

TERMS AND CONDITIONS

1. **DEFINITIONS:** “**Contractors**” means contractors, subcontractors and/or vendors; “**Client**” means the party executing the document identified in the signature block hereinbelow as well as any affiliates and subsidiaries; “**Loss**” means all suits, claims, losses, damages and expenses (including, without limitation, penalties, fines, investigative costs, reasonable attorneys’ fees and costs of suit) arising from all events or circumstances related to or in connection with the same general condition; “**Mulligan**” means Mulligan Security Holdings LLC with a principal place of business at 7 Penn Plaza, Suite 200, New York, NY 10001; “**Premises**” are the location or locations at which Client desires Mulligan to perform the Services (as defined hereinbelow); “**Service Fee**” means the rates mutually agreed to by the parties for the assignment as defined in Section 4, or statement of work plus all applicable sales, use, local and/or other similar taxes; “**Services**” means armed or unarmed security guarding services to protect persons and property at one or more of Client’s sites. Such Services shall be provided by Mulligan utilizing armed or unarmed licensed security officers who are employees of Mulligan (“**Security Personnel**”); “**Site**” means all premises where Services are performed under this Agreement.
2. **PAYMENT:** Invoices are payable, without any setoff, to the remittance address on the invoice. Invoices are payable in United States Dollars (USD) within 30 days after the applicable invoice date. Client’s failure to pay any amount when due will be a material breach by Client. A late charge of 1.5% per month or the maximum applicable interest rate permitted by Requirements of Law, whichever is lower, will be added to balances not paid when due. Client must notify Mulligan in writing of any dispute regarding the amount of an invoice on or before payment is due otherwise all disputes will be deemed waived. Client will bear all costs associated with Mulligan receiving payments due for Services rendered under this Agreement. If Mulligan must institute suit or collection services to collect amounts owed to Mulligan, Client will pay Mulligan’s attorneys’ fees and other costs of suit or collection. In the event of payment delay, Mulligan may suspend the performance of Services upon 10 days’ prior written notice. Suspension will not release Client from any of its obligations under this Agreement. In case of non-payment based on Client liquidity problems, Mulligan may condition continued performance on immediate or advance cash payment, at Mulligan’s sole discretion, for Services rendered (invoiced or not) or to be rendered. Rates do not include coverage for Force Majeure Events (as defined in Section 7). Also, the premium (OT) rates will apply to the following: services performed in excess of forty (40) hours if additional hours for specific Security Personnel are made by special request by Client; and work on New Year’s Day, Martin Luther King Jr. Day, Presidents’ Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Black Friday, Thanksgiving Day, Christmas Eve, Christmas Day and New Year’s Eve.
3. **TERM & TERMINATION:** This Agreement will commence upon the effective date and continue until terminated by either party; any Services provided before the effective date are subject to this Agreement. Client may cancel any Assignment under this Agreement upon written notice to Mulligan; provided, however, that if Client cancels requested Service for Security Personnel upon less than twenty-four (24) hours before any such Security Personnel is scheduled to arrive at the site specified by the Client, Client agrees that it shall immediately pay a cancellation charge equal to four (4) hours of fees related to each such Security Personnel. Either party may terminate this Agreement at any time, without cause or penalty, upon 15 days’ prior written notice to the other party. Either party may also terminate this Agreement for Good Cause upon 5 days’ prior written notice to the other party. “**Good Cause**” for Mulligan will include, without limitation, the following: (a) any material or persistent minor breach by Client of this Agreement; (b) cancellation of or material change to any of Mulligan’s insurance coverage relevant to this Agreement; (c) a change in applicable laws or regulations that has a material effect on, or causes a material change to, the Services; or (d) if Client (i) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership, (ii) is insolvent, unable to pay its debts as they become due, or makes an assignment to or for the benefit of its creditors, or (iii) ceases to conduct business for any reason on an on-going basis leaving no successor in interest. “**Good Cause**” for Client will include Mulligan’s material breach any of the provisions hereof or the Assignment, which breach shall continue for a period of fifteen (15) days after written notice to Mulligan and a failure to cure. Upon termination of this Agreement or any Assignment hereunder, Client will be responsible for payment for all Services rendered through the termination date.
