

ARMED SECURITY GUARD EMPLOYMENT AGREEMENT

PRIVATEER SECURITY FORCES, L.L.C.

This Employment Agreement ("Agreement") is entered into by and between **Privateer Security Forces, L.L.C.** an Arizona corporation ("Company"), and _____ ("Employee").

POSITION AND DUTIES

Employee is hired to perform the duties and responsibilities of a Privateer, which include but are not limited to the following:

- Providing traditional and specialty physical security solutions in accordance with the laws and regulations of the state of Arizona and any other applicable jurisdictions.
- Conducting foot and vehicle patrols to prevent and detect signs of intrusion and ensure security of doors, windows, and gates, in accordance with industry best practices and the company's policies and procedures.
- Responding to alarms and calls for assistance in a timely and appropriate manner, and in accordance with the company's policies and procedures.
- Using specialized equipment such as tasers, handcuffs, and OC spray only when necessary and in accordance with the laws and regulations of the state of Arizona and any other applicable jurisdictions.
- Making arrests, when necessary, at the sole discretion of the Privateer based on the facts as a reasonable person would believe them to be at the time, and in accordance with the laws and regulations of the state of Arizona and any other applicable jurisdictions.
- Maintaining accurate records and reports of incidents and activities, and submitting such records and reports to the company as required by the company's policies and procedures.
- Using and maintaining company-issued equipment, including firearms if issued, in accordance with the laws and regulations of the state of Arizona and any other applicable jurisdictions, and in accordance with the company's policies and procedures.

Employee acknowledges that failure to perform any of these duties and responsibilities in accordance with the laws, regulations, and policies of the state of Arizona and any other applicable jurisdictions, or the company's policies and procedures, may result in disciplinary action, up to and including termination of employment.

RESPONSIBILITIES

Employee is responsible for the following:

- Maintaining a high level of professionalism and ethical conduct at all times.
- Using and maintaining company-issued equipment, including but not limited to: headgear or ballistic helmet, eye protection or vision enhancement devices, audio enhancement or noise cancelling devices and hearing protection, gaiters, uniform shirts, undershirts, patches to include arm patches, Security Identification patches, name tapes, company ID patches and moral patches, a badge, body armor and/or armor skin carrier, battery pack, charging cables, a HALO body cam, a network-enabled PTTTOC radio, a taser, handcuffs, OC spray, glow sticks, a baton, a firearm and magazines, non-lethal incapacitation devices, OC/CS grenades, and duty belts and assorted holsters and scabbards.
- Storing and using firearms according to state and federal laws and gun safety guidelines and using the firearm only in the execution of official duties as a Privateer.
- Conducting security and patrol duties as assigned, which may include but are not limited to: responding to emergency situations, conducting patrols of client properties, providing physical security services, and engaging in Special Tactics and Operations (STOP) team operations.

- Driving patrol cars responsibly and safely and being financially responsible for any damage or incidents not covered by the Company insurance due to the Employee's negligence.
- Providing excellent customer service to clients and their guests or customers.
- Making arrests only at the sole discretion of the Privateer based on the facts as a reasonable person would believe them to be at the time and accepting all legal consequences resulting from arrests as the sole responsibility of the Privateer.
- Participating in required training and maintaining all necessary licenses and certifications.
- Adhering to all company policies and procedures, as well as state and federal laws and regulations.
- Performing any other duties as assigned by the company.

ACKNOWLEDGEMENT AND HOLD HARMLESS

The Privateer acknowledges that the job duties and responsibilities of a Privateer involve inherent risks and dangers, including but not limited to physical harm, injury, and loss of life. The Privateer voluntarily accepts these risks and assumes all responsibility for his/her actions in the course of performing his/her job duties and responsibilities.

The Privateer further acknowledges and agrees that the Company shall not be held liable for any injury or loss of life sustained in the line of duty, unless such injury or loss of life is caused solely by the Company's gross negligence or intentional misconduct.

The Privateer agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, and expenses arising out of or in connection with any injury or loss of life sustained by the Privateer or any third party as a result of the Privateer's actions or omissions in the course of performing his/her job duties and responsibilities as a Privateer.

