

NEXUS EXCLUSIVE SOLUTIONS LIMITED (Trading as IPS BODYGUARD)

MASTER SERVICE AGREEMENT (MSA)

THE CLIENT'S DETAILS

NEXUS EXCLUSIVE SOLUTIONS LIMITED (trading as and operating under the commercial brand "IPS BODYGUARD") or any of its designated operating entities, will only take instructions from the Client named below unless the Client provides written authorization specifying otherwise:

Name of organization (if applicable):	
Address:	
Title (Mr, Mrs, Miss, Ms, Dr, Other):	First name: Surname:
Title (Mr, Mrs, Miss, Ms, Dr, Other):	First name: Surname:
Title (Mr, Mrs, Miss, Ms, Dr, Other):	First name: Surname:
Telephone (Landline):	Mobile:
Nationality:	Passport Number:

The Client confirms the accuracy of the information provided in this document and has read, understood and agrees with the terms and conditions below.

Name:

Date:

Between

NEXUS EXCLUSIVE SOLUTIONS LIMITED

A company incorporated under the laws of Hong Kong, with its registered office located at 2301, 23/F Bayfield Building, 99 Hennessy Road, Wan Chai, Hong Kong, or any other entity under which the services are invoiced as identified in the relevant Statement of Work (hereinafter referred to as “the Company”), trading as and operating under the commercial brand "IPS BODYGUARD”.

AND

The Client, as identified on the first page of this Agreement,
(hereinafter referred to as “the Client”).

("the Company"), and ("the Client") may each be referred to herein as (a "Party") or collectively as ("the Parties").

BACKGROUND

- (A) The Company is in the business of providing bespoke security management, travel arrangements, risk analysis, consulting in the personal safety and private security industry, and organizing the sale of services or products by third parties to its clients (Available Services).
- (B) The Client wishes to obtain, and the Company wishes to provide the Available Services on the terms set out in this agreement.
- (C) The Client acknowledges that services may be provided under this agreement by the Company or any of its designated operating entities, which may include but are not limited to entities in the UAE, USA, France, Hong Kong, United Kingdom, or any other jurisdiction, without creating any legal, financial, or administrative linkage between them.
- (D) For the avoidance of doubt, in any jurisdiction where local law requires specific licensing, authorisation or regulatory approval for the provision of physical security, close protection, guarding, or regulated transport services, such services shall be exclusively performed by duly authorised and locally licensed third-party providers or designated operating entities holding the required approvals. The Company acts as security manager, coordinator and contracting intermediary unless it holds the required local authorisation.

Agreed terms

1. Interpretation

- 1.1 The following definitions and rules of interpretation apply in this agreement:

Designated Operating Entities: For the purpose of this Agreement, designated operating entities may operate under a common framework but are not legally, financially, or administratively affiliated. Each entity operates independently and under its respective jurisdiction. This may include, but is not limited to, entities in the UAE, USA, France, Hong Kong, United Kingdom, or any other jurisdiction.

Applicable Laws: all applicable laws, statutes, regulations and codes of conduct from time to time in force.

Available Services: the services as set out in schedule 1.

Business Day: a day, other than a Saturday, Sunday or public holiday in Hong Kong, when banks in Hong Kong are open for business.

Business Hours: the period from 9.00 am to 9.00 pm on any Business Day. For the avoidance of doubt, Business Hours relate only to administrative, billing, and notice-related matters and do not limit the time periods during which the Works may be performed.

Change Order: has the meaning given in clause 7.1.

Control: means the direct or indirect ownership of more than 50% of the voting rights of an entity, or the power to appoint or remove a majority of its board of directors, or otherwise the power to direct its management and policies. "Change of Control" shall be construed accordingly.

Client's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Client, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Works including any such items specified in a Statement of Work.

Client Materials: all documents, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to the Company in connection with the Works, including the items provided pursuant to clause 5.1(d).

Data Protection Legislation: all applicable data protection and privacy legislation in force in the Hong Kong jurisdiction, including the Personal Data (Privacy) Ordinance (Cap. 486) (PDPO), together with any regulations, guidance, or codes of practice issued by the relevant Hong Kong authority.