4. **SCOPE OF SERVICES; SECURITY PERSONNEL:** (a) Mulligan will only provide Services specified in this Agreement or a written assignment or a statement of work as agreed to by the parties from time to time hereafter (the “**SOW**”), which documents are hereby incorporated into this Agreement. Mulligan will not be obligated to perform, and will bear no responsibility for, any Services or duties performed that are not expressly specified in this Agreement or in the SOW. Mulligan does not accept overall responsibility for security at the Site, and Mulligan is not engaged as a security consultant. Client acknowledges and agrees that Mulligan shall have the right to use Contractors to provide the Services.
 - (b) Mulligan is an independent contractor, and nothing in this Agreement creates a partnership or relationship of principal/agent or employer/employee.
 - (c) Notwithstanding anything in this Agreement to the contrary, Client acknowledges and agrees that (i) Mulligan shall have the right to subcontract with third parties to provide the Services in accordance with the SOW and (ii) all of Mulligan’s subcontractors’ Security Personnel provided through the Services are agents and employees of Mulligan’s subcontractors and are not the agents or employees of either party. If Client is not reasonably satisfied with any such subcontractor, Client shall notify Mulligan of such dissatisfaction in writing and the parties shall coordinate reasonably in replacing such subcontractor to the extent that a suitable replacement subcontractor is available at rates substantially similar to the rates of the original subcontractor; provided, however, both parties agree that such removal and replacement shall not be based in whole or in part on any reason which would result in a violation of anti-discrimination or equal employment opportunity laws by either party. No subcontracting shall release Mulligan from its responsibility for its obligations under this Agreement or the SOW. Mulligan shall be responsible for the work and activities of each of Mulligan’s agents, including compliance with the terms of this Agreement and the SOW.
 - (d) Client may reasonably disapprove of any Security Personnel that have been assigned by Mulligan to perform Services at one or more of Client’s facilities or property, and Mulligan shall as promptly as reasonably practicable, upon receipt of written notice from Client, which written notice shall specify the basis for such disapproval, replace such Security Personnel; provided, however, both parties agree that such removal shall not be based in whole or in part on any reason which would result in a violation of anti-discrimination or equal employment opportunity laws by either party. Each of the Security Personnel used to perform the Services shall be either an employee or independent contractor of Mulligan or in the employ of a subcontractor contracted directly to Mulligan.
 - (e) Access: For any Services to be rendered by Mulligan at any of the Premises, Client shall provide Security Personnel with (a) a reasonably suitable and adequate work environment, including space for work and all equipment and supplies required for performance of the Services, (b) access to and use of Client’s facilities and relevant Client information as reasonably necessary, including software, hardware and documentation, (c) PC workstations, including access to, use of and maintenance of hardware or software, and servicing of problems that would affect the performance of Services as needed to perform the Services. Client may at any time, in its sole discretion, restrict Mulligan and any Security Personnel from access to and use of any part of Client’s facilities or the Premises that Client considers sensitive to its business or operations.
 - (f) *Covenant Not to Hire.* Client agrees that without Mulligan’s written consent it will not, during the Term and for a period of one (1) year after the termination or expiration of this Agreement, (a) solicit, cause or encourage any employee of Mulligan or any of its affiliates to terminate their employment with Mulligan or such affiliate or (ii) directly or indirectly hire or engage or attempt to hire or engage any individual who is an employee (including uniformed security guards), subcontractor or consultant of Mulligan or any of its affiliates. If Client should hire any such employee, subcontractor or consultant of Mulligan or any of its affiliates during the aforementioned period, then Client shall pay a fee of \$5,000 to Mulligan within thirty (30) days of each such hiring.
5. **LIABILITY LIMITATION; INDEMNIFICATION:** (a) THE SERVICE FEE IS BASED UPON THE VALUE OF SERVICES PROVIDED, NOT THE VALUE OF THE INTERESTS OR PROPERTY PROTECTED. ACCORDINGLY, MULLIGAN MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE SERVICES WILL PRODUCE A RESULT OR PREVENT ANY LOSS OR DAMAGE. CLIENT AGREES THAT THE LIMITATIONS OF LIABILITY AND CLIENT’S DEFENSE OR INDEMNITY OBLIGATIONS IN SECTIONS 5(C)-5(E) APPLY REGARDLESS OF WHETHER THE LOSS IS ALLEGED TO ARISE, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM THE NEGLIGENCE (ACTIVE OR PASSIVE) OR MISCONDUCT OF MULLIGAN, ITS EMPLOYEES OR AGENTS, INCLUDING THAT RELATED TO THE HIRING, TRAINING, SUPERVISION OR RETENTION OF MULLIGAN’S EMPLOYEES OR AGENTS, AND SECTIONS 5(C)-5(E) APPLY IN FAVOR OF MULLIGAN’ CONTRACTORS.
 - (b) MULLIGAN WILL DEFEND AND INDEMNIFY CLIENT AGAINST ANY LOSS ARISING FROM THE SERVICES ONLY TO THE EXTENT THE LOSS IS CAUSED BY THE GROSS NEGLIGENCE OF MULLIGAN, ITS EMPLOYEES OR AGENTS WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES AND AUTHORITY. CLIENT WILL DEFEND AND INDEMNIFY MULLIGAN AGAINST ANY LOSS IN CONNECTION WITH THIS AGREEMENT ONLY TO THE EXTENT THE LOSS IS CAUSED BY