The Privateer acknowledges that he/she has read and understands this clause, and that he/she is voluntarily accepting the risks and assuming the responsibilities set forth herein.

RISKS AND LIABILITY

The Privateer acknowledges and agrees that performing the duties and responsibilities of a Privateer involves inherent risks and may result in personal injury, loss of life, and legal issues, including but not limited to arrest and prosecution. The Privateer further acknowledges and agrees that they assume all such risks associated with their employment, and hereby release, indemnify, and hold the Company and its officers, directors, employees, and agents harmless from any claims, demands, or liability arising out of or related to any such injury, loss, or legal issues incurred while performing the duties of a Privateer. The Privateer acknowledges that they have read and understood the risks associated with their employment, and that they assume these risks voluntarily and with full knowledge of their consequences.

COMPENSATION

This is a position that pays on an hourly basis. The Employee's base hourly wage is \$21.00 per hour. The hourly rate may increase with rank promotions at the discretion of the Employer. Payments will be made twice a month, on the 5th and 20th of each month, subject to applicable taxes and withholdings. The Employer reserves the right to adjust the Employee's compensation rate at any time, with reasonable notice to the Employee. In the event that the Company experiences cash flow problems that result in delayed payment to the Employee, the Company shall provide written notice to the Employee of the delayed payment and the expected date of payment. The Employee acknowledges that the Company's ability to pay in a timely manner is contingent upon its cash flow, and that the Company will make reasonable efforts to ensure timely payment to the Employee. The Employee further acknowledges that any delay in payment does not constitute a breach of this Agreement by the Company, provided that the Company provides notice to the Employee and makes payment in accordance with the revised schedule.

TIMEKEEPING AND DEADLINE RESPONSIBILITY

Privateers are solely responsible for accurately logging their work hours in the Company's timekeeping system. The Company may, at its own discretion and as a courtesy, remind Privateers to log their hours; however, it is the Privateer's responsibility to ensure their hours are accurately recorded and submitted on time. Failure to accurately and timely log work hours may result in delayed or incorrect paychecks, and the Company shall not be held liable for any resulting damages or losses. Privateers who fail to comply with the Company's timekeeping policies may be subject to disciplinary action, up to and including termination of employment.

REDUCTION OF HOURS

The Company acknowledges that there may be occasions when it does not have sufficient work available to maintain full-time status for all Privateers. In the event of such circumstances, the Company may reduce the hours of Privateers. The Company shall make reasonable efforts to provide Privateers with advance notice of such reductions in hours. In the event that hours are reduced, Privateers will not lose their employment status or benefits eligibility during the period of reduction. Privateers will remain employed by the Company, and their benefits will continue to accrue based on their status prior to the reduction of hours. The Company will make reasonable efforts to provide Privateers with additional work hours when available.

SECONDARY EMPLOYMENT

Employees agree not to engage in any other full-time employment or business that interferes with their ability to perform their duties and responsibilities as a Privateer for the Company. In the event that Employee engages in such secondary employment, the Company reserves the right to terminate this Agreement immediately. However, Employee may engage in part-time or occasional employment or business activities, as long as such activities do not interfere with their ability to perform their duties and responsibilities as a Privateer for the Company. Employees must disclose all secondary employment to the Company in writing and obtain written approval from the Company before engaging in such employment.

Exemption for Military Service: Privateers who are called to active duty with the military are exempt from the restriction on outside employment during their military service. However, upon completion of military service, the Privateer must immediately notify the Company and comply with the policy regarding outside employment.

BENEFITS

Employee is eligible for the following benefits after 90 days of continuous full-time employment with the Company:

- **Paid Time Off (PTO):** Employee shall accrue PTO at a base rate of 0.0583 hours for every hour worked. PTO accrual will be pro-rated based on hours worked for part-time employees. PTO shall be taken with advance notice and approval from the Employee's supervisor. Unused PTO will carry over to the following year, but shall not exceed a maximum of 80 hours. Upon separation from employment, any unused PTO will be paid out to the Employee.
- **Sick Time:** Employee shall be entitled to sick time as required by Arizona statute.
- **Health, Dental, and Vision Insurance:** The Company offers health, dental, and vision insurance to eligible Employees. The premium costs of such insurance shall be shared by the Employee and the Company. The Employee shall be responsible for any additional costs related to dependents or family coverage.
- **Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance:** The Company offers life insurance and AD&D insurance to eligible Employees. The premiums for such insurance shall be paid by the Company. The coverage amount shall be determined by the Company.

