

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated this _____ day of _____, _____.

CLIENT

SEC OPS RED LLC.

111 N Orange Ave, Orlando, FL 32801,
USA

(the "Client")

10-99 FREELANCER-CONTRACTOR

(the "Contractor")

BACKGROUND

- A. The Client is of the opinion that the 10-99 FREELANCER-CONTRACTOR has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The 10-99 FREELANCER-CONTRACTOR is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the 10-99 FREELANCER-CONTRACTOR (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - As a 10-99 FREELANCER-CONTRACTOR, Protective Services Officer, doing security services, through and for the Client..
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 14 days' written notice to the other Party.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

7. The 10-99 FREELANCER-CONTRACTOR will charge the Client for the Services at the rate of \$23.00 per hour (the "Compensation").
8. The 10-99 FREELANCER-CONTRACTOR will invoice the Client every two weeks via time sheets.
9. Invoices/time sheets submitted by the 10-99 FREELANCER-CONTRACTOR to the Client are due within five days of receipt, after settling into the pay schedule from the initial start. This will take 15 days.
10. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the 10-99 FREELANCER-CONTRACTOR will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the 10-99 FREELANCER-CONTRACTOR.
11. The above Compensation includes all applicable sales tax and duties as required by law.

REIMBURSEMENT OF EXPENSES

12. The 10-99 FREELANCER-CONTRACTOR will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
13. All expenses must be pre-approved by the Client, to be considered as a legit expense.

CONFIDENTIALITY

14. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

15. The 10-99 FREELANCER-CONTRACTOR agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the 10-99 FREELANCER-CONTRACTOR has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
16. All written and oral information and material disclosed or provided by the Client to the 10-99 FREELANCER-CONTRACTOR under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the 10-99 FREELANCER-CONTRACTOR.

OWNERSHIP OF INTELLECTUAL PROPERTY

17. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the 10-99 FREELANCER-CONTRACTOR. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
18. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the 10-99 FREELANCER-CONTRACTOR.

RETURN OF PROPERTY

19. Upon the expiration or termination of this Agreement, the 10-99 FREELANCER-CONTRACTOR will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.
20. In the event that this Agreement is terminated by the Client prior to completion of the Services the 10-99 FREELANCER-CONTRACTOR will be entitled to recovery from the site or premises where the Services were carried out, of any materials or equipment which is the property of the 10-99 FREELANCER-CONTRACTOR or, where agreed between the Parties, to compensation in lieu of recovery.

CAPACITY/INDEPENDENT CONTRACTOR

21. In providing the Services under this Agreement it is expressly agreed that the 10-99 FREELANCER-CONTRACTOR is acting as an independent 10-99 FREELANCER-CONTRACTOR and not as an employee. The 10-99 FREELANCER-CONTRACTOR and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the 10-99 FREELANCER-CONTRACTOR during the Term. The 10-99 FREELANCER-CONTRACTOR is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the 10-99 FREELANCER-CONTRACTOR under this Agreement.

RIGHT OF SUBSTITUTION

- 22.** Except as otherwise provided in this Agreement, the 10-99 FREELANCER-CONTRACTOR may not, at the 10-99 FREELANCER-CONTRACTOR's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the such Services.
- 23.** Contractor hires a sub-contractor:
- the 10-99 FREELANCER-CONTRACTOR is not authorized in recruiting or hiring any party to work for the Client.
 - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the 10-99 FREELANCER-CONTRACTOR.

AUTONOMY

- 24.** Except as otherwise provided in this Agreement, the 10-99 FREELANCER-CONTRACTOR will not have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The 10-99 FREELANCER-CONTRACTOR will not work autonomously and will work at the direction of the Client. The 10-99 FREELANCER-CONTRACTOR will be responsive to the reasonable needs and concerns of the Client at all times.

EQUIPMENT

- 25.** Except as otherwise provided in this Agreement, the 10-99 FREELANCER-CONTRACTOR will provide at the 10-99 FREELANCER-CONTRACTOR's own expense, any and all duty equipment and workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement. All duty items must be pre approved by Management.

NO EXCLUSIVITY

- 26.** The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

- 27.** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
- SEC OPS RED LLC.
111 N Orange Ave, Orlando, FL 32801, USA
 - _____

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

- 28.** Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

ADDITIONAL CLAUSES

- 29.** SEC OPS RED LLC., will provide professional Protective Services opportunities to 10-99 FREELANCER-CONTRACTOR who pre register. To do many types of security breached jobs of all sizes, as they come in. Many of our experienced security will come from non SEC OPS RED LLC. background, it is on you, the 10-99 FREELANCER-CONTRACTOR, to have a background in Police and or Military. If you do not, this means that you must be SEC OPS RED LIFETIME CERTIFIED, that ensures the safety and security of our Clients and their staff. The entire course is \$80.00, that the 10-99 FREELANCER-CONTRACTOR agrees to pay and enroll in the SEC OPS RED PROTECTION ACADEMY LLC., IN ORDER TO BE CERTIFIED. It is a mandatory certification, if you are not a verifiable Veteran or Police Officer who have served for at least 3 years in full-time service and left under honorable status. On top of that, you must have valid "D" and "G" licenses from the state of Florida. Our pay is highly competitive and our claims to great service must be forged from great training.
- 30.** The 10-99 FREELANCER-CONTRACTOR must provide a clean drivers record in his or her name, as it appears on their drivers license, a doctor's physical, that is not older than 3 months; that shows that the 10-99 FREELANCER-CONTRACTOR is fit enough to carry a duty weapon, while on duty and must submit the proper credentials to prove citizenship. The 10-99 FREELANCER-CONTRACTOR must provide their own weapon and that weapon must be of the caliber of the weapon that was used in the 10-99 FREELANCER-CONTRACTOR's G qualifications. The weapon must be legal and registered according to city, state and federal laws. The 10-99 FREELANCER-CONTRACTOR is not authorized to carry any weapon while on duty, that is not authorized by the Company.
- 31.** The 10-99 FREELANCER-CONTRACTOR will provide Protective Services to what ever position is offered to them and they except. The 10-99 FREELANCER-CONTRACTOR agrees to operate

under all rules, regulations, post orders, policies and under any orders provided by SEC OPS RED LLC. 10-99 FREELANCER-CONTRACTOR HAND & POCKET BOOKLET.

32. The 10-99 FREELANCER-CONTRACTOR may need to carry an insurance that covers them for no less than \$300,000.00 in liability for some of our sites. The 10-99 FREELANCER-CONTRACTOR must have a valid drivers license.

MODIFICATION OF AGREEMENT

33. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

34. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

35. The 10-99 FREELANCER-CONTRACTOR will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

36. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

37. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

38. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

39. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

40. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

SEVERABILITY

- 41.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

- 42.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

SEC OPS RED LLC.

Per: _____ (Seal)

Officer's Name: _____

(10-99
FREELANCER-CONTRACTOR)