THE GROSS NEGLIGENCE OF CLIENT, ITS EMPLOYEES OR AGENTS. NOTWITHSTANDING SECTION 5(B), IN NO EVENT WILL THE TOTAL LIABILITY OF MULLIGAN AND ITS INSURERS FOR ANY LOSS EXCEED \$100,000.

(c) NOTWITHSTANDING SECTION 5(B), CLIENT WILL DEFEND AND INDEMNIFY MULLIGAN AGAINST ANY LOSS TO THE EXTENT THE LOSS EXCEEDS \$1,000.

(d) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL MULLIGAN OR ITS INSURERS BE LIABLE FOR ANY (I) ENVIRONMENTAL LOSS, (II) PUNITIVE, SPECIAL, EXEMPLARY, LIQUIDATED, INDIRECT, OR CONSEQUENTIAL LOSS (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR BUSINESS), (III) VIOLENT OR ARMED ACTION, OR HI-JACKING, (IV) LOSS ARISING FROM ANY REMOTE OR ON-SITE CYBER ACTIVITY OR EVENT, (V) INJURIES OR DEATHS ARISING FROM ANY CONDITIONS OF THE SITE, OR (VI) LOSS ARISING FROM OR RELATED TO ANY CIRCUMSTANCE BEYOND MULLIGAN'S REASONABLE CONTROL (INCLUDING, WITHOUT LIMITATION, ANY FAILURE ON THE PART OF MULLIGAN'S CONTRACTORS, ANY ACT OF GOD OR WAR, ETC.).

(e) WRITTEN NOTICE OF ANY LOSS ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE RECEIVED BY MULLIGAN WITHIN 30 DAYS FOLLOWING THE DATE OF THE OCCURRENCE GIVING RISE TO SUCH LOSS. NO ACTION TO RECOVER ANY LOSS WILL BE INSTITUTED OR MAINTAINED AGAINST MULLIGAN UNLESS SUCH NOTICE IS RECEIVED BY MULLIGAN. NO ACTION TO RECOVER ANY LOSS WILL BE INSTITUTED OR MAINTAINED AGAINST MULLIGAN UNLESS THE ACTION IS INSTITUTED NO LATER THAN 12 MONTHS FOLLOWING THE DATE OF THE OCCURRENCE FROM WHICH THE LOSS ARISES.

