

MASTER INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into as of the Effective Date (defined below) by and between:

- _____, a security services provider, with a principal place of business at _____ ("Company"), and
- Aegis Executive Transport, LLC, a Maryland-based service provider, owned and operated by Patrick Smith, with a principal place of business at 1003 Deer Hollow Drive, Mount Airy MD 21771 ("Contractor").

The Company and Contractor may be referred to individually as a "Party" and collectively as the "Parties."

1. TERM & TERMINATION

1.1 Term

This Agreement shall commence on _____ ("Effective Date") and remain in effect until terminated by either Party.

1.2 Termination

Either Party may terminate this Agreement with seven (7) days' written notice, except that the Company may immediately terminate this Agreement for:

- Contractor's gross negligence, willful misconduct, or violation of applicable laws.
- Failure to maintain required licenses, certifications, or insurance.
- Breach of confidentiality or security protocols.

Upon termination, the Company agrees to compensate Contractor for all completed services up to the date of termination.

2. SERVICES & DUTIES

2.1 Scope of Work

Contractor shall provide professional executive protection (EP), secure transportation, and related security services as assigned by the Company, which may include:

- Close protection of clients (CEOs, dignitaries, high-net-worth individuals, etc.).
- Secure transport in designated vehicles.
- Threat assessment & risk mitigation.
- Venue & advance security planning.
- Counter-surveillance & evasive driving (as required).

Contractor shall provide services in accordance with industry best practices, federal and applicable state laws, and Company security protocols.

2.2 Independent Work Status. Contractor is not an employee of the Company. Contractor shall have sole discretion over the manner and methods of service execution so long as services align with Company guidelines and contractual obligations.

3. COMPENSATION & EXPENSES

3.1 Payment Terms

The Company shall compensate Contractor as proscribed in individual executive protection job assignment work orders.

3.2 Reimbursable Expenses

The Company shall reimburse Contractor for pre-approved expenses, including but not limited to:

- Travel, lodging, and per diem (as per agreed-upon terms).
 - Fuel, tolls, parking fees (if using a personal or company-provided vehicle).
 - Specialized equipment rentals or protective gear required for an assignment.
- Contractor must submit receipts and an itemized expense report within five (5) business days of service completion to receive reimbursement.

4. LICENSING, CERTIFICATIONS, & INSURANCE

4.1 Contractor Responsibilities

Contractor shall maintain:

- Valid applicable Security License(s) and applicable permits for armed or unarmed services.
- Professional Liability Insurance with coverage of no less than \$1,000,000 per occurrence.
- Driver's License & Clean Driving Record if performing secure transport services.
- Compliance with all federal, state, and local laws governing EP operations.

Failure to maintain the required licenses and insurance may result in immediate termination of this Agreement.

4.2 Company Responsibilities

The Company shall ensure:

- Contractor is provided with clear operational instructions, mission briefs, and risk assessments before each assignment.
- All necessary access credentials, clearances, or client authorizations are secured.

5. INDEMNIFICATION & LIABILITY

5.1 Indemnification by Contractor. Contractor agrees to indemnify, defend, and hold harmless the Company, its employees, officers, and clients from any claims, damages, losses, or liabilities arising from:

- Contractor's negligence, misconduct, or violation of applicable laws.
- Third-party injuries or property damage resulting from Contractor's failure to follow industry-standard security protocols.

5.2 Indemnification by Company

The Company agrees to indemnify, defend, and hold harmless the Contractor from any claims, lawsuits, or damages arising from:

- The Company's misrepresentation of service expectations, working conditions, or client engagements.
- Any third-party claims related to the actions of Company employees or subcontractors outside of the Contractor's control.

5.3 Limitation of Liability

To the fullest extent permitted by Maryland law, neither Party shall be liable for:

- Incidental, indirect, or consequential damages (e.g., lost wages, reputational harm, business losses).
- Any injuries, death, or damages resulting from third-party criminal acts, terrorism, or force majeure events.
- Any vehicular accidents unless caused by gross negligence or reckless conduct.

6. CONFIDENTIALITY & NON-DISCLOSURE

6.1 Confidentiality Obligation

Contractor acknowledges that EP operations involve sensitive client information, including but not limited to:

- Client names, locations, schedules, and travel itineraries.
- Threat assessments & risk mitigation plans.
- Security measures, operational tactics, and response protocols.

Contractor agrees to not disclose, share, or use any confidential information for personal or third-party gain.

6.2 Non-Compete & Non-Solicitation

- Contractor shall not solicit or accept direct employment from a client introduced by the Company for a period of one (1) year after the last service provided under this Agreement.
- Contractor shall not disclose trade secrets or proprietary operational methodologies learned during assignments.

Violations of this section shall result in legal action for damages and injunctive relief.

7. GENERAL PROVISIONS

7.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

7.2 Dispute Resolution

Any disputes arising under this Agreement shall be resolved through binding arbitration in Baltimore, Maryland.

7.3 Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings.

SIGNATURES

Company Representative:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Contractor (Aegis Executive Transport, LLC):

Signature: _____

Printed Name: Patrick Smith

Title: Owner / Executive Protection Specialist

Date: _____