Deliverables: any output of the Works to be provided by the Company to the Client as specified in a Statement of Work and any other documents, products and materials provided by the Company to the Client in relation to the Works (excluding the Company's Equipment).

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Mandatory Policies: the Client's business policies, as amended by notification to the Company from time to time.

Milestone: a date by which a part or all of the Works is to be completed, as set out in a Statement of Work.

Reference Charges: the standard charges for the Available Services for calculating them as set out in Schedule 2.

SoW Charges: the sums payable for the Works as set out in a Statement of Work, Letter of Agreement, quotation, or written confirmation (including email or electronic communication).

Statement of Work: a detailed plan, agreed in accordance with clause 3, describing the services to be provided by the Company, the timetable for their performance and the related matters listed in the template statement of work set out in Schedule 2.

The Company's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Company to the Client and used directly or indirectly in the supply of the Works, including any such items specified in a Statement of Work but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Client.

VAT: value added tax or any value added tax or similar sales tax chargeable under the laws of any relevant jurisdiction.

Works: the Available Services which are provided by the Company under a Statement of Work, including services which are incidental or ancillary to the Works.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.11 A reference to writing or written includes fax and email.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to this agreement or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.14 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Commencement and duration

2.1 This Agreement shall commence on the earlier of:

(a) the date of the last signature; or

(b) the date on which the Client first accesses Confidential Information, issues instructions, confirms a Statement of Work, or the Company commences performance of any Services, and shall continue in full force and effect until terminated in accordance with clause 14 (Termination).

2.1 If there are no uncompleted Statements of Work as at the date notice to terminate is served under clause 14, such notice shall terminate this agreement with immediate effect.

2.2 The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under clause 14.

2.3 The Client may procure any of the Available Services by agreeing a Statement of Work with the Company pursuant to clause 3 (Statements of Work).

2.4 The Company shall provide the Works from the date specified in the relevant Statement of Work.

3. Statements of Work

3.1 Each Statement of Work shall be agreed in the following manner:

(a) Once the terms and conditions have been agreed, the Client can make a request to the Company by telephone or e-mail to provide any or all of the Available Services and provide the Company with as much information as the Company reasonably requests in order to prepare a draft Statement of Work for the Available Services requested;

- (b) following receipt of the information requested from the Client, the Company shall, as soon as reasonably practicable either:
 - (i) inform the Client that it declines to provide the requested Available Services; or
 - (ii) provide the Client with a draft Statement of Work.
- (c) if the Company provides the Client with a draft Statement of Work pursuant to clause 3.1(b)(ii), the Company and the Client shall discuss and agree that draft Statement of Work; and
- (d) both Parties shall sign the Statement of Work when agreed.

3.2 Unless otherwise agreed, the SoW Charges shall be calculated in accordance with the Reference Charges.

3.3 The Company may charge for the preparation of Statements of Work on a time and materials basis in accordance with the Company's daily fee rates as set out in Schedule 2.

3.4 Once a Statement of Work has been agreed and signed in accordance with clause 3.1, no amendment shall be made to it except in accordance with clause 7 (Change control) or clause 18 (Variation).

3.5 Each Statement of Work shall be part of this agreement and shall not form a separate contract to it.

4. The Company's responsibilities

4.1 The Company shall use reasonable endeavours to provide the Works, and deliver the Deliverables to the Client, in accordance with a Statement of Work in all material respects.

4.2 The Company shall use reasonable endeavours to meet any performance dates specified in a Statement of Work but any such dates shall be estimates only and time for performance by the Company shall not be of the essence of this agreement.

4.3 The Company shall appoint a manager in respect of the Works to be performed under each Statement of Work, such person as identified in the Statement of Work. That person shall have authority to contractually bind the Company on all matters relating to the relevant Works (including by signing Change Orders). The Company shall use all reasonable endeavours to ensure that the same person acts as the Company's manager throughout the term of the relevant Statement of Work but may replace that person from time to time where reasonably necessary in the interests of the Company's business.

4.4 The Company shall use reasonable endeavours to observe all health and safety and security requirements that apply at the premises and places that have been communicated to it under clause 5.1(e).

4.5 The Company reserves the exclusive right to engage subcontractors for the execution of services under this agreement. The Client shall not request or compel the Company to work with a specific subcontractor. The Company retains full autonomy in selecting subcontractors deemed suitable for the fulfilment of obligations outlined in this agreement. The Client acknowledges and agrees that the

choice of subcontractors lies solely within the discretion of the Company, and that the Client shall not interfere with or influence this selection process.

- 4.6 Furthermore, the Company shall be solely responsible for all interactions and agreements with subcontractors. The Client acknowledges that subcontractors engaged by the Company are independent entities, and any services provided by subcontractors shall not create any direct contractual relationship between the Client and the subcontractor. The Company shall be fully responsible for the supervision, management, and performance of subcontractors in accordance with the terms of this agreement.
- 4.7 The Client acknowledges that subcontracting may be necessary for the efficient and timely provision of services under this agreement and agrees to cooperate with the Company in facilitating the involvement of subcontractors as required.
- 4.8 High-Security Discretion and Confidentiality: The Company undertakes to ensure that all personnel, operatives, subcontractors, and partners assigned to the mission are subject to enhanced confidentiality and discretion obligations, including private lifestyle non-disclosure requirements, in accordance with the sensitive nature of the services provided. The Company shall implement reasonable measures to enforce such confidentiality and discretion standards but does not provide any absolute guarantee as to the conduct of third parties.

5. Client's obligations

- 5.1 The Client shall:
- (a) co-operate with the Company in all matters relating to the Works;
 - (b) the Client shall appoint a single authorised representative (“Client Manager”) for each Statement of Work. This person shall have full authority to give instructions, approve operational matters, validate changes, and communicate with the Company. The Company shall not be held responsible for conflicting instructions issued by multiple Client representatives unless formally notified in writing;
 - (c) provide, for the Company, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by the Company including any such access as is specified in a Statement of Work;
 - (d) provide to the Company in a timely manner all documents, information, items and materials in any form (whether owned by the Client or a third party) required under a Statement of Work or otherwise reasonably required by the Company in connection with the Works and ensure that they are accurate and complete in all material respects;
 - (e) inform the Company of all health and safety and security requirements that apply at the premises and places. If the Client wishes to make a change to those requirements which will materially affect provision of the Works, it can only do so via the change control procedure set out in clause 7 (Change control);

- (f) keep, maintain and ensure the Company's Equipment in accordance with the Company's instructions from time to time and not dispose of or use the Company's Equipment other than in accordance with the Company's written instructions or authorization;
- (g) comply with any additional responsibilities of the Client as set out in the relevant Statement of Work;

5.2 If the Company's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, the Company shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

5.3 **Use of Vehicles, Equipment and Assigned Personnel**

The Client acknowledges that the Company may provide or arrange the provision of personnel required for the performance of the Works, including but not limited to drivers, security personnel, concierges, childcare providers, coaches or any other staff depending on the assignment. Such personnel may operate under the Company or any of its designated operating entities, or may be provided through duly selected external service providers, where necessary for the performance of the Works. Nothing in this Agreement shall be construed as creating an employment relationship between the Client and any personnel assigned by the Company.

Transportation services may be delivered in two modalities, depending on the Client's request and as specified in the relevant Statement of Work:

(a) Transportation including vehicle and driver: when the Company provides both a vehicle and a driver, the Company remains responsible for ensuring that the provided vehicle complies with applicable legal, insurance and operational requirements for the scope of the service.

(b) Transportation using a Client-provided vehicle: when a service requires the assigned personnel to operate a vehicle or any other equipment belonging to the Client, such vehicle or equipment shall be deemed "Client's Equipment" within the meaning of this Agreement. In such cases, the Client remains solely responsible for the condition, insurance coverage, legal compliance, and authorised use of the Client's Equipment. The Client shall ensure that any personnel assigned by the Company are duly authorised and insured, as required by applicable laws or insurance policies, to operate or access such equipment.

The Company shall not be held liable for any loss, damage, fine, penalty, or incident arising from the use, misuse, operation, failure, or condition of any Client-provided vehicle or equipment. This clause applies to all Works and all types of personnel assigned or arranged by the Company, regardless of the nature of the service.

6. **Non-Solicitation & Non-Circumvention**

6.1 Prohibition: The Client acknowledges that the Company has invested significant resources in vetting and establishing relationships with its network. Consequently, The Client, including its directors, employees, assistants, managers, advisors, representatives, and any company or individual acting on

its behalf, shall not directly or indirectly solicit, entice away, bypass, attempt to bypass, hire, or contract with any person or entity introduced, used, or engaged by the Company. This restriction applies to all Client offices, teams, divisions, and representatives.

- 6.2 Liquidated Damages: In the event of a breach of clause 6.1, the Client agrees to pay immediately Liquidated Damages equal to the GREATER of: (a) USD 250,000 (Two Hundred and Fifty Thousand US Dollars) per person or entity engaged; OR (b) The total aggregate sum of all invoices issued by the Company to the Client over the three (3) years preceding the breach. The amount payable shall be whichever is higher. This sum is agreed by the parties to be a genuine pre-estimate of the loss suffered by the Company regarding its investment, recruitment, and commercial relationships, and is not intended as a penalty.
- 6.3 Duration & Reset: The restrictions in this clause 6 shall apply during the term of this Agreement and for a period of twenty-four (24) months following the LATEST of: (a) the termination of this Agreement; or (b) the date of the last invoice paid by the Client to the Company. The parties expressly agree that any new transaction or payment by the Client to the Company shall automatically reset this 24-month restrictive period.
- 6.4 Duty to notify: The Client, including all of its employees, assistants, representatives, advisors or any person acting on its behalf, agrees to promptly notify the Company in writing if:
- (a) any Company-accredited agent, subcontractor or partner contacts the Client directly for professional or commercial purposes; or
 - (b) the Client is approached by any person seeking information about the Company's agents, partners, pricing, or operational structure.

This duty exists to protect both the Client and the Company. When an operative contacts the Client outside the Company's supervision, the Client may be exposed to operational, reputational, or personal-security risks, as such operatives are not acting under the Company's control, monitoring, or safeguards.

The Client acknowledges that the Company ensures compliance, behavioural standards, discretion, insurance coverage, and operational accountability for all accredited personnel. These protections may not be guaranteed if the Client engages with individuals directly and outside the Company's framework.

Notification shall be made within forty-eight (48) hours of the Client becoming aware of such contact. This obligation does not restrict mission-related communication during an active Statement of Work, provided the Client keeps the Company informed when appropriate.

7. Change control

- 7.1 Either party may propose changes to the scope or execution of the Works but no proposed changes shall come into effect until a relevant **Change Order** has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:

- (a) the Works;
- (b) the SoW Charges;
- (c) the timetable for the Works; and
- (d) any of the other terms of the relevant Statement of Work.

7.2 If the Company wishes to make a change to the Works it shall provide a draft Change Order to the Client.

7.3 If the Client wishes to make a change to the Works:

- (a) it shall notify the Company and provide as much detail as the Company reasonably requires of the proposed changes, including the timing of the proposed change; and
- (b) the Company shall, as soon as reasonably practicable after receiving the information at clause 7.3(a), provide a draft Change Order to the Client.

7.4 If the parties:

- (a) agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work; or
- (b) are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 28 (multi-tiered dispute resolution procedure).

7.5 The Company may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Client pursuant to clause 7.3 on a time and materials basis at the Company's rates specified in Schedule 2.

8. Charges and payment

8.1 In consideration of the provision of the Works by the Company, the Client shall pay the SoW Charges.

8.2 Where the SoW Charges are calculated on a time and materials basis:

- (a) the Company's fee rates for each individual person as set out in Schedule 2 are calculated on the basis of a twelve-hour day, worked during business hours;
- (b) the Company shall ensure that every individual whom it engages on the Works completes time sheets to record time spent on the Works, and the Company shall indicate the time spent per individual in its invoices.

8.3 Where the SoW Charges are calculated on a fixed price basis, the amount of those charges shall be as set out in a Statement of Work.

