

1.0 DEFINITIONS

"GWFS" means Aegis Defense Services LLC, doing business as GardaWorld Federal Services, or its related affiliates or subsidiaries.

"Seller" means the person, firm, or company to which the Purchase Order is issued, including any Seller agents or representatives.

"Purchase Order" means GWFS's Purchase Order, issued to the Seller, to which the terms and conditions specified in this document apply.

"Terms & Conditions" means the clauses detailed in this document, binding on both parties and amended only by written mutual agreement.

"Goods" means all material goods provided by the Seller to GWFS consistent with the Purchase Order.

"Services" means all services provided by the Seller to GWFS consistent with the Purchase Order.

"Contract" or "Agreement" means the agreement between GWFS and the Seller consisting of the Purchase Order, these Terms and Conditions, and any other documents specified in the Purchase Order.

2.0 ACCEPTANCE OF PURCHASE ORDER

Seller agrees to provide the Goods and/or perform the Services described in any Purchase Order in accordance with the Purchase Order (including any additional documents specified in the purchase order) and these Terms & Conditions. The Purchase Order constitutes an offer to Seller and shall become a binding contract under the Terms & Conditions stated in this document upon acceptance by Seller through any expression of acceptance, or commencement of performance of Services, or shipment of Goods, whichever comes first. Any terms or conditions proposed by Seller in acknowledging or accepting the Purchase Order which are different from or in addition to the terms set forth in this Agreement shall not be binding upon GWFS and shall be void and of no effect, except to the extent expressly accepted in writing by GWFS's authorized purchasing representative. GWFS reserves the right to reschedule any delivery or cancel or terminate any Purchase Order issued at any time prior to shipment of the Goods or commencement of the Services. GWFS shall not be subject to charges or fees due to such cancellation.

3.0 SHIPPING & DELIVERY

Time is of the essence. Delivery of Goods shall be made according to the schedule, via the carrier, and to the place specified on the Purchase Order. GWFS will not accept Goods delivered Cash on Demand (COD). Seller shall bear the cost of correcting deliveries to the wrong address. Shipments must equal the exact amounts identified on the Purchase Order; no partial shipments, changes or substitutions may be made without GWFS's prior written consent. GWFS's acceptance of late or partial shipments shall not constitute a waiver of any rights to collect damages for goods not delivered or delivered late. Seller shall report any delays in delivery immediately. GWFS reserves the right to cancel the Purchase Order if Seller cannot comply with the delivery schedule. If no delivery schedule is specified, the order shall be filled promptly and delivery made by the most expeditious form of land transportation (air for overseas transport). If no method of shipment is specified, Seller shall use the least expensive carrier. Seller shall package all items in suitable containers to permit safe transport/handling. Delivered containers must be labeled/marked to identify contents without opening and must contain packing sheets listing the contents. GWFS's Purchase Order number must appear on all shipping containers, packing sheets, delivery tickets, and bills of lading. Seller shall not ship or partial ship in advance of the Purchase Order schedule unless agreed to in writing by GWFS. If it later becomes necessary for Seller to ship by a more expensive method to meet a delivery schedule, Seller shall pay for such added expense.

4.0 INVOICING, PAYMENT, AND TAXES

As full consideration for the delivery of the Goods, performance of the Services, and the assignment of rights as provided in these Terms & Conditions, GWFS shall pay to Seller: (i) the amount agreed upon and specified in the applicable purchase order, or (ii) Seller's quoted price on the date of shipment (for Goods), or the date performance of Services were started (for Services), whichever is lower. Payment shall not constitute acceptance. Seller represents that prices quoted to or paid by GWFS shall not exceed current prices charged to any other customer of Seller for Goods and/or Services which are the same or substantially similar to, and the same or substantially similar quantities as, the Goods and/or Services provided to GWFS. Seller shall refund or GWFS may set off against subsequent invoices any amounts paid by GWFS in excess of such price(s). Each invoice submitted by Seller must be provided to GWFS within ninety (90) days of completion of the Services or delivery of the Goods; GWFS will receive a five percent (5%) discount for any invoices submitted more than ninety (90) days after completion or delivery. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts, and government-imposed surcharges shall be stated separately on the Seller's invoice. Seller agrees to certify to GWFS the country of origin for Goods or Services delivered under this Purchase Order. Unless different payment terms are expressly stated on the Purchase Order, payment terms shall be net thirty (30) days from GWFS's receipt of Seller's correctly presented invoice. Payment is made when GWFS's check is mailed. A "correctly presented invoice" will contain the Purchase Order number, sent to the billing address on the Purchase Order, and will be in complete accordance with the requirements of these Terms & Conditions. Unless otherwise stated in the Purchase Order, all monetary amounts shall be and are deemed to be expressed in U.S. Dollars. Seller agrees to identify for GWFS any drawback or remission rights that are transferable from Seller to GWFS and, upon request, to supply any required documents. Invoices will be sent via email to the following: accountspayable@garda-federal.com and procurement@garda-federal.com.

5.0 INSPECTION & ACCEPTANCE

GWFS retains the right to inspect and/or test the Goods or Services at any time, place, or stage of production or distribution. GWFS may reject any or all of the Goods or Services performed which are in GWFS's judgment defective, based on a sampling or other method, or based on rejection for any other reason permitted by law. Payment shall not impair GWFS's right to inspect and/or test the Goods or Services or exercise any of its remedies. Upon rejection of defective Goods or Services, risk of loss of such Goods or Services shall pass to Seller until redelivery, if any, to GWFS. Goods rejected by GWFS and Goods supplied in excess quantities may be returned to Seller at Seller's expense (including all unpacking, examination, repacking, and reshipping fees). In the event GWFS receives Goods or Services with defects or a nonconformity not apparent on examination, resulting in deterioration of the Goods or Services, GWFS reserves the right to require replacement Goods or Services, as well as payment of any resulting damages.

6.0 RISK OF LOSS & DESTRUCTION OF GOODS

Regardless of the method of shipment used, Seller agrees to deliver all Goods or Services specified in the Purchase Order to the location specified in the Purchase Order at Seller's own risk. Seller shall bear the risk of loss, destruction, or damage until the Goods or Services are accepted by GWFS. If the Goods or Services are destroyed prior to title passing to GWFS, GWFS may at its option cancel the Agreement or require redelivery of substitute Goods or Services of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Goods or Services is partial, GWFS shall have the right to require delivery of the Goods or Services not destroyed.

7.0 WARRANTIES

For Services: Seller represents and warrants that all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good, and sound professional procedures. Further, Seller represents and warrants that the Services shall be completed in accordance with applicable specifications and applicable GWFS company policies provided to Seller and shall be correct and appropriate for the purposes contemplated in this Agreement. If the Services do not meet the warranties specified in this Agreement, GWFS may at its option require Seller to re-perform the Services at Seller's expense, request a refund or credit, or apply a set-off against amounts due to Seller. Seller represents and warrants that the performance of the Services under this Agreement will not conflict with, or be prohibited in any way by, any agreement or statutory restriction to which Seller is bound.

For Goods: Seller warrants that all Goods provided will be new and will not be used or refurbished, and shall be free from any claims, liens, or encumbrances. Seller warrants that all Goods delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications for a period of twelve (12) months from the date of delivery to GWFS, or for the period provided in Seller's standard warranty covering the Goods, whichever is longer. Seller hereby agrees that it will make spare parts available to GWFS for a period of two (2) years from the date of shipment at Seller's then-current price, less applicable discounts. Additionally, Goods purchased shall be subject to all written and oral express warranties made by Seller's agents, and to all warranties provided for by law. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to GWFS the Seller's standard warranty and service guaranty applicable to the Goods. All warranties and service guarantees shall run to both GWFS and its customers. If GWFS identifies a warranty problem with the Goods during the warranty period, GWFS will promptly notify Seller of such problem(s) and will return the Goods to Seller, at Seller's expense. Within five (5) business days of receipt of the returned Goods or as soon as commercially practicable, Seller shall, at GWFS's option, either repair or replace such Goods, or credit GWFS's account for the same. Replacement and repaired Goods shall be warranted for the remainder of the warranty period (or any new warranty period provided by Seller) or for six (6) months, whichever is longer.

8.0 TERMINATION & DEFAULT

Termination for Convenience: GWFS may, at any time, terminate any Purchase Order/Agreement for its convenience by written notice to Seller. If a Purchase Order is terminated for convenience, the termination date shall not be less than ten (10) days from the date of the notice, unless otherwise mutually agreed to by the parties. GWFS shall pay for conforming Goods received or Services satisfactorily performed prior to the date that termination becomes effective (on a pro-rata basis if any payments were made in advance), less appropriate offsets. Unless GWFS has requested and received a refund in respect to any undelivered Goods or terminated Services, it shall be entitled to the delivery of all Goods and performance of all Services for which it made payment prior to the effective date of the termination.

Termination for Default: GWFS may, by written notice to Seller, cancel this Agreement for default if: (i) Seller fails to deliver Goods or perform Services within the time specified in the Purchase Order, or if no time is specified, within a reasonable time; (ii) if the Goods or Services do not conform to the Purchase Order or if Seller fails to make progress so as to endanger performance or delivery in accordance with the Agreement; (iii) Seller commits a breach of a term in this Agreement; or (iv) Seller's financial condition shall at any time become unsatisfactory to GWFS. Upon such cancellation, GWFS shall not be liable to Seller for any amount. GWFS may pursue any remedies available at law or in equity and Seller shall be liable to GWFS for any and all damages suffered by GWFS by reason of Seller's default. Seller may terminate this Agreement upon written notice to GWFS if GWFS fails to pay Seller within ninety (90) days after Seller notifies GWFS in writing that payment is past due.

9.0 CHANGE ORDERS

GWFS shall have the right by written notice to change the terms of this Purchase Order, the drawings, specifications, or other descriptions, the time, method or place of delivery or the method of shipment or packaging or to suspend delivery of the Goods or Services. Upon receipt of such notice, Seller shall promptly proceed to make such changes. If any change causes a change in the cost of the Goods or Services or in the time required for performance, Seller shall provide prompt notice to GWFS of any such change and an equitable adjustment shall be negotiated promptly and this Purchase Order shall be modified in writing accordingly.

10.0 TITLE & OWNERSHIP OF WORK PRODUCT

Title to Equipment: Title to and the right of immediate possession of all articles, tooling, equipment, software, or materials furnished to Seller or paid for by GWFS directly or indirectly for use by Seller in connection with this Agreement ("Equipment") shall be and remain in GWFS. Seller shall be: (i) responsible for all replacement/repair costs; (ii) clearly mark such property; (iii) keep it in good operating condition; and (iv) use it exclusively for the performance of this Agreement or other related Purchase Orders from the Company. Government-furnished items are not subject to this clause. Upon completion, all Equipment shall be returned or disposed of by Seller at its expense as GWFS directs in writing.

Work Product: For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, Services and Service deliverables, reports, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, and information or materials made, conceived or developed by Seller alone or with others which result from or relate to the Services provided under this Agreement. All Work Product shall at all times be and remain the sole and exclusive property of GWFS. Seller agrees to irrevocably assign and transfer to GWFS and does hereby assign and transfer to GWFS all of its worldwide rights, title, and interest in and to the Work Product including all associated intellectual property rights. GWFS will have the sole right to determine the

treatment of any Work Product. Seller agrees to: (i) promptly disclose in writing to GWFS all Work Product in its possession; (ii) assist GWFS in every reasonable way, at GWFS's expense, to secure, perfect, register, apply for, maintain and defend for GWFS's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in GWFS's name as it seems appropriate; and (iii) to otherwise treat all Work Product as GWFS Confidential Information as required in this Agreement. These obligations shall survive the expiration or termination of this Agreement. Standard Goods manufactured by Seller and sold to GWFS without having been designed, customized, or modified for GWFS do not constitute Work Product.

11.0 CONFIDENTIALITY

Seller shall not disclose to any third party, or use, any GWFS Confidential Information concerning this Purchase Order or other material intended for use in connection with this Purchase Order without GWFS's prior written consent. Any knowledge or information which Seller may disclose to GWFS in connection with the purchase of any of the Goods or Services shall not, unless GWFS specifically otherwise agrees in writing, be deemed to be confidential information and shall be acquired free from any restriction as part of the consideration for this Purchase Order. For purposes of this Agreement, "Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including without limitation, information relating to the research, development, products, methods, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (as defined herein) and other material or information considered proprietary or confidential relating to the current or anticipated business affairs of GWFS which is disclosed directly or indirectly to Seller. In addition, Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Services or Goods to GWFS. It does not include information in the public domain. Seller agrees not to copy, alter, or directly or indirectly disclose any Confidential Information. Seller further agrees not to use the Confidential Information except in the course of performing hereunder and will not use such Confidential Information for its own benefit or for the benefit of any third party. Seller agrees not to design or manufacture any products or offer any services which incorporate Confidential Information. All Confidential Information is and shall remain the property of GWFS. Upon GWFS's written request or the termination of this Agreement, Seller shall return, transfer or assign to GWFS all Confidential Information, including all Work Product, as defined herein, and all copies thereof.

12.0 INDEMNITY

Seller shall indemnify, hold harmless, and at GWFS's request, defend GWFS, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean up costs, (ii) Seller failing to satisfy the IRS guidelines for an independent contractor, (iii) any claim based on the negligence, omissions or willful misconduct of Seller or any Seller's employees or agents, and (iv) any claim by a third party against GWFS alleging that the Goods or Services, the results of such Services, or any other products or processes provided under this Agreement, infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes. Seller shall not settle any such suit or claim without GWFS's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by GWFS in enforcing this indemnity, including attorneys' fees. Should GWFS's use, or use by its subcontractors or customers, of any Goods or Services purchased from Seller be enjoined, be threatened by injunction, or the subject of any legal proceeding, Seller shall, at its sole cost and expense either: (i) substitute fully equivalent non-infringing Goods or Services; (ii) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (iii) obtain for GWFS, or its subcontractors or customers, the right to continue using the Goods or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

13.0 RELATIONSHIP OF PARTIES

GWFS and the Seller are independent contractors. Nothing in this Agreement shall be deemed to create a partnership, exclusive arrangement, joint venture, franchise, employment, or agency relationship between the parties. Seller has no express or implied authority to bind GWFS by contract or otherwise. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and shall provide all necessary supplies and equipment.

14.0 FORCE MAJEURE

GWFS shall not be liable for any failure to perform, including failure to: (i) accept performance of Services or, (ii) take delivery of the Goods as provided, caused by circumstances beyond its control which make such performance commercially impractical, including, but not limited to: (i) acts of God, (ii) fire or flood, (iii) acts of war, civil disorder, terrorism, or threats of terrorism, (iv) government action, (v) accident, (vi) disease or medical epidemics, pandemics, or outbreaks, (vii) labor strikes, disruptions or shortages, or (viii) inability to obtain materials, equipment or transportation. In the event GWFS is so excused, either party may terminate this Agreement and GWFS shall, at its expense and risk, return any Goods received to the place of shipment.

15.0 LIMITATION OF LIABILITY

IN NO EVENT SHALL GWFS BE LIABLE TO SELLER OR A THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

16.0 INSURANCE

Seller shall be solely responsible for maintaining such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Seller's trades or businesses, whichever affords greater coverage. Upon request, Seller shall provide GWFS with certificates of insurance or evidence of coverage before commencing performance under this Agreement. Seller shall provide adequate coverage for any GWFS property under the care, custody, or control of Seller.

17.0 ASSIGNMENT, SUBCONTRACTING & SET-OFF

Seller may not assign, delegate, subcontract, or transfer this Purchase Order, the work to be done, or any payments made hereunder without GWFS's prior written approval. No invoices

may be rendered other than by Seller. All claims for monies due shall be subject to deduction by GWFS for any setoff for any amount owing at any time from Seller to GWFS.

18.0 REMEDIES

If Seller breaches this Agreement, GWFS shall have all remedies available by law and at equity. For the purchase of Goods, subject to Section 15.0, Seller's sole remedy in the event of a breach of this Agreement by GWFS shall be the right to recover damages in the amount equal to the difference between the market price at the time of the breach and the purchase price specified in the Agreement.

19.0 COMPLIANCE WITH LAWS

Seller shall comply fully with all applicable federal, state, and local laws in the performance of this Agreement, including, but not limited to, applicable employment, tax, export control, environmental, and privacy of data laws. Seller shall carry out the efforts contemplated by this Agreement in accordance with all applicable laws and regulations governing the award of contracts including, without limitation, the U.S. Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), the Arms Export Control Act ("AECA"); the Export Administration Act ("EAA"), as amended; the Antiboycott Regulations and Guidelines issued under the Export Administration Act, as amended; Section 999 of the Internal Revenue Code (Antiboycott Regulations), and compliance with the Foreign Corrupt Practices Act (FCPA) as set forth in Section 20.0 below.

20.0 ANTI-CORRUPTION

Seller hereby agrees to comply fully with all applicable anti-corruption laws, to include the Foreign Corrupt Practices Act (FCPA), anti-corruption laws applicable in the jurisdiction where Seller is registered and the jurisdiction where the relevant contract will be performed (if different), and to comply with GWFS's Anti-Corruption Guidelines. Seller hereby certifies that neither Seller nor any associated individuals or entities has performed or will perform any of the following acts in connection with this Agreement, any sale made or to be made hereunder, any compensation paid or to be paid hereunder, or any other transactions involving the business interests of GWFS: pay, offer or promise to pay, or authorize the payment of, any money, or give or promise to give, or authorize the giving of, any services or anything else of value, either directly or through a third party, to any official or employee of any governmental authority or instrumentality, or of a public international organization, or of any agency or subdivision thereof, or to any political party or official thereof or to any candidate for political office for the purpose of (i) influencing any act or decision of that person in his official capacity, including a decision to fail to perform his official functions with such governmental agency or instrumentality or such public international organization or such political party, (ii) inducing such person to use his influence with such governmental agency or instrumentality or such public international organization or such political party to affect or influence any act or decision thereof or (iii) securing any improper advantage. Further, Seller represents that none of its employees are officials or employees of any governmental authority or instrumentality, or of a public international organization, or of any agency or subdivision thereof, or to any political party or official thereof, or to any candidate for political office. By signing this Agreement, Seller warrants that it has reviewed and understands its obligations under the FCPA. Seller further represents that, if requested (i) it has completed the relevant GWFS due diligence documentation and that its responses provided therein are accurate, correct, and complete without material omissions; (ii) it will certify compliance with applicable laws and regulations upon request, as set out in this Agreement; (iii) it will make best efforts to promptly inform GWFS if there is a change to any previously provided information; and (iv) it will cooperate with a reasonable request for records and documents to confirm compliance with the foregoing representations. If Seller breaches any of the covenants set forth above, (i) GWFS shall have a right of action against Seller for the amount of any monetary payment or thing of value made or given by Seller in breach of any of such covenants; (ii) all obligations by GWFS to pay any outstanding amounts or other compensation to Seller shall cease immediately; and (iii) GWFS may, at its sole discretion, rescind this Agreement and Seller shall immediately return to GWFS all payments made to Seller arising from any transaction in violation of the covenants above.

21.0 ADVERTISING

Seller shall not, without GWFS's prior written consent, in any manner advertise or publish the fact that GWFS has contracted with Seller.

22.0 SEVERABILITY & WAIVER

If any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be impaired or affected in any way. Any waiver or delay by GWFS in exercising any right or remedy will not constitute a waiver of any default or any other term or condition of this Agreement.

23.0 ENTIRE AGREEMENT & MODIFICATION

This Agreement is the complete, final, and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written. This Agreement may not be varied, modified, altered, or amended except in a writing signed by the parties. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller.

24.0 GOVERNING LAW

The Purchase Order and this Agreement shall be governed by the laws of the Commonwealth of Virginia, without giving effect to the conflicts of laws principles. Courts located in Virginia shall have jurisdiction and venue over all disputes arising out of or relating to this Agreement. Applicability of the UN Convention on Contracts for the International Sale of Goods is expressly waived.

25.0 LANGUAGE

This Agreement as well as any related documents, have been and shall be drawn up in the English language only, and the English version shall control over any versions translated into another language.

26.0 SURVIVAL

Any provisions, obligations, or duties which, by their nature, would reasonably be expected to survive or be performed after the expiration or termination of this Agreement shall survive and be enforceable after such expiration or termination.

27.0 GOVERNMENT CONTRACTS SUPPLEMENT

For Goods or Services involving or subject to a Government Contract, the applicable provisions are provided in the **Purchase Order Supplement** and made a part of this Agreement.

PURCHASE ORDER SUPPLEMENT		
FAR Reference	Title	Applicability
FLOW DOWN TO <u>ALL</u> PROCUREMENTS REGARDLESS OF DOLLAR VALUE		
52.202-1	Definitions	All
52.203-13	Contractor Code of Business Ethics and Conduct	All
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	All
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	All
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	All
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	All
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	All
52.219-8	Utilization of Small Business Concerns	All
52.222-4	Contract Work Hours and Safety Standards	All
52.222-21	Prohibition of Segregated Facilities	All
52.222-22	Previous Contracts and Compliance Reports	All
52.222-26	Equal Opportunity	All
52.222-35	Equal Opportunity for Veterans	All
52.222-36	Equal Opportunity for Workers with Disabilities	All
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	All
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	All
52.222.50	Combating Trafficking in Persons	All
52.222-55	Establishing a Minimum Wage for Contractors (E.O. 13658)	All
52.222-62	Paid Sick Leave Under Executive Order 13706	All
52.224-3	Privacy Training	All
52.225-13	Restrictions on Certain Foreign Purchases	All
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certification. This provision applies to all solicitations.	All
52.225-26	Contractors Performing Private Security Functions Outside the United States	All
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	All
52.233-4	Applicable Law for Breach of Contract Claim	All

52.233-99	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors	All
52.244-6	Subcontracts for Commercial Items	All
52.247-64	Preferences for Privately Owned U.S. Flag Commercial Vessels	All
FLOW DOWN TO ALL PROCUREMENTS >\$2500		
52.222-41	Service Contract Act of 1965, as amended	>\$2,500, if in prime contract. Executive Order 13495 applies; review http://www.whitehouse.gov/the_press_office/nondisplacement_of_qualified_workers_under_service_contracts
52.219-1	Small Business Program Representations	>\$3,500
52.222-54	Employee Eligibility Verification	>\$3,500 and includes work performed in the United States
Executive Order 13201	Notification of Employee Rights Concerning Payment of Union Dues or Fees	>\$10,000
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	>\$35,000 and not a subcontract for COTS items
FLOW DOWN TO ALL PROCUREMENTS >\$150,000		
52.203-5	Covenant Against Contingent Fees	>\$150,000 (non-commercial)
52.203-6	Restrictions on Subcontractor Sales to the Government	>\$150,000
52.203-7, except paragraph (c)(1)	Anti-Kickback Procedures	>\$150,000
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	>\$150,000 (non-commercial)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	>\$150,000
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	>\$150,000
52.203-16	Preventing Personal Conflicts of Interest	>\$150,000
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	>\$150,000
52.215-2	Audits and Records – Negotiation	>\$150,000 cost-reimbursement, incentive, T&M, labor hour, price redeterminable, and cost or pricing data is required or subcontractor is required to provide reports in accordance with para (e) of the clause.
52.222-38	Compliance with Veterans' Employment Reporting Requirements	>\$150,000 (non-commercial)
52.227-1	Authorization and Consent	>\$150,000
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	>\$150,000
52.248-1	Value Engineering	>\$150,000

FLOW DOWN TO ALL PROCUREMENTS >\$550,000		
52.209-7	Information Regarding Responsibility Matters	>\$550,000
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	>\$550,000
FLOW DOWN TO ALL PROCUREMENTS >\$700,000		
52.215-10	Price Reduction for Defective Cost or Pricing Data	>\$700,000 and it is contemplated that certified cost or pricing data may be required
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications	>\$700,000 and it is contemplated that certified cost or pricing data may be required
52.215-12	Subcontractor Cost or Pricing Data	>\$700,000 and it is contemplated that certified cost or pricing data may be required
52.215-13	Subcontractor Cost or Pricing Data – Modifications	>\$700,000 and it is contemplated that certified cost or pricing data may be required
52.215-15	Pension Adjustments and Asset Reversions	>\$700,000 (if certified cost or pricing data may be required or cost is subject to part 31)
52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other than Pensions	>\$700,000 (if certified cost or pricing data may be required or cost is subject to part 31)
52.215-19	Notification of Ownership Changes	>\$700,000 (if certified cost or pricing data may be required or cost is subject to part 31)
52.219-9	Small Business Subcontracting Plan	>\$700,000 and Large Business
52.230-1	Cost Accounting Standards Notices and Certification	>\$700,000 unless CAS exemption applicable
52.230-2, except paragraph (b)	Cost Accounting Standards	>\$700,000 unless CAS exemption applicable
52.230-3, except paragraph (b)	Disclosure and Consistency of Cost Accounting Practices	>\$700,000 unless CAS exemption applicable
52.230-6	Administration of Cost Accounting Standards	>\$700,000 unless CAS exemption applicable and includes any of the following 52.230-2; 52.230-3; 52.230-5
252.225-7003	Report of Intended Performance Outside the United States and Canada—Submission with Offer (Dec 2006)	>\$700,000, if in prime
FLOW DOWN TO ALL PROCUREMENTS >\$5,500,000		
52.203-14	Display of Hotline Poster(s) (Dec 2007)	>\$5,500,000 - except when the subcontract—
		(1) Is for the acquisition of a commercial item; or
		(2) Is performed entirely outside the United States

Aegis Defense Services, LLC, doing business as GardaWorld Federal Services (“GWFS” or the “Company”), is a federal government contractor and/or subcontractor and is committed to the principles of Equal Employment Opportunity (“EEO”) and is subject to and complies with the requirements of Executive Order 11246, as amended (41 CFR chapter 60), the Vietnam Era Veterans Readjustment Assistance Act of 1974 (“VEVRAA”), as amended (41 CFR 60-300), and Section 503 of the Rehabilitation Act of 1973 (“Section 503”), as amended (41 CFR 60-741), and all implementing regulations. GWFS’s Affirmative Action Program (“AAP”) and policies, including its Code of Business Ethics and Standards of Conduct, affirmatively state its commitment to equal employment opportunity.

In compliance with these regulations, and pursuant to 41 C.F.R. § 60-300.44(f)(1)(ii) and 60-741.44(f)(1)(ii), GWFS sends you this written notification of its equal employment opportunity and affirmative action efforts and asks you to support and comply with the provisions of the equal employment opportunity and affirmative action policies and programs. Additionally, GWFS hereby notifies you that as a subcontractor, vendor, or supplier, your organization may also be subject to the regulations outlined above, as well as FAR 52.222-26 Equal Opportunity, FAR 52.222-38 Compliance with Veterans’ Employment Reporting Requirements, and FAR 52.222-25 Affirmative Action Compliance. The EEO Clauses set forth in 41 CFR § 60-1.4(a), 41 CFR § 60-300.5(a), and 41 CFR § 60-741.5(a) are included by reference into all transactions between our organizations.

We thank you in advance for your cooperation.

Additional Supplemental Clauses are provided at: <https://garda-federal.com/compliance.php>