



# INTERNATIONAL SECURITY AGENCY

WORLDWIDE SECURITY ENFORCEMENT AND DIGNITARY PROTECTION SERVICES

## Protective Service

### Terms of Service

Updated: 18 March 2014 at 09:35:38 CET

Agreement between  
Client  
and  
International Security Agency

#### ARTICLE 1: PARTIES AND TERM OF CONTRACT

1:01 This Agreement is entered into by, and between the Client and International Security Agency. This Agreement will become effective on the date International Security Agency receives the signed "Client acceptance of Terms of Service" from the Client, and will continue in effect until such time as the services for which International Security Agency was hired has been completed.

#### ARTICLE 2: SERVICES TO BE PERFORMED BY INTERNATIONAL SECURITY AGENCY

2:01 The services International Security Agency agrees to perform, is to provide and implement Personal Protection Services, and any matters incidental and/or relating thereto, regarding the personal safety and security of the Client, throughout Clients visit to the designated location(s) quoted.

2:02 International Security Agency will determine the method, details, resources, and means of performing the above described services.

2:03 International Security Agency enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Client agrees that International Security Agency's operatives are not and will not become an employee, partner, agent, or principal of Client while this Agreement is in effect or within a period of 2 years from termination of this contract. International Security Agency is not entitled to the rights or benefits afforded to Client's employees, including disability or unemployment insurance, workers compensation medical insurance, sick leave, or any other employment benefit. International Security Agency is responsible for providing, at International Security Agency's own expense, disability, unemployment, workers compensation and other insurance, training, permits, and licenses for International Security Agency and for International Security Agency's employees and subcontractors, if any.

2:04 International Security Agency is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to International Security Agency for services under this Agreement. International Security Agency agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client, resulting from International Security Agency's failure to comply with this provision.

2:05 International Security Agency may use any employees or subcontractors as International Security Agency deems necessary to perform the services required of International Security Agency by this Agreement. Client shall not control, direct, or supervise International Security Agency's employees or subcontractors in the performance of these services.

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### **ARTICLE 3: COMPENSATION**

3:01 As compensation for the services rendered by International Security Agency under this agreement, Client shall pay International Security Agency the amount quoted, for completion of the services set forth in this Agreement in advance.

3:02 As compensation for overtime and business expenses incurred by International Security Agency during the completion of the services under this agreement. Client shall upon receiving such notice pay International Security Agency the amount of any and all outlays immediately.

### **ARTICLE 4: BUSINESS EXPENSES**

4:01 It is recognized and agreed that in connection with the services to be performed for Client, International Security Agency may be obligated to expend money for travel, accommodation, meals, fuel, parking, tolls or other business expenses, including but not limited to purchase or rent, of related equipment in the performance of these services. An administrative fee of 8% will be added onto all direct expenses incurred prior to being invoiced. International Security Agency shall be obliged to render account to Client for payment of expenses, and hold Client harmless from claims made by any entity for payment for such expenses, which cannot be verified.

### **ARTICLE 5: PROPERTY RIGHTS OF THE PARTIES**

5:01 (a) Any records of the accounts of customers of Client, whether existing at the time of this Agreement, procured through the efforts of International Security Agency, or learned by International Security Agency from any other source, and whether prepared by International Security Agency or otherwise, shall be the exclusive property of Client. This does, however, not include any records of the accounts of any employees or subcontractors of International Security Agency, nor any records or documents that International Security Agency may restrict due to security of International Security Agency, employees or subcontractors of International Security Agency.

5:01 (b) All records utilized by International Security Agency in performing International Security Agency's duties under this Agreement, shall be immediately returned to Client by International Security Agency on any termination of this Agreement, whether or not any dispute exists between Client and International Security Agency at, regarding and or following the termination of this Agreement according to 5:01 (a)

5:02 International Security Agency agrees that the whereabouts, names and addresses of Client, Client's customers, associates, contacts, friends and family constitute a matter of privacy of Client and that the sale or unauthorized use or disclosure of any matters of privacy of Client obtained by International Security Agency during the term of this Agreement constitutes a violation of this Agreement. International Security Agency agrees and promises not to engage in any disclosure of any matters of privacy of Client, International Security Agency shall not directly or indirectly make known to any person, firm or corporation the whereabouts, names and addresses of Client, Client's customers, associates, contacts, friends and family, or any other information pertaining to them, on whom International Security Agency became familiar or acquainted with during the term of this Agreement, either on behalf of International Security Agency, or for any other person firm or corporation

5:03 During the term of this Agreement, International Security Agency will have access to and become acquainted with various information, concerning the Client. All files, records, documents, drawings, specifications, equipment, and similar items relating to the Client, whether they are prepared by International Security Agency, or come into International Security Agency's possession in any other way, and whether or not they contain or constitute confidential information owned by Client, are and shall remain the exclusive property of Client, and shall be immediately returned to Client by International Security Agency on any termination of this Agreement. International Security Agency shall not misuse, misappropriate, or disclose any of the information described herein directly or indirectly, or use them in any way, either during the term of this Agreement, or at any time thereafter.

5:04 During the term of this Agreement, International Security Agency shall not, directly or indirectly, either as a contractor, client, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Client

## **ARTICLE 6: GENERAL PROVISIONS**

6:01 Entire Agreement: This Agreement supersedes any, and all other agreements, either oral or in writing between the parties hereto with respect to the hiring of International Security Agency by Client, and contains all of the covenants and agreements between the parties, with respect to that hiring in any manner whatsoever. Each party to this Agreement acknowledges that no representation inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party, except that any other written agreement dated concurrent with or after this Agreement shall be valid as between the signing parties thereto.

6:02 Modifications: Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

6:03 Waiver: The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment, of any right, or power at any one time, or times, be deemed a waiver or relinquishment of that right, or power for all or any other times, except following the termination of this Agreement according to 6:04.

6:04 Liability: During the term of this agreement, the Client is required to keep the International Security Agency informed and up to date on all upcoming and scheduled activities. The Client is required to inform International Security Agency of any changes in the Client's itinerary, schedule, or plans, immediately when the knowledge of such changes becomes available to the Client. Should the Client fail to inform International Security Agency of such changes in a timely fashion, or undertake to travel, without informing International Security Agency, or improperly and intentionally through his actions attract negative attention or danger to himself, International Security Agency or its personnel, or act in violation of any local law or regulation, or not fulfilled Clients financial obligation towards International Security Agency as provided in this agreement, the Client shall be in violation of this agreement and International Security Agency shall be relieved from any and all responsibilities under this agreement at the time of the such occurrence.

6:05 Validity: Quotes are valid for acceptance through the date of expiry, or 2 business days beforehand deployment, whichever comes first.

6:06 Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction of be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

6:07 Governing Law: This Agreement shall be governed by the laws of the Kingdom of Sweden.

6:08 Attorney's Fees: If any legal action is commenced or necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to what that party may be entitled.