8.4 The SoW Charges exclude the following, which shall be payable by the Client monthly in arrears, following submission of an appropriate invoice:

- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Company engages in connection with the Works; and
 - (b) the cost to the Company of any materials or services procured by the Company from third parties for the provision of the Works as such items and their cost are approved by the Client in advance from time to time.
- 8.5 The Company may increase the Reference Charges and any SoW Charges not calculated in accordance with the Reference Charges on an annual basis with effect from each anniversary of the date of this agreement.
- 8.6 Any increase in the Reference Charges shall affect:
 - (a) the SoW Charges (to the extent that they are calculated in accordance with the Reference Charges) in Statements of Work in force at the date the increase takes effect; and
 - (b) the calculation of the SoW Charges for Statements of Work entered into after the date the increase takes effect.
- 8.7 The Company shall invoice the Client for the SoW Charges at the intervals specified, or on the achievement of the Milestones indicated, in the Statement of Work. If no intervals are so specified, the Company shall invoice the Client at the end of each month for Works performed during that month.
- 8.8 Unless otherwise stated in the relevant Statement of Work, the applicable payment terms shall be those defined in the schedule 3 “Reference Charges and Payment Terms” at the end of this Agreement (Option A or Option B).
- 8.9 Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Company any sum due under this agreement on the due date:
 - (a) the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of Hong Kong's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
 - (b) the Company may suspend part or all of the Works until payment has been made in full.
- 8.10 All sums payable to the Company under this agreement:
 - (a) are exclusive of VAT, and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8.11 Acceptance by Electronic Validation and Payment: The validation by the Client of any Statement of Work, quotation, proposal, or mission instruction sent by email or any other electronic means shall constitute acceptance of the relevant transaction and of this Master Service Agreement. Any payment

made by the Client, including by credit card or bank transfer, shall be deemed confirmation of such acceptance, without the need for a separate signature.

9. Intellectual property rights

9.1 In relation to the Deliverables:

- (a) the Company and its licensors shall retain ownership of all IPRs in the Deliverables, excluding the Client Materials;
- (b) the Company grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free license during the term of this agreement to copy and modify the Deliverables (excluding the Client Materials) for the purpose of receiving and using the Works and the Deliverables in its business; and
- (c) the Client shall not sub-license, assign, transfer or otherwise delegate any of its rights or obligations under this Agreement to any affiliate, representative, or third party without the Company's prior written consent.

9.2 In relation to the Client Materials, the Client:

- (a) and its licensors shall retain ownership of all IPRs in the Client Materials; and
- (b) grants to the Company a fully paid-up, non-exclusive, royalty-free, non-transferable license to copy and modify the Client Materials for the term of this agreement for the purpose of providing the Works to the Client.

9.3 The Company:

- (a) warrants that the receipt, use of the Works and the Deliverables by the Client shall not infringe the rights, including any Intellectual Property Rights, of any third party;
- (b) shall not be in breach of the warranty at clause 9.3(a), and the Client shall have no claim to the extent the infringement arises from:
 - (i) the use of Client Materials in the development of, or the inclusion of the Client Materials in, the Works or any Deliverable;
 - (ii) any modification of the Works or any Deliverable, other than by or on behalf of the Company ; and
 - (iii) compliance with the Client's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions and provided that the Company shall notify the Client if it knows or suspects that compliance with such specification or instruction may result in infringement.

9.4 The Client:

- (a) warrants that the receipt and use in the performance of this agreement by the Company, its agents, subcontractors or consultants of the Client Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

- (b) shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred or paid by the Company arising out of or in connection with any claim brought against the Company, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt or use in the performance of this agreement of the Client Materials.

9.5 If either party (Indemnifying Party) is required to indemnify the other party (Indemnified Party) under this clause 9, the Indemnified Party shall:

- (a) notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at 9.4(b) (as applicable) (IPRs Claim);
- (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- (c) provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
- (d) not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.
- (e) Digital Products & Training Materials: The Client acknowledges that any access provided to online training, digital courses, or educational materials is strictly personal, non-transferable, and limited to the designated user. The Client shall not record, download, distribute, share login credentials, or publicly broadcast any part of the training materials without the Company's prior written consent. Any breach of this clause will result in immediate termination of access without refund and legal action for copyright infringement.

10. Compliance with laws and policies

- 10.1 In performing its obligations under this agreement, the Company shall comply with the Applicable Laws; and the Mandatory Policies.
- 10.2 Changes to the Works required as a result of changes to the Applicable Laws or the Mandatory Policies shall be agreed between the parties.