(f) SERVICES ARE ONLY FOR THE BENEFIT OF CLIENT; NEITHER THIS AGREEMENT NOR ANY SERVICES CONFER RIGHTS ON ANY OTHER PARTY AS A THIRD-PARTY BENEFICIARY.

6. **INSURANCE:** Mulligan will maintain (a) Comprehensive General and Professional Liability Insurance policy in an aggregate amount of not less than \$2,000,000, (b) excess/umbrella General and Professional liability insurance policy of \$5,000,000, and (c) Workers' Compensation Insurance policy at statutory limits. It is agreed and understood by Client that Mulligan is not an insurer of the property or persons being guarded by the Security Personnel. Accordingly, Mulligan makes no representation, express or implied, that its Services will prevent occurrences or their consequences that result in loss of or damage to property.

7. **FORCE MAJEURE:** Neither party (the "Impacted Party") shall be liable to the other party for delay or failure to perform the Impacted Party's obligations hereunder (other than the obligation to pay fees or other amounts when due) due to any causes or events beyond the Impacted Party's reasonable control including, without limitation, (a) acts of God, (b) flood, fire or explosion, (c) war, invasion, riot or other civil unrest, (d) governmental order or law, (e) actions, embargoes or blockades in effect on or after the date of this Agreement, (f) action by any governmental authority, (g) national or regional emergency, (h) threatened or imminent strikes, labor stoppages or slowdowns or other industrial disturbances, (i) shortage of adequate power or transportation facilities, (j) epidemic, pandemics (including Covid-19) or other public health emergencies, and (k) threats or terrorist attacks (each, a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the Impacted Party shall provide prompt written notice to the other party of the Force Majeure Event, including an estimate of the expected duration of such Force Majeure Event.

8. **SEVERABILITY:** If any provision of this Agreement is held to be unenforceable, it will be modified to be enforceable to the maximum extent permitted under applicable law; all other terms will remain in full force. If the unenforceable provision cannot be so modified, it will be excluded from this Agreement; all other terms of this Agreement will remain in full force.

9. **PRECEDENCE:** In the event that the different parts of this Agreement are conflicting, the written documents forming part of this Agreement will prevail in the following order: (i) this Agreement; (ii) the SOW; and (iii) any other written documentation attached hereto.

10. **NOTICES:** All official notices will be in writing and made by overnight mail or certified mail, addressed to the other party at its address set forth in the opening header of this Agreement, in the signature lines of this Agreement or at such other address as the other party may have designated in writing to the other Party.

11. **ASSIGNMENT:** Except as set forth in this Agreement, neither party may transfer, assign or otherwise convey any rights or delegate any duties or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned or

delayed. Notwithstanding the foregoing, Mulligan may, without the written consent of Client, subcontract, transfer, assign or otherwise convey (a) its rights or delegate its duties or obligations under this Agreement, in whole or in part, to any subsidiary or affiliate company of Mulligan or (b) its rights and obligations under this Agreement to a third party in conjunction with the transfer, sale or other disposal of all or substantially all of Mulligan's business operations to which this Agreement relates (whether by way of merger, consolidation, change in control or otherwise). This Agreement shall be fully binding on the parties and their permitted assigns and successors in interest. Any attempted transfer, assignment or conveyance in violation of this provision shall be void and of no effect.

12. **LAW & JURISDICTION:** This Agreement will be governed by the law of the State of New York. The parties hereby submit to the jurisdiction of the courts of the State of New York. All terms in this Agreement are only intended to apply to the maximum extent permitted by applicable law.

13. **ENTIRE AGREEMENT:** This Agreement, and anything attached to or incorporated into it, constitutes the entire agreement between the parties. Any representations, promises or agreements not embodied in this Agreement will not be enforceable. No Client contracts, purchase orders, work orders, or similar documents, regardless of when dated, will modify this Agreement. All changes to this Agreement will only be binding on a party if approved in writing by an authorized representative of that party.

AGREED AND ACKNOWLEDGED:

CLIENT:

By: _____

Name: _____

Title: _____

Effective Date/Date Signed: _____

Client Address:
