STATE OF MINNESOTA
Board of Private Detective and Protective Agent Services
Board Member Packet – August 2020

Sequence follows the Synopsis. Numbers correspond to the page numbers listed below:

Pgs. 1-8: Synopsis
Pgs. 9-14: July Meeting Minutes
Pgs. 15-16: August Aging Reports
Pgs. 17-25: CEU Applications
Pg. 26: PAC 2020 – Letter of Explanation
Pg. 27: PAC 2063 – Letter of Explanation
Pg. 28: Redi Transports Supplemental Information
Pgs. 29-33: Pinkerton Attorney Letter
Pgs. 34-93: Pinkerton Contract Information
Pgs. 94-97: Letter to Board – AG Responsibilities
Pg. 98: Renewal Date Request Letter

SEPARATE ATTACHMENTS PREVIOUSLY PROVIDED. IF ANY BOARD MEMBER DOES NOT HAVE THESE DOCUMENTS, OR NEEDS ANY OTHER RESOURCES PLEASE LET THE AGENCY KNOW:

- MNPDB Letter that Accompanies License Application Packets
- MNPDB Letter that Accompanies License Renewal Packets
- Tennessen Verbal
- Penalty Schedule
- Minnesota Statutes
- Minnesota Rules
- Board Manual
- Minnesota Statute Chapter 13D Open Meeting Law
STATE OF MINNESOTA
PRIVATE DETECTIVE AND PROTECTIVE AGENT SERVICES BOARD
1430 Maryland Avenue East, St. Paul, Minnesota
August 27, 2020 TELECONFERENCE MEETING
SYNOPSIS

1. REVIEW OF JULY 2020 MEETING MINUTES & AUGUST 2020 AGING REPORTS

2. TRAINING CONSENT AGENDA:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>PROVIDER/LICENSE HOLDER</th>
<th>AGENCY NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Online Training Course</td>
<td>Securitas Security Services USA, Inc.</td>
<td>No issues found.</td>
</tr>
<tr>
<td>Request for CEUs</td>
<td>Minnesota Association of Private Investigators and Protective Agents (MAPI)</td>
<td>No issues found.</td>
</tr>
<tr>
<td>Request for CEUs</td>
<td>Minnesota Association of Private Investigators and Protective Agents (MAPI)</td>
<td>No issues found.</td>
</tr>
</tbody>
</table>

• Request for CEUs – Inspired Consulting LLC (2 CEU Apps) see PAGES 17-25
  o Private Detective Licensee requesting CEU credit for a 2019 NFL Security Conference
  o Private Detective Licensee requesting CEU credit for a 2020 Online NFL Security Conference

3. RENEWAL CONSENT AGENDA:

<table>
<thead>
<tr>
<th>LICENSE HOLDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PDC 707 – Emerald Investigations, Inc. **</td>
</tr>
<tr>
<td>PAI 1129 – James P. Hessel DBA: Emerald Investigations, Inc. **</td>
</tr>
<tr>
<td>PDI 2073 – James Archibald DBA: True North Investigations</td>
</tr>
<tr>
<td>PDC 1038/PAC 1128 – Private Eye Security, LLC **</td>
</tr>
</tbody>
</table>

** Indicates license holder provided a renewal with no issues upon original submission.

4. RENEWALS WITH ISSUES:

PDC 2076 – Inspired Consulting, LLC
Original License Date: 8/28/2018
# of Employees: 1
  1. Need Board decision on CEU applications.
  2. No disciplinary history
  3. Renewal is complete pending discussion

PAC 2020 – Fairline, LLC
Original License Date:
# of Employees:
  1. One employee began work before preassignment was taken. Affidavit of Training reflects 45 days between hire and preassignment.
  2. Please see explanation on PAGE 26
  3. No disciplinary history
  4. No further communication with license holder required
  5. Renewal is complete pending Board discussion
Not Ready for Board Review:

- PAC 336 – RS Executive Protection, LLC
  o Not received
- PAC 1127 – Pro Dog Security, LLC
  o Received. Need time to review.
- PDC 2019 – Assets International, LLC
  o Not received
- PAC 2075/PDC 2074 – Sandlie Consulting
  o Not received

5. CURRENT CONTINGENCIES:

JULY CONTINGENCIES – STATUS WOULD END IN SEPTEMBER

Not Ready for Board Review:

- PDC 1124 – Ethos Risk Services, LLC
  o Issues sent, waiting for more explanation
- PAC 2070 – Strong Arm Protection, LLC
  o Not received
- PDC 1125 – Claims Verification, Inc.
  o Not received
- PDC 2017 – DigiStream Chicago, Inc.
  o Not received
- PDC 2071 – One Source Technology, LLC
  o Issues sent and received 7/23/2020

JUNE CONTINGENCIES – STATUS WOULD END IN AUGUST

Not Ready for Board Review:

- PDC 2013 – Albin Acquisition Corporation
  o Not received
- PAC 1121 – Security Solutions Protective Agency
  o Not received

MAY CONTINGENCIES – STATUS WOULD END IN JULY

Not Ready for Board Review:

- PAC 2068 – Guardian Protective Agency
  o Not received
- PDC 2067 – Semper Fi Security, LLC
  o Not received – received email with intent to turn material in soon 5/26/2020.
APRIL CONTINGENCIES – STATUS WOULD END IN JUNE

PAC 2063 – Hard Target, Inc.
Original License Date: 4/24/2018
# of Employees: 9
1. Two employees received preassignment training 23 days after hire
   a. Please see explanation on PAGE 27
2. No disciplinary history
3. Nothing further needed from license holder for renewal
4. Renewal is complete pending Board discussion.

MARCH CONTINGENCIES - STATUS WOULD END IN MAY

Not Ready for Board Review:
     o Not received

FEBRUARY CONTINGENCIES – STATUS WOULD END IN APRIL

Not Ready for Board Review:
   • PAC 2053 – Intermediate District 287
     o Not received
   • PAC 2052 – Bouthantharaj Corporation
     o Remaining issues
   • PDC 2057 – Archangel Investigations & Protection, Inc.
     o Pending surrender request

6. LAPSED LICENSES:
   • PDI 929 – Warren J. Robinson
   • PAC 1190 – Blueline Services

7. EXPIRED LICENSES: NONE

8. SURRENDERED LICENSES:
   • PAC 2077 – MIDLEA, LLC
9. **NEW LICENSE APPLICANTS – PRESENT:**

<table>
<thead>
<tr>
<th>NAME OF ENTITY</th>
<th>United K9 Services, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>LICENSE TYPE</td>
<td>Corporate Protective Agent</td>
</tr>
<tr>
<td>QUALIFIED REPRESENTATIVE</td>
<td>Mitchell Goecke</td>
</tr>
<tr>
<td>MINNESOTA MANAGER</td>
<td>N/A</td>
</tr>
<tr>
<td>CEO</td>
<td>Gerald Petraitis</td>
</tr>
<tr>
<td>CFO</td>
<td>Nicole Goecke</td>
</tr>
<tr>
<td>MINNESOTA ADDRESS</td>
<td>15240 Leander Lane</td>
</tr>
<tr>
<td></td>
<td>Montgomery, MN 56069</td>
</tr>
<tr>
<td>DATE RECEIVED</td>
<td>6/22/2020</td>
</tr>
</tbody>
</table>

**SCOPE OF BUSINESS**

United K9 Services provides Explosive Odor Detection Canines to venues in Minnesota such as sporting events, concerts, school events and amusement parks. Through the deployment of our highly trained Explosive Detection Canine Teams, United K9 Services provides the ideal solution to mitigate risks at high profile events, with minimal impact on the patron experience. The target audience for United K9 Services are Business Owners and Security Personnel of high-profile venues in the State of Minnesota.

**PREVIOUS RELEVANT EMPLOYMENT (QR)**

<table>
<thead>
<tr>
<th>AGENCY NOTES: No remaining issues. Applicant representative is present if the Board has any questions.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>MSP Airport Police</td>
<td>Police Officer - Canine Trainer</td>
</tr>
<tr>
<td>MSP Airport Police</td>
<td>Community Service Officer</td>
</tr>
</tbody>
</table>
### NAME OF ENTITY
Redi Transports LLC

### LICENSE TYPE
Corporate Protective Agent

### QUALIFIED REPRESENTATIVE
Michael Molnar

### MINNESOTA MANAGER
Michael Molnar

### CEO
Crystal Cook

### CFO
Crystal Cook

### MINNESOTA ADDRESS
1010 Dale Street North, St. Paul, MN 55117

### DATE RECEIVED
6/22/2020

### SCOPE OF BUSINESS
Transportation of detainees for court appearances, warrants, and prison transports. Transportation of persons to and from behavioral health facilities.

<table>
<thead>
<tr>
<th>PREVIOUS RELEVANT EMPLOYMENT (QR/MM)</th>
<th>TITLE</th>
<th>FROM</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Redi Transports</td>
<td>Director of Operations</td>
<td>10/1/2016</td>
<td>Present</td>
</tr>
<tr>
<td>University of Wisconsin Police Department</td>
<td>Police Officer</td>
<td>6/1/2010</td>
<td>6/1/2019</td>
</tr>
<tr>
<td>Northeast Wisconsin Technical College</td>
<td>Training Coordinator</td>
<td>1/1/2010</td>
<td>10/1/2016</td>
</tr>
<tr>
<td>Hawaii County Police Department</td>
<td>Police Officer</td>
<td>10/1/2003</td>
<td>12/1/2009</td>
</tr>
<tr>
<td>Eau Clair County Sheriff’s Department</td>
<td>Deputy Sheriff</td>
<td>3/1/1985</td>
<td>10/1/2003</td>
</tr>
</tbody>
</table>

### AGENCY NOTES:
No remaining issues. Applicant is also licensed in Wisconsin, no disciplinary history reported. See supplemental information on PAGE 28. Applicant is present if the Board has any questions.
<table>
<thead>
<tr>
<th>NAME OF ENTITY</th>
<th>Eagle Investigations &amp; Security Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>LICENSE TYPE</td>
<td>Corporate Protective Agent</td>
</tr>
<tr>
<td>QUALIFIED REPRESENTATIVE</td>
<td>Ron Woolever</td>
</tr>
<tr>
<td>MINNESOTA MANAGER</td>
<td>N/A</td>
</tr>
<tr>
<td>CEO</td>
<td>Ron Woolever</td>
</tr>
<tr>
<td>CFO</td>
<td>Ron Woolever</td>
</tr>
<tr>
<td>MINNESOTA ADDRESS</td>
<td