11. Data protection

- 11.1 Both parties will comply with all applicable requirements of the HONG KONG Personal Data Privacy Ordinance (PDPO) and any other applicable data protection legislation in Hong Kong.

- 11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Company is the Processor. Schedule 4 sets out the scope, nature and purpose of processing by the Company, the duration of the processing and the types of personal data and categories of data subject.
- 11.3 Without prejudice to the generality of clause 11.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Company for the duration and purposes of this agreement.
- 11.4 Without prejudice to the generality of clause 11.1, the Company shall, in relation to any personal data processed in connection with the performance by the Company of its obligations under this agreement:
- (a) process personal data only on the documented written instructions of the Client unless the Company or any of its designated operating entities is required by Hong Kong law to process that personal data otherwise. Where the Company or its designated operating entities are relying on the Personal Data Privacy Ordinance (PDPO) of Hong Kong or any other applicable Hong Kong regulations as the basis for processing personal data, they shall promptly notify the Client of this before performing the processing required by Hong Kong law, unless such law prohibits such notification.
 - (b) ensure that it has in place appropriate technical and organizational measures, reasonably appropriate having regard to the nature of the Services, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it);
 - (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
 - (d) assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (e) notify the Client without undue delay on becoming aware of a personal data breach;
 - (f) at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the personal data; and
 - (g) maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for audits by the Client or the Client's designated auditor and immediately

inform the Client if, in the opinion of the Company, an instruction infringes the Data Protection Legislation.

- 11.5 The Client consents to the Company appointing a third party processor as a third-party processor of personal data under this agreement. The Company confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 11 and in either case which the Company undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Client and the Company, the Company shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.
- 11.6 Either party may, at any time on not less than 30 days' notice, revise this clause 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

12. Confidentiality

- 12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, clients, operations, or internal matters of the other party, except as permitted by clause 12.2(a).
- 12.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

13. Limitation of liability

- 13.1 Nothing in these Terms and Conditions shall limit or exclude the liability of either party for:
- 13.1.1 death or personal injury caused by negligence,
 - 13.1.2 fraud or fraudulent misrepresentation or wilful default; and
 - 13.1.3 any matter for which liability cannot legally be excluded or limited under Hong Kong law.
- 13.2 Subject to clause 13.1, the Company shall not have any liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss, loss of anticipated savings or for any indirect or consequential loss arising under or in connection with its services.

Assumption of Risk: By agreeing to these Terms and Conditions the Client acknowledges that it is engaging in activities that involve a level of risk. These risks include (but are not limited to) physical injury or even death. By engaging in the activities provided by the Company the Client agrees to assume these risks and agrees to release and discharge the Company and its directors, employees, subcontractors and agents from any claims, losses, damages, liabilities or costs arising out of or in connection with the services. For the avoidance of doubt, the Company and any of its employees or contractors, will not be liable for any loss or damage to any personal property or vehicle belonging to the Client during provision of the services, this also includes any fixed penalty notices such as parking, speeding or other traffic related fines.

13.3 Subject to clause 13.1 and clause 13.2:

(a) the Company shall not be liable for any damage to the Client's or any third party's property save to the extent caused by the negligence of the Company or any breach of contract by the Company ;
and

(b) the Company's total liability to the Client in aggregate, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be strictly limited to the payments actually received by the Company under the specific Statement of Work (SOW) giving rise to the claim.

13.4 The Company shall not be responsible to the Client for any failure to perform its obligations under these Terms and Conditions, if there is a corresponding failure by the Client to perform their obligations under the agreement.

13.5 Service Failure and Replacements: In the event of a proven material service failure, strictly limited to an agent's absence ("No-Show"), mission abandonment, or a serious breach of the professional conduct standards outlined in this Agreement, the Company shall use reasonable endeavours to provide a suitable replacement as soon as possible. The Company reserves the exclusive right to determine, at its sole discretion, whether a replacement is justified. Any request by the Client to replace personnel for subjective reasons (such as personal preference or compatibility) shall not be considered a service failure and will be treated as a Change Order under Clause 7, potentially incurring additional costs for the Client.

13.6 This clause 13 shall survive termination.

14. Termination

14.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of this agreement and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 2 days after being notified in writing to do so;

(b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of the relevant insolvency provisions under Hong Kong law, including the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap.32).
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company);
- (g) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.1(c) to clause 14.1(i) (inclusive); or
- (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14.2 For the purposes of clause 14.1(a) **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

- (a) a substantial portion of this agreement; or
- (b) any of the obligations set out in this agreement

over the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

- 14.3 Without affecting any other right or remedy available to it, the Company may terminate this agreement with immediate effect by giving written notice to the Client if:
- (a) the Client fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or
 - (b) there is a change of control of the Client.

15. Consequences of termination

- 15.1 On termination or expiry of this agreement:
- (a) all existing Statements of Work shall terminate automatically;
 - (b) the Client shall immediately pay to the Company all outstanding unpaid invoices and interest and, in respect of the Works supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;
 - (c) the Client shall, within a reasonable time, return all the Company's Equipment. If the Client fails to do so, then the Company may enter the Client's premises and take possession of the Company's Equipment. Until the Company's Equipment has been returned or repossessed, the Client shall be solely responsible for its safe keeping;
 - (d) the Company shall on request return any of the Client Materials not used up in the provision of the Works; and
 - (e) the following clauses shall continue in force: clause 1 (Interpretation), clause 6 (Non-solicitation), clause 9 (Intellectual property rights), clause 12 (Confidentiality), clause 13 (Limitation of liability), clause 15 (Consequences of termination), clause 19 (Waiver), clause 21 (Severance), clause 23 (Conflict), clause 28 (Multi-tiered dispute resolution procedure), clause 30 (Governing law) and clause 31 (Jurisdiction).
- 15.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

16. Force majeure

- 16.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:
- (a) acts of God, flood, drought, earthquake or other natural disaster;
 - (b) epidemic or pandemic;
 - (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - (d) nuclear, chemical or biological contamination or sonic boom;

- (e) any law or any action taken by a government or public authority, including without limitation failing to grant a necessary license or consent;
- (f) collapse of buildings, fire, explosion or accident; and
- (g) any labour or trade dispute, strikes, industrial action or lockouts and
- (h) non-performance by the Company or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- (i) interruption or failure of utility service.

16.2 Provided it has complied with clause 16.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

16.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

16.4 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

16.5 If the Force Majeure Event substantially prevents, hinders or delays the Affected Party's performance of its obligations, the party not affected by the Force Majeure Event may terminate this agreement by giving reasonable written notice to the Affected Party.

17. Assignment and other dealings

17.1 The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

17.2 The Company may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under this agreement.

18. Variation

Subject to clause 7 (Change control), no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. Waiver

- 19.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 19.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20. Rights and remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21. Severance

- 21.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 21.2 If any provision or part-provision of this agreement is deemed deleted under clause 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Entire agreement

- 22.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 22.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

23. Conflict

If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules, the provisions of this agreement shall prevail.

24. No partnership or agency

- 24.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.
- 24.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25. Third party rights

- 25.1 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any term of this Agreement.
- 25.2 The rights of the Parties to rescind or vary this Agreement are not subject to the consent of any other person.

26. Notices

- 26.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) for the Company, sent by email to the following address: info@ips-bodyguard.com, and for the Client, sent by email to the address specified in the relevant Statement of Work or to any other email address notified in writing by the Client in accordance with this clause;
- 26.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - (b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 26.2(c), business hours mean 9.00am to 9.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 26.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27. Counterparts

- 27.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

27.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) including but not limited to the executed signature page of a counterpart of this agreement by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

27.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

28. Multi-tiered dispute resolution procedure

28.1 The Parties shall attempt to resolve any dispute or disagreement arising out of this Agreement through good-faith negotiations.

28.2 If no resolution is reached within fourteen (14) days, the dispute shall be finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC). The seat of arbitration shall be Hong Kong, and the language shall be English.

29. Miscellaneous provisions

29.1 No variation of these Terms and Conditions shall be valid unless it is in writing and signed by, or on behalf of, each of its parties.

29.2 If any court or competent authority finds that any provision of these Terms and Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions shall not be affected.

29.3 If the invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

29.4 These Terms and Conditions constitute the entire Terms and Conditions between the parties and supersede and extinguish all previous drafts, agreements, arrangements and understanding or agreement between them, whether written or oral, relating to their subject matter.

29.5 Each party acknowledges that, in accepting these Terms and Conditions, it has not relied on, and shall have no right or remedy in respect of, any representation or warranty (whether made negligently or innocently) that is not set out in these Terms and Conditions. Nothing in this clause 29.5 shall limit or exclude any liability for fraud.

29.6 The Client shall not, without the prior written consent of the Company, assign, transfer, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms and Conditions.

- 29.7 The Company, may, at any time, assign, transfer, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms and Conditions.
- 29.8 Nothing in these Terms and Conditions are intended to, or shall operate to, create a partnership between its parties, or to authorize either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other party in any way.
- 29.9 A person who is not a party to these Terms and Conditions shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

30. Governing law

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

31. Jurisdiction

Subject to Clause 28 (Dispute Resolution), the courts of Hong Kong shall have exclusive jurisdiction:

- (a) to grant interim, injunctive, or conservatory relief in support of the arbitration proceedings;
- (b) to enforce any arbitral award issued under this Agreement; and
- (c) to hear any dispute which, by operation of law, is not capable of being submitted to arbitration.

For all other matters, the Parties agree that disputes shall be resolved exclusively through arbitration under Clause 28.

32. Independence of Entities

The Client acknowledges that this Agreement may be executed by the Company or any of its designated operating entities. However, this does not create any legal, financial, or tax-related connection between these entities. Each entity operates independently under its respective jurisdiction, and nothing in this Agreement shall be construed as implying joint ownership, shared liability, or centralised management.

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Available Services

Transportation service

Security service (residential, executive protection, event security, risk assessment, country analysis...)

Personal concierge and exclusive services

Schedule 2 Template Statement of Work

All pricing for services, including transportation, security, and concierge services, shall be specified in the mission-specific Quote, Invoice, or formal instruction provided by the Company to the Client. The prices indicated in these documents shall prevail and be incorporated by reference into this Agreement.

Schedule 3 Reference Charges and payment terms

Reference Charges and Payment Terms

- **Option A (Standard / New Clients):** Full payment (100%) is required in advance prior to the commencement of services.
- **Option B (Established Clients - Subject to Approval):** Payment is due immediately upon receipt of the invoice submitted at the end of the month or service period.

The applicable payment option for each mission shall be specified in the relevant Statement of Work or Invoice. In the absence of specification, Option A applies by default.

Bank Charges: All bank fees, wire transfer charges, currency conversion costs, and intermediary bank fees are the **sole responsibility of the Client**. The Company must receive the **full invoice amount net of any deductions**.

Cancellation Policy: In the event of cancellation by the Client, the following fees apply based on the notice period given prior to the service commencement date:

- **More than 14 days notice:** 25% of the total invoice amount is due (non-refundable deposit).
- **Between 7 and 14 days notice:** 50% of the total invoice amount is due.
- **Less than 7 days notice:** 100% of the total invoice amount is due.

Schedule 4 Processing, Personal Data and Data Subjects

Processing by the Company

Description	Details
Subject matter of the processing	Provision of bespoke security management, travel arrangements, consulting in the personal safety and private security industry, risk analysis and organizing the sale of services or products by third parties to its clients
Duration of the processing	The duration of the processing including the duration of the agreement and any extension.
Nature and purposes of the processing	<p>Any operation such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise</p> <p>Making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose includes close security protection assessment.</p>
Type of Personal Data	Name, address, date of birth, NI number, telephone number, email address, images, medical data, bank details, and other information agreed by the parties.

Categories of Data Subject	The Client
Plan for return and destruction of the data once the processing is complete UNLESS required by applicable Hong Kong law or regulatory obligations.	The data will be retained for the duration of the agreement and it will be destroyed at the termination

Signed for and on behalf of **the Company**, or any of its designated operating entities.

Title: Director

Name: Laurent DEQUATREMARD



Signed for and on behalf of **the Client**:

Title:

Name: