assigned in full compliance with applicable equal opportunity, civil rights, and employment laws. Client may request in writing that any officer whose performance is unacceptable be removed from its location(s), provided the request does not violate applicable law.

Insurance & Indemnification

Prime Defense maintains Workers' Compensation coverage (including Employer Liability), Commercial General Liability coverage, and Automobile Liability insurance for its owned, leased, and non-owned vehicles used in performing the Services. Client acknowledges that Prime Defense is not an insurer of Client's operations, personnel, or facilities. Client assumes the risk of loss, physical damage, and personal injury at its operations except as otherwise provided in the Agreement. Prime Defense will defend, hold harmless, and indemnify Client from claims directly resulting from Prime Defense's performance of the Services, subject to the conditions and exclusions set out in the full Agreement (including exclusions for Client-directed actions, Client negligence, and Legally Mandated Coverage Breaks).

Compliance with Laws & Force Majeure

Some or all of the physical security guard services under the Agreement may be designated as a Qualified Anti-Terrorism Technology under the SAFETY Act. Neither party is responsible for delays or non-performance caused by Force Majeure events (weather, accidents, insurrections, lockouts, labor stoppages, or other causes beyond Prime Defense's reasonable control); such non-performance is not a breach of the Agreement.

Assignment & Confidentiality

Either party may assign the Agreement to an affiliate under common control. Client may not otherwise assign, delegate, or subcontract the Agreement without Prime Defense's prior written consent, and remains liable after any permitted assignment. Each party will use reasonable commercial efforts to protect the confidentiality of the other party's Confidential Information disclosed in connection with the Agreement.

Scope Limitation

Any post orders, directives, or similar site-specific documents do not form part of, and do not modify or expand, this Agreement or the duties described in it. If there is any conflict between such documents and the Agreement, the Agreement controls. In no event will Prime Defense employees be required to undertake duties that expose them to unreasonable risk of harm.

This summary is provided for informational purposes ahead of signing. It does not itself constitute a signed Service Agreement. Specific service locations, coverage schedule, hours, and billing rates are detailed in your individual Exhibit A and Exhibit B, prepared after you submit a Service Agreement request and a coordinator reviews your property's needs.