

REPUBLIC OF LIBERIA)
MONTERRADO COUNTY)

SECURITY CONSULTANCY AGREEMENT

This Security Consultancy Agreement is made and entered into this 1st day of July AD 2021 by and between the Executive Protection Service (EPS) represented by its Director, Hon. Trokon N. Roberts of the City of Monrovia, Montserrado County, Republic of Liberia hereinafter referred to as the "E.P.S." and Retired United States Army Sgt. Osel Williams with permanent residence in the City of Monrovia, Montserrado County, Republic of Liberia hereinafter referred to as the "Security Consultant" and individually hereinafter referred to as a "Party" and collectively as "the Parties".

WHEREAS, Retired US Army Sgt. Osel Williams (the Security Consultant) is in the business of providing military technics and VIP security protection services to potential clients desirous of such assistance;

WHEREAS, the Security Consultant has expertise in the areas of advance military science and VIP protection;

WHEREAS, the Executive Protection Service (EPS) desires to engage the Security Consultant to provide security advices in the area of Security Consultant's expertise and the Security Consultant is willing to provide such services to the Executive Protection Service;

NOW, THEREFORE, the Parties hereby agree as follows:

I. Engagement and Services

- (a) Engagement: The Executive Protection Service hereby engages the Security Consultant to provide and perform security advisory and special assistance role set forth in this Agreement, and the Security Consultant hereby accepts the engagement.
- (b) Standard of Services: All security advice and special assistance to be provided by the Security Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that the Security Consultant has represented. The E.P.S. shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Security Consultant to perform his advisory roles as required.
- (c) Tools, Instruments and Equipment: The Security Consultant shall provide his own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.
- (d) Representation and Warranty: Consultant represents and warrants to the Executive Protection Service that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

2. Consultancy Period

(a) Commencement: This Agreement shall commence on the 1st day of July to the 31st day of December, 2021

(b) Termination: This Agreement may be terminated by the Executive Protection Service, without cause and without liability, by giving Thirty (30) calendar days written notice of such termination to the Security Consultant. This Agreement may be terminated by either Party by giving Thirty (30) calendar days written notice of such termination to the other Party in the event of a breach by the other Party.

(c) Effect of Termination: Upon the effective date of termination of this Agreement, all security advisory obligations, rights and duties arising out of this Agreement shall terminate except for such advisory obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

3. Consultancy Fee and Expenses

(a) Consultancy Fee: In consideration of the Services to be rendered hereunder, the Executive Protection Service shall pay the Security Consultant a Consultancy fee of Four Thousand United States Dollars (US\$ 4,000.00) on a monthly basis whether security advisory service was provided or not by the Consultant.

(b) Expenses: Consultant shall be entitled to reimbursement for all pre-approved expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements and receipts in accordance with the then regular procedures of the E.P.S.

(c) Payment: The Consultant shall stop by the Finance Section at the Executive Protection Service Headquarters at the end of preceding month and pick up a check of Four Thousand United States Dollars (US\$ 4,000.00) written in Consultant's name as consultant fee for security advisory services rendered as per the Agreement. In the instance of delay, payment shall be due and payable within Seven (7) calendar days after the end of preceding month.

4. Confidential Information

(a) Defined. In this Agreement the term "Confidential Information" shall mean the Work Product and any and all information relating to the Executive Protection Service's business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by Executive Protection Service either directly or indirectly in writing, orally or visually, to Consultant. Confidential Information does not include information which:

- (i) is in or comes into the public domain without breach of this Agreement by the Consultant,
- (ii) was in the possession of the Consultant prior to receipt from the Executive Protection Service and was not acquired by the Consultant from the Executive Protection Service under an obligation of confidentiality or non-use,
- (iii) is acquired by the Consultant from a third party not under an obligation of confidentiality or non-use to the Executive Protection Service, or
- (iv) is independently developed by the Consultant without use of any Confidential Information of the Executive Protection Service.

(b) Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance and in writing by the Executive Protection Service, Consultant will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.

Consultant may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, Consultant shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. Consultant shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

(c) Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon the Executive Protection Service's earlier request, Consultant will deliver to the Executive Protection Service all of the Executive Protection Service's property or Confidential Information in tangible form that Consultant may have in its possession or control. The Consultant may retain one copy of the Confidential Information in its legal files.

5. Force Majeure

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labour disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

In the event the interruption of the excused Party's obligations continues for a period in excess of sixty (60) calendar days, either Party shall have the right to terminate this Agreement upon thirty (30) calendar days' prior written notice to the other Party.

6. **Non-Publicity**

Each of the Executive Protection Service and Consultant agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party except: (i) to its advisors, attorneys or auditors who have a need to know such information, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this Agreement.

7. **General**

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

*Signed for and on behalf of the
Security Consultant*

July 15, 2021
[Signature]

[Signature]
Retired US Army Sgt. Osel Williams
SECURITY CONSULTANT

*Signed for and on behalf of the
Executive Protection Service*

CASEY A. W. [Signature]

[Signature]
Hon. Trokon N. Roberts
DIRECTOR