Any benefits offered by the Company are subject to change at the Company's discretion.

BENEFITS COMPANY CHANGE

The Company reserves the right to change benefit plan providers or to modify benefits offered at any time without notice, provided that such changes do not materially affect the rights of any affected Employee. Any such changes will be effective on the date specified by the Company, and Employees will be notified of such changes as soon as reasonably possible. The Employee acknowledges and agrees that the Company has no obligation to maintain any particular benefits plan or provider, and that any such changes will not be a basis for any claim by the Employee against the Company.

MATERNITY LEAVE

In the event of the birth of the Employee's child, the Employee shall be entitled to a maternity leave of up to 12 weeks with pay, which may be taken all at once or intermittently, at the Employee's discretion. The Employee may be required to provide medical certification of the pregnancy and expected delivery date. The Employee shall be entitled to use any accrued paid time off during the maternity leave period. If

the Employee has not accrued sufficient paid time off, the Company may allow the Employee to take unpaid leave. Upon expiration of the maternity leave, the Employee shall have the right to return to the same or a similar position, without loss of seniority or other benefits. This leave is subject to all terms, conditions, and requirements of the Family and Medical Leave Act (FMLA) and applicable state laws.

TERMINATION OF EMPLOYMENT

In the event of termination of employment, the Privateer shall not be entitled to any payment for unused PTO or any other bonus, incentive or other forms of compensation not explicitly required by law. In the event of a voluntary resignation, the Company may, at its sole discretion, pay out any unused PTO or other compensation. The Company shall not be required to pay out any compensation unless it is required by law. All decisions regarding payment of compensation shall be made solely by the Company, and shall be final and binding. The Privateer acknowledges and agrees that the foregoing provisions are reasonable and necessary to protect the legitimate business interests of the Company.

PRIVATEER SALES AND ACCOUNT REPRESENTATION

The Company offers Privateers the opportunity to participate in sales and account management activities. Should a Privateer directly contribute to securing a new client, they shall assume the role of account representative and site supervisor for that client's site, subject to the following conditions:

A. When the Privateer negotiates an hourly rate for their services at or above the Company's minimum rate of \$35 per hour, and provided there is more than one guard assigned to the site, the Privateer shall receive the full negotiated hourly rate of up to \$35 per hour, while the Company shall earn profits from the additional guard(s) assigned.

B. For each new client secured by the Privateer, they shall receive a commission equal to 10% of the net profit generated from the client's payments to the Company. This commission applies for the entire duration of the client's relationship with the Company.

C. If the Privateer secures a client through a lead provided by the Company, the Privateer shall only receive a one-time commission equal to 10% of the net profit generated from the client's first payment to the Company.

D. In instances where only one guard is assigned to a site, the Privateer shall receive their standard hourly rate, as determined by the Company, and the Company shall retain the difference between the negotiated rate and the Privateer's standard hourly rate as profit.

The Privateer acknowledges and agrees that participation in sales and account management activities is voluntary and subject to the Company's policies and procedures. The Company reserves the right to modify or discontinue this program at any time, at its sole discretion.

TRAINING AND PHYSICAL FITNESS

The Company acknowledges that physical fitness is essential to the performance of the duties of a Privateer. The Employee agrees to maintain the level of physical fitness necessary to meet the physical demands of the job. The Company will provide training and physical fitness programs to ensure that the Employee is adequately trained and physically prepared to perform the duties of a Privateer. The Employee agrees to participate in all required training programs and maintain physical fitness as determined by the Company. If the Employee is unable to meet the physical fitness requirements of the job, the Company may provide reasonable accommodations to assist the Employee in meeting these requirements. The Employee also agrees to maintain continuous training to ensure that they remain competent in the performance of their duties as a Privateer.

ACCESS TO TRAINING FACILITIES AND EQUIPMENT

The Company provides access to training facilities and equipment, including a gym and firearms simulators, to Privateers at no charge. Privateers may use these facilities and equipment for training and personal use outside of their regular work schedule. However, Privateers acknowledge that such use is voluntary and not required by the Company, and that they will not be compensated for such use. The Company is not liable for any injuries or damage resulting from the use of the facilities or equipment outside of the Privateer's regular work schedule.

PATROL CAR USAGE

The Company may assign a patrol car to the Privateer for the performance of official duties. Privateers are required to have a clean driving record and must demonstrate responsibility when operating a patrol car. The Privateer acknowledges that they are solely responsible for any damage resulting from negligent or reckless use of the patrol car while on duty, including damage to the interior of the vehicle. Privateers are required to maintain the cleanliness of the assigned patrol car using facilities and cleaning chemicals provided by the Company. Privateers are prohibited from taking measures to avoid spreading germs in the car and must follow all Company policies and procedures regarding the cleanliness and maintenance of the patrol car. The assigned patrol car is intended for official use only and must be used in a professional and responsible manner at all times. Privateers may be issued a gas card for use when refueling the assigned patrol car. If the gas card is lost or not present, the Privateer is required to pay for gas and will be reimbursed by the Company upon submission of the receipt. The Privateer acknowledges that the use of the assigned patrol car is a privilege, not a right, and that any misuse or abuse of the patrol car may result in the revocation of this privilege.

BODY CAMERA RESPONSIBILITY

The Company utilizes body cameras leased from HALO Americas for use by Privateers in the course of their duties. The Privateer acknowledges and agrees to the following terms regarding the use and care of these body cameras:

- A. The Privateer shall use the body camera in accordance with the Company's policies, procedures, and any applicable laws and regulations.
- B. The Privateer is responsible for the proper care and maintenance of the body camera issued to them and shall take reasonable steps to prevent damage or loss.
- C. In the event of loss or damage to the body camera due to the Privateer's negligence, misuse, or intentional misconduct, the Privateer shall be financially responsible for the cost of repair or replacement of the body camera, as determined by the Company and HALO Americas.
- D. Upon termination of employment, the Privateer shall promptly return the body camera in good working condition to the Company, subject to normal wear and tear. Failure to do so may result in the Privateer being held financially responsible for the replacement cost of the body camera.

The Privateer acknowledges and agrees that they have read and understood this clause and accept the financial responsibilities outlined herein.

PTTOC RADIO RESPONSIBILITY

The Company provides Privateers with PTTOC (Push to Talk Over Cellular) Radios for use in the course of their duties. The Privateer acknowledges and agrees to the following terms regarding the use and care of these PTTOC Radios:

- A. The Privateer shall use the PTTOC Radio in accordance with the Company's policies, procedures, and any applicable laws and regulations.
- B. The Privateer is responsible for the proper care and maintenance of the PTTOC Radio issued to them and shall take reasonable steps to prevent damage or loss.
- C. In the event of loss or damage to the PTTOC Radio due to the Privateer's negligence, misuse, or intentional misconduct, the Privateer shall be financially responsible for the cost of repair or replacement of the PTTOC Radio, as determined by the Company.
- D. Upon termination of employment, the Privateer shall promptly return the PTTOC Radio in good working condition to the Company, subject to normal wear and tear. Failure to do so may result in the Privateer being held financially responsible for the replacement cost of the PTTOC Radio.

The Privateer acknowledges and agrees that they have read and understood this clause and accept the financial responsibilities outlined herein.

UNIFORM AND EQUIPMENT PROVISIONS

The Company is committed to providing Privateers with the necessary uniforms and equipment to perform their duties effectively and professionally. The Privateer acknowledges and agrees to the following terms regarding the provision and care of uniforms and equipment:

A. The Company shall provide the Privateer with uniform items for use above the waist, including but not limited to short sleeve and long sleeve uniform shirts, winter undershirts, gloves, and other clothing items as deemed necessary by the Company.

B. The Privateer shall be responsible for obtaining and maintaining all uniform items and equipment for use below the waist, including but not limited to pants, belts, footwear, and any additional items required for the performance of their duties.

C. The Privateer shall maintain the issued uniform items and equipment in a clean and presentable condition, in accordance with the Company's policies and procedures.

D. The Privateer is responsible for the proper care and maintenance of the provided uniforms and equipment, and shall take reasonable steps to prevent damage or loss.

E. In the event of loss or damage to the provided uniforms or equipment due to the Privateer's negligence, misuse, or intentional misconduct, the Privateer shall be financially responsible for the cost of repair or replacement, as determined by the Company.

F. Upon termination of employment, the Privateer shall promptly return all provided uniforms and equipment in good condition to the Company, subject to normal wear and tear. Failure to do so may result in the Privateer being held financially responsible for the replacement cost of the uniforms and equipment.

The Privateer acknowledges and agrees that they have read and understood this clause and accept the responsibilities outlined herein.

TEMPORARY ISSUANCE OF GEAR AND WINTER WEAR REGULATIONS

The Company recognizes the indispensability of providing essential gear to Privateers for the efficacious execution of their duties. Notwithstanding, it is the Company's policy that specific issued gear, including but not limited to duty belts, scabbards, body armor, and firearms, shall be deemed provisional, with the anticipation that Privateers shall procure their own equipment at the earliest feasible juncture. This policy is implemented to ensure the perpetual availability of Company-issued gear for incoming employees and to foster a culture of individual responsibility and ownership among Privateers with respect to their equipment.

A. Privateers shall regard duty belts, scabbards, body armor, and firearms furnished by the Company as provisional gear and shall endeavor to replace these items with their own equipment expeditiously.

B. Subsequent to obtaining their own gear, Privateers shall promptly return the provisionally issued gear to the Company in satisfactory condition, allowing for normal wear and tear.

C. Privateers are expressly prohibited from donning jackets or outer layers that may impede their access to defensive equipment in exigent circumstances. Solely approved under layers are permitted for winter wear to guarantee that Privateers can access their defensive equipment without obstruction.

The Privateer acknowledges and agrees that they have read and comprehended this clause and accept the responsibilities delineated herein.

FIREARM ISSUANCE, USE, AND LIABILITY

The Company acknowledges the critical nature of firearms in the execution of certain Privateer job duties. Consequently, it is imperative that Privateers adhere to the highest standards of care, diligence, and accountability with respect to the handling, storage, and use of firearms issued by the Company.

A. Privateers issued firearms shall utilize them exclusively for work-related purposes and shall not use them for any personal, recreational, or unauthorized activities.

B. Privateers shall store firearms in a secure and responsible manner, ensuring they are inaccessible to unauthorized individuals, particularly children. Privateers are expected to exercise the utmost caution to prevent firearm accidents, recognizing that negligence in firearm handling is impermissible.

C. Privateers shall assume full liability for each round fired from an issued firearm, regardless of the circumstances. They shall be held accountable for any damages, injuries, or losses resulting from the discharge of a firearm.

D. Failure to comply with these provisions or any negligence in the handling, storage, or use of issued firearms may result in immediate termination of employment, at the Company's sole discretion.

E. The Company provides issued firearms as a temporary measure, and Privateers are expected to acquire their own firearms for work-related purposes at the earliest opportunity. Upon obtaining their own firearm, Privateers must return the issued firearm to the Company in good working condition, allowing for normal wear and tear.

The Privateer acknowledges and agrees that they have read and comprehended this clause, accept the responsibilities delineated herein, and shall be held accountable for any deviations from the specified standards.

ISSUANCE AND RESPONSIBILITY FOR HANDCUFFS, TASERS, BATONS, GLOVES, AND OTHER REUSABLE EQUIPMENT

The Company may issue to the Privateer certain reusable equipment, including but not limited to handcuffs, tasers, batons, gloves, and other protective or restraining devices, for use in the performance of their duties. The Privateer acknowledges and agrees that they shall be responsible for the proper care, maintenance, and safekeeping of any such equipment issued to them by the Company.

The Privateer further agrees to use all issued equipment in a responsible and lawful manner, in accordance with Company policies and procedures, and all applicable federal, state, and local laws and regulations. The Privateer shall be financially responsible for the loss or destruction of any such issued equipment due to their negligence or willful misconduct.

Additionally, the Privateer is expected to replace any issued equipment, as mentioned above, with their own personal equipment as soon as reasonably possible. Upon obtaining personal equipment, the Privateer must return the issued equipment to the Company in good working condition for reissuance to other employees.

Failure to comply with the terms of this clause may result in disciplinary action, up to and including termination of employment, and the Privateer may be held financially liable for any damages or losses incurred by the Company as a result of their noncompliance.

Privateers may also be issued expendable gear, such as OC spray, gloves, and Narcan, for use in the line of duty. Privateers are not financially responsible for items used in the line of duty, however, they are prohibited from using or disposing of the expendable gear for personal use. Privateers must keep track of the expendable gear and report any loss or damage immediately to the Company. Privateers are responsible for the proper use and handling of the expendable gear, and any misuse or improper disposal may result in disciplinary action up to and including termination of employment.

PUBLICITY AND PROMOTION

Employees agree to allow the Company to use their name, image, and likeness for the purpose of promoting the Company's services, including but not limited to, commercials, marketing materials, and social media posts. The Company may use Employee's name, image, and likeness for promotional purposes without any further compensation to Employee. Employee acknowledges and agrees that the Company owns all rights in and to any promotional materials created using Employee's name, image, and likeness. Employees also agree to participate in any promotional activities reasonably requested by the Company, including but not limited to photo or video shoots. If an Employee has any objections or concerns about the use of their name, image, or likeness in promotional materials, they must inform the Company in writing.

TELEVISION OR MEDIA APPEARANCES

Employees acknowledge that the Company may have the opportunity to participate in television or other media programs or projects, which may include but are not limited to a reality TV series. Employee understands that if he or she is featured in any such program, the Company may be entitled to receive compensation or other benefits. Employee agrees to cooperate with the Company in connection with any such programs or projects and authorizes the Company to use his or her likeness, voice, and image for promotional and marketing purposes related to the Company. Employee agrees that any compensation or benefits received by the Company in connection with such programs or projects shall be the sole property of the Company, and that Employee shall not be entitled to any such compensation or benefits, except as otherwise provided in a written agreement between the parties.

EXPENSE REIMBURSEMENT

The Company shall reimburse the Privateer for reasonable and necessary expenses incurred by the Privateer in connection with the performance of their duties under this Agreement, provided that the Privateer submits appropriate documentation and receipts, and such expenses are approved by the Company in advance or within a reasonable time period following the incurrence of the expense. The Company may establish specific policies and procedures related to expense reimbursement, which the Privateer must adhere to.

PERFORMANCE REVIEWS

The Company shall conduct periodic performance reviews of the Privateer, no less than annually. The purpose of these reviews is to assess the Privateer's job performance, discuss areas for improvement, and evaluate the Privateer's eligibility for salary adjustments or other incentives. The specific timing and format of performance reviews may be determined by the Company in its sole discretion.

NON-COMPETITION

During the term of employment and for a period of one year after the termination of employment, the Privateer agrees not to engage in any business activity that is in direct competition with the Company within a 15-mile radius of any location where the Company conducts business.

NON-SOLICITATION

During the term of employment and for a period of five years after the termination of employment, the Privateer agrees not to solicit or attempt to solicit any clients or employees of the Company for the purpose of providing competing services or for the purpose of causing the clients or employees to cease their relationship with the Company.

INTELLECTUAL PROPERTY

Any and all intellectual property, including but not limited to inventions, discoveries, designs, developments, improvements, or other works created, conceived, or reduced to practice by the Privateer, either alone or jointly with others, during the course of their employment with the Company and relating to the Company's business, shall be the exclusive property of the Company. The Privateer agrees to promptly disclose any such intellectual property to the Company and to cooperate with the Company in securing and protecting its rights to such intellectual property.

AMENDMENTS

This Agreement may only be amended or modified by a written agreement signed by both the Company and the Privateer. Any such amendment or modification shall be deemed to be part of this Agreement and shall be binding upon the parties.

SEVERABILITY

If any provision of this Agreement is found to be unenforceable or invalid by a court of competent jurisdiction, the remainder of the Agreement shall continue in full force and effect, and the unenforceable or invalid provision shall be deemed modified to the minimum extent necessary to render it enforceable and valid.

NOTICES

All notices, requests, consents, or other communications required or permitted under this Agreement shall be in writing and shall be deemed properly given and received when personally delivered or sent via certified mail, return receipt requested, or by email with confirmation of receipt, to the addresses or email addresses provided by the Company and the Privateer.

COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronically transmitted signatures shall be deemed valid and binding upon the parties.

TERM AND TERMINATION

This Agreement shall commence on the date of Employee's hire and shall continue until terminated by either party with or without cause. An employee is considered an at-will employee, which means that either party may terminate the employment relationship at any time, with or without cause, and with or without notice.

Notice of termination should be given in writing and delivered to the other party's last known address. If the Employee resigns, the Employee must give the Company at least two weeks' notice, unless waived by the Company. The Company reserves the right to terminate

employment immediately without notice in cases of misconduct or violation of company policies, state and federal laws, or other serious breaches of trust.

Upon termination of employment, Employee must return all company-issued equipment, including but not limited to firearms, uniforms, patches, radios, and other equipment or property provided by the Company. The final paycheck may be withheld until all company property has been returned to the Company. Any equipment or property not returned in good condition may result in the Employee being charged for the cost of repair or replacement.

CONFIDENTIALITY AND NON-DISCLOSURE

Employee acknowledges that during the course of employment, they may come into contact with confidential information, trade secrets, or proprietary information belonging to the Company, including but not limited to client information and security protocols. Employee agrees to maintain the confidentiality of such information and not disclose any confidential information, trade secrets, or proprietary information belonging to the Company to any third party, except as required by law or authorized by the Company in writing.

Employee further agrees not to use any confidential information, trade secrets, or proprietary information belonging to the Company for any purpose other than for the performance of duties under this Agreement. This obligation of confidentiality shall survive the termination of this Agreement and the Employee's employment with the Company.

Employee acknowledges that any unauthorized disclosure of confidential information, trade secrets, or proprietary information belonging to the Company may result in irreparable harm to the Company, and that the Company shall be entitled to seek injunctive relief and any other remedies available at law or in equity.

ASSIGNMENT

The Employee may not assign or transfer this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the Company. Any attempt to do so without such consent will be considered null and void.

GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws provisions. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in Phoenix, Arizona, or such other place as may be mutually agreed upon by the parties. Each party shall bear its own expenses incurred in connection with the arbitration, including attorneys' fees and expenses. The arbitrator(s) shall have no authority to award punitive or exemplary damages, or any other damages excluded by this Agreement. The arbitrator(s) shall have the authority to award only those damages authorized by this Agreement. Any award rendered shall be final and binding upon the parties, and the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such proceeding. Notwithstanding the foregoing, nothing in this Agreement shall prevent either party from seeking injunctive relief in a court of competent jurisdiction.

ENTIRE AGREEMENT

This agreement represents the entire agreement and understanding between the parties hereto and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to the subject matter of this agreement. This agreement may not be amended or modified, except in writing signed by both parties. The Privateer acknowledges that he/she has read and understands this Agreement, that he/she has been given the opportunity to have this Agreement reviewed by legal counsel of his/her choice, that he/she agrees to the terms and conditions set forth in this Agreement, and that he/she is executing this Agreement voluntarily and with full knowledge of its consequences.

IN WITNESS WHEREOF, the Parties have executed this employment agreement as of the date and year first above written.

Privateer Security Forces LLC:

By: _____
[Authorized Company Representative]

Title: _____

Date: _____

Employee:

By: _____

Print Name: _____

Title: _____

Date: _____