



SUBCONTRACTOR AGREEMENT

This Agreement is made this _____ day of _____, 2021 (the "Effective Date"), by and between Turner Security Group/G7 Secure Solutions, a Virginia corporation, having its principal place of business at PO Box **3141** Hampton, VA 23663, (hereinafter referred to as "Company"), and _____ having its principal place of business at _____ (hereinafter referred to as "Subcontractor"). PLEASE PROVIDE YOUR DCJS #

TERMS AND CONDITIONS

In consideration of the premises, the mutual covenants of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

Engagement. Company hereby engages Subcontractor, and Subcontractor hereby accepts such engagement, as an independent contractor of security personnel and services, to provide personnel and usual and customary on-site security services (the "Services") for the Customer in connection with the "Event," all as specifically provide in the Work Order set forth in Exhibit A hereof. Company shall authorize specific assignments for Services in connection with the Event by delivering an executed Services Work Order (a "Work Order") in the form attached to this Agreement as Schedule A (which is hereby incorporated into this Agreement by this reference) for such Event. Subcontractor hereby agrees to perform all services set forth in any Work Order provided that such Work Order is signed by an authorized representative of Company and delivered to Subcontractor not later than six (6) hours prior to the time at which Services are required to be commenced in connection with the Event. Subcontractor agrees to promptly counter-sign any such Work Order and return it to Company prior to Subcontractor's commencement of Services in connection with the Event. In the event that any provision of this Agreement conflicts with any provision of the Work Order, the terms of this Agreement shall govern and shall be given precedence unless expressly provided otherwise in this Agreement.

Standard of Services. Subcontractor agrees that it shall, and shall cause its employees, agents and affiliates to, perform the Services to the best of their abilities using efforts consistent with security services provided by first class security companies at the Event.



Subcontractor agrees that all Services shall be performed in strict and absolute accord with this Agreement, the applicable Work Order and any written policies provided by Customer to Subcontractor from time to time, in a timely and workman like manner, using only qualified personnel. All such personnel performing the Services shall be professional; licensed, registered and bonded; and trained in accordance with industry custom and practice. Subcontractor shall, and shall cause its employees, agents and affiliates to, follow and obey all rules, regulations and instructions and directions issued by Company and/ or the Customer in connection with the Event, unless such instructions or directions are contrary to law, the provisions of this Agreement or the applicable Work Order. Unless otherwise expressly provided in a Work Order, each person providing Services in connection with the Event (a) shall perform the full number of hours of Services at the Event for which such person was engaged, and (b) shall be well-groomed and of neat appearance and shall be clothed in a dark suit (black or blue), conservative tie (for men) and a "G7 Worldwide." lapel pin (a "Pin"). Company shall provide Subcontractor with a sufficient number of Pins to ensure that Subcontractor shall be able to comply with the obligations set forth in the preceding sentence; provided, that the Pins (including, without limitation, the name, trademark and any other intellectual property thereon) shall remain the sole and exclusive property of Company, and Subcontractor shall reimburse Company for the cost of replacing any lost or damaged Pins. Within forty-eight (48) hours after completion of Services in connection with the Event, Subcontractor shall provide Company with a written notification setting forth the names of all security personnel who provided Services in connection with the Event and the name(s) of all of Customer's representative(s) with whom such security personnel worked at the Event.



Subcontractor Representations and Warranties. By executing this Agreement, Subcontractor represents, warrants, covenants and guarantees that Subcontractor and each person supplied by Subcontractor to perform Services hereunder (a) will conduct itself and perform the Services in a discreet and professional manner at all times; (b) will only be on the premises of the Event during the rendition of the Services and reasonable periods of time prior to and following the Event for preparation and set up and for providing all required Services; (c) will not violate or infringe upon any third party rights; (d) will not violate any applicable federal, state or local laws, rules or regulations in the performance of the Services; (e) will be unarmed at all times while on the premises of the Event, except as specifically provided in the Work Order; (f) will not use metal detection equipment on any person attending Event other than wands or as expressly set forth in any Work Order; (g) will conduct itself at all times in strict accordance with Company's written policies; and (h) will not install or display any signs at the Event unless approved by Customer.

Protection of Systems and Property. Subcontractor shall take all necessary precautions to protect each premises at which Services are rendered free from damages caused by the actions of Subcontractor or its employees, agents or affiliates. Subcontractor shall be liable for any loss of, or damage to, any such property that is caused by the actions or neglect of Subcontractor, its employees, agents or affiliates and shall indemnify and hold harmless Company and the Customers against any liability they may suffer or incur because of such actions or neglect.

Safety Precautions, Prevention and Procedures. Subcontractor shall at all times abide by Company's and Customer's instructions, in accordance with the Agreement, regarding safety and customer relations, and shall promptly submit to Company a written incident report in the form attached hereto as Schedule B (which is hereby incorporated by reference) setting forth the circumstances surrounding any injury to an employee, agent, affiliate or assignee of Subcontractor or to any other person or any damage to any property that occurred on the premises at which Services are rendered (including, without limitation, any attempted or actual piracy of a motion picture if the Services are for the purpose of preventing such piracy) within twenty-four (24) hours of the occurrence thereof.



Subcontractor assume full responsibility for any and all loss, damage, harm or injury (collectively, "Losses") to any person or property or to any employees, contractors or structures located within or without any location where the Event is held, provided that either Subcontractor or any of its employees, agents, affiliates or assignees (a) were responsible, or aided or assisted those who were responsible, for such Losses, or (b) failed to follow the instructions and/ or comply with Company's policies in connection with an Event and such failure resulted in such Losses at such Event.

Changes in the Services. Company, without invalidating this Agreement or any Work Order, may require Subcontractor to make changes in the Services as set forth in any Work Order with respect to any Customer, consisting of additions, deletions or other revisions, by providing written notice to Subcontractor of such change ("Change Order"). No changes in the Services as set forth in any Work Order shall be valid or binding against either party unless set forth in a Change Order signed by an authorized representative of Company.

Fees; Equipment. As full and complete payment for the Services requested under any Work Order, Company shall pay Subcontractor at the rate of \$20.00 for each hour of Services (pro-rated based on any quarter-hour portion thereof) actually performed by each individual in connection with any Event pursuant to the terms set forth in the applicable Work Order (the "Fees"), unless the Work Order expressly provides for a lower rate of compensation. The Fees include the cost of all labor, including any overtime work, supplies, tools and equipment necessary for completion of the Services at such Event. Unless otherwise specifically provided in the Work Order, Subcontractor shall provide, at its own expense, all personnel, tools, equipment, guarantees, permits, licenses, bonds, insurance policies and all other items necessary and/or required by Company or any Customer for the performance of this Agreement, including, without limitation, any metal detector wands and night vision goggles. Subcontractor shall also obtain, and pay for, all permits and governmental licenses and inspections necessary for rendition of the Services.



Correction of Nonconforming Services. If Company determines that any Services, or part thereof, do not conform with the applicable Work Order, Company shall promptly provide Subcontractor with notice and Subcontractor shall promptly correct such Services to conform to the terms of the Work Order, at Subcontractor's expense. If Subcontractor does not promptly undertake and proceed diligently to correct any nonconforming Services, Company may (a) declare Subcontractor's action to be a breach of this Agreement, (b) remove Subcontractor from the premises at which the Services are being rendered, (c) correct all nonconforming Services by whatever method Company deems expedient, or (d) take such other action permitted under this Agreement or by law, including without limitation termination of this Agreement. Company may also accept nonconforming Services without correction, and make a fair deduction from the Fees for such nonconforming Services from any payments thereafter due to Subcontractor, or if no further payments are due, collect such amounts from Subcontractor. Company shall provide Subcontractor with written notice of any deductions made with respect to any nonconforming Services.

Term; Termination. This Agreement shall commence as of the Effective Date and shall continue for a period of two (2) years thereafter, unless terminated earlier as permitted hereunder. Company shall have the right to terminate this Agreement and/or any Work Order (a) without cause on thirty (30) days prior written notice; (b) immediately, if Subcontractor breaches or is in default of any representation, warranty or obligation hereunder, and fails to cure the breach or default after three (3) days written notice (if curable); or (c) if a Customer terminates Company's engagement covered by this Agreement, Company shall have the right to terminate this Agreement and/or the applicable Work Order as to such Services effective upon Customer's termination. No termination of this Agreement shall constitute a waiver by either party of any other rights or remedies that such party may have against the other party. Provided that Subcontractor is not in breach or any representation, warranty or obligation hereunder or under any Work Order, upon any such termination, Subcontractor shall have the right to receive a pro rata portion of the Fees for all Services performed by Subcontractor and accepted by Company prior to such termination, subject to Company's right to offset any amounts owed by Subcontractor to Company hereunder. The following Sections shall survive any termination of this Agreement: the seventh sentence of Section 2; Section 3; the second sentence of Section 4; the last sentence of Section 5; Section 9; and Sections 13- 23.



Invoices. Subcontractor shall submit for Company's approval a written invoice (an "Invoice") to Company setting forth the aggregate Fees due in connection with the Event in accordance with the Work Order within ten (10) days after completion of Services for the applicable Event. **Company shall pay Subcontractor no later than thirty (30) days after it receives and approves the applicable Invoice.** Each Invoice submitted by Subcontractor to Company shall be accompanied by data supporting Subcontractor's right to payment as Company shall require, such as copies of employee time sheets.

Withholding Payments. Company may withhold payment of all or part of any Invoice for any of the following reasons: (a) defective Services not remedied by Subcontractor, if said defect is not cured within three (3) days after written notice (but only if curable), or (b) failure by Subcontractor to carry out the Services in accordance with this Agreement and/ or the applicable Work Order if such failure is not cured within three (3) days after written notice (but only if curable).

Offset. Company shall have the right to offset against Subcontractor, and to deduct from any payments due Subcontractor pursuant to this Agreement, all amounts incurred by Company as a result of (a) any failure by Subcontractor to comply with the terms of this Agreement and/or the applicable Work Order if said failure is not cured within three (3) days after written notice (but only if curable), or (b) any and all amounts paid or payable by Company with respect to any damages to any property or Customer's employees, guests or customers caused by the negligence or intentional acts of any of Subcontractor's employees, agents, affiliates or assignees.

Indemnification and Insurance. Subcontractor agrees to indemnify, defend and hold harmless Company, its shareholders, officers, directors, employees, affiliates, agents and Customers against all claims, liability, losses, damages and expenses (including reasonable outside attorneys' fees and expenses) or deficiencies resulting from, relating to, caused or created by the negligence or intentional acts of Subcontractor, or its employees, agents, affiliates or permitted assignees arising from the performance of Services or any breach of this Agreement by Subcontractor. Subcontractor shall maintain insurance, at Subcontractor's expense, and have Company listed as an additional insured, with one or more insurance companies pre-approved in writing by Company, in the following minimum amounts:



Workers' Compensation Statutory- Employers' Liability Limit-

\$1,000,000 or such additional amount as may be required by the law of the jurisdiction in which any employee rendering Services hereunder is employed.

Comprehensive General Liability Insurance (including coverage for owned and hired vehicle liability), not less than a \$2,000,000 combined single limit for Bodily Injury or Property Damage, or such additional amounts of Bodily Injury and/or Property Damage limits as may be required by the law of the jurisdiction in which any Services hereunder are to be rendered.

A certificate of insurance and executed endorsement to the respective policies shall be filed with Company prior to the scheduled commencement of Services. Subcontractor shall add all third parties as additional insureds to the above-referenced insurance policies as directed by Company (each, an "Additional Insured"), and shall cause each insurance carrier to waive insurer's right of subrogation with respect to each Additional Insured. All such policies shall provide that Company and each Additional Insured shall receive thirty (30) days prior written notice of the cancellation or modification of any such policy and that the coverage under such policy shall be primary and not secondary or contributory to the coverage provided by any other policy. If Subcontractor fails to maintain such insurance, Company may either terminate this Agreement or provide insurance and deduct the cost thereof from any amounts payable to Subcontractor hereunder.

Non-solicitation. From the date hereof through that date that is twelve (12) months following the later of: (i) the complete performance of Services at the Event and (ii) termination of this Agreement for any reason herein provided, Subcontractor shall not (a) accept, solicit (directly or indirectly) or assist any other person or entity to seek or solicit any business from any of Company's customers or request or advise any of Company's customers to withdraw, curtail or cancel its business dealings with Company; (b) either directly or indirectly, solicit for employment or independent contractor work, any individual or other entity that was, as of the Effective Date and for ninety (90) days after any Services performed by Subcontractor hereunder, an employee or contractor of Company and Subcontractor shall not encourage any such employee to leave the employment of, or such contractors to terminate its engagement by Company or any of Company's customers to terminate its engagement of Company; or (c) or commit any other act or assist others to commit any other act which might injure the business activities of Company during such period.

Independent Contractor Status. The parties mutually understand and agree that Subcontractor is and at all times shall remain an independent contractor in performing its obligations hereunder. Subcontractor and its employees and agents shall have no



authority to enter into any contract or commitment on behalf of Company. All employees of Subcontractor are and shall remain employees of Subcontractor, who shall prescribe the terms and conditions of their employment, and shall not under any circumstances be, or hold themselves out as being, employed by Company.

Confidentiality. Subcontractor acknowledges that any and all information obtained in connection with this Agreement is "Confidential and Proprietary Information," and Subcontractor shall not duplicate, use or disclose any such Confidential and Proprietary Information to any person, unless required to perform the Services hereunder or as specifically authorized in writing by Company. Subcontractor shall not use the name(s), trademark(s), or trade name(s) (whether registered or not) of Company or any Customer in



advertising or in any other manner, including customer lists, without securing the prior written approval of such party, which may be withheld in such party's sole discretion.

Notices. Due to the exigencies involved in connection with the performance of Services and other obligations hereunder, the parties agree to establish a direct communication system in order to notify one another of any Change Order, changes in Service requirements and/ or incidents of damage that may occur at or in connection with the Event. Any notice or other communication required to be made hereunder may be provided orally (unless required to be delivered in writing as set forth herein), provided that any verbal notice shall be followed-up with a writing not later than twenty-four (24) hours thereafter, to the address as first listed above (or such other addresses as the parties may from time to time designate). Notwithstanding the foregoing, all Invoices shall be in writing and shall be deemed made when personally delivered or when mailed by United States registered or certified mail, postage prepaid, return receipt requested, to the attention of Accounts Payable.

Binding Effect- No Assignment. This Agreement shall be binding and shall inure to the benefit of the parties hereto, and their respective heirs, legatees, personal representatives, successors and permitted assigns. Subcontractor shall not assign or subcontract the whole or any part of this Agreement without Company's prior written consent, provided that the foregoing shall not prohibit Subcontractor from engaging security personnel from its subsidiaries or affiliates to provide Services in connection with the Event, provided that Subcontractor has entered into a written agreement with such subsidiary or affiliate containing provisions not less stringent than those contained herein, including, without limitation, any insurance obligations herein.

Entire Agreement. This Agreement and Schedules A and B hereto constitute the entire agreement between the parties and supersedes all prior and previous contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties hereto. No alteration, modification, amendment or other change of this Agreement shall be binding on the parties unless in writing, executed by both parties.

Severability. If any provision of this Agreement is declared invalid, then such provision shall be deemed automatically adjusted to the minimum extent necessary to conform to the requirements for validity and the remaining provisions of this Agreement shall remain in effect.

Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York applicable to contracts entered into in New York



and to be fully performed therein, except as to its principles of conflicts of laws. The parties hereto agree that any action related to this Agreement shall be maintained solely in New York, New York, and the parties hereby irrevocably consent to the jurisdiction of the courts in said county.

Waiver. No term or provision hereof shall be deemed waived by Company and no breach excused by Company unless such waiver or consent shall be in writing, signed by an authorized representative of Company, including any failure or delay of Company to exercise any right or remedy. No payment made by Company shall be considered as acceptance of any such Services.

Accumulation of Remedies. All remedies available to Company for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts and each party's signature on at least one such counterpart will make this Agreement effective for the signing party. The parties affirm and agree that the signature of a party hereto conveyed by facsimile will be valid and binding as if it were an original signature.

Force Majeure. Neither party shall be liable for its failure to perform the covenants and obligations set forth herein by reason of fire, strike, war, insurrection, government restrictions, act of God, or other causes beyond its reasonable control ("Force Majeure Event"). The affected party will promptly notify the other party in writing of the Force Majeure Event, as soon as it is practicable to do so and shall use every reasonable effort to resume its performance as quickly as possible after the Force Majeure Event has passed or the facilities have been restored.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

TURNER SECURITY GROUP / G7 ("Company") _____ ("Subcontractor")

By: Anthony Turner

Its: President

By:

Its: