Management Services Agreement

This Agreement is made effective as of _____ 2023/2024, by and between _____, of 18 Cannon St, North Brunswick, N/A 08902, and _____, of _____, _____, _____ _____.

In this Agreement, the party who is contracting to receive services shall be referred to as "_____", and the party who will be providing the services shall be referred to as "_____".

_____ has a background in Security Management System and is willing to provide services to _____ based on this background.

_____ desires to have services provided by _____.

Therefore, the parties agree as follows:

DESCRIPTION OF SERVICES. Beginning on _____, _____ will provide the following management services (collectively, the "Services"):

Supervision of all employees or independent contractors employed by _____. _____ will employ and/or enter into consulting contracts with all persons who work on its behalf. All personel will be employees or independent contractors of _____ and not of _____, and _____ shall be responsible for all income and payroll tax withholding and reporting; and

Advise and notify the _____ of all equipment and supplies necessary to operate the business; and

Additionally, _____'s services will include:

Security Management, Security Arrangement, Security Operations, Security Coordination, and Security Resources Management

_____ agrees to devote its best effort to the performance of its management services. The parties further agree _____ will perform such other services as agreed upon by the parties from time to time.

PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by _____ shall be determined by _____. _____ will rely on _____ to work as many hours as may be reasonably necessary to fulfill _____'s obligations under this Agreement.

PAYMENT. _____ will pay a fee to _____ for the Services in the amount of $0.00. This fee shall be payable in a lump sum upon completion of the Services.

EXPENSE REIMBURSEMENT. _____ shall be entitled to reimbursement from _____ for all "out-of-pocket" expenses.

SUPPORT SERVICES. _____ will provide the following support services for the benefit of _____ : Consultation Venues.

NEW PROJECT APPROVAL. _____ and _____ recognize that _____'s Services will include working on various projects for _____. _____ shall obtain the approval of _____ prior to the commencement of a new project.

TERM/TERMINATION. This Agreement shall terminate automatically upon completion by _____ of the Services required by this Agreement.

RELATIONSHIP OF PARTIES. It is understood by the parties that _____ is an independent contractor with respect to _____, and not an employee of _____. _____ will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of _____.

DISCLOSURE. _____ is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of _____. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- a product or product line of _____
- a manufacturing process of _____
- any activity that _____ may be involved with on behalf of _____
- Any activities in conflict with SRK Worldwide Consultants LLC and it's DBA Security Management System and Resources

EMPLOYEES. _____'s employees, if any, who perform services for _____ under this Agreement shall also be bound by the provisions of this Agreement. At the request of _____, _____ shall provide adequate evidence that such persons are _____'s employees.

INJURIES. _____ acknowledges _____'s obligation to obtain appropriate insurance coverage for the benefit of _____ (and _____'s employees, if any). _____ waives any rights to recovery from _____ for any injuries that _____ (and/or _____'s employees) may sustain while performing services under this Agreement and that are a result of the negligence of _____ or _____'s employees.

INDEMNIFICATION. _____ agrees to indemnify and hold harmless _____ from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against _____ that result from the acts or omissions of _____, _____'s employees, if any, and _____'s agents.

ASSIGNMENT. _____'s obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of _____.

CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

RETURN OF RECORDS. Upon termination of this Agreement, _____ shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in _____'s possession or under _____'s control and that are _____'s property or relate to _____'s business.

NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

     IF for _____:

       _____
       Syed T. Chishti
       Owner
       18 Cannon St
       North Brunswick, N/A 08902

     IF for _____:

       _____
       Syed T. Chishti
       Owner

       _____
       _____, _____ _____

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of New Jersey.

INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

Consultant's Intellectual Property. _____ does not personally hold any interest in any Intellectual Property.

Development of Intellectual Property. Any improvements to Intellectual Property items listed on Exhibit A, further inventions or improvements, and any new items of Intellectual Property discovered or developed by _____ (or _____'s employees, if any) during the term of this Agreement shall be the property of _____. _____ shall sign all documents necessary to perfect the rights of _____ in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents. Upon request, _____ shall sign all documents necessary to assign the rights to such Intellectual Property to _____.

CONFIDENTIALITY. _____ recognizes that _____ has and will have the following information:

- inventions
- machinery
- products
- prices
- apparatus
- costs
- discounts
- future plans
- business affairs
- process information
- trade secrets
- technical information
- customer lists
- copyrights

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of _____ and need to be protected from improper disclosure. In consideration for the disclosure of the Information, _____ agrees that _____ will not at any time or in any manner, either directly or indirectly, use any Information for _____'s own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of _____. _____ will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that _____ has disclosed (or has threatened to disclose) Information in violation of this Agreement, _____ shall be entitled to an injunction to restrain _____ from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. _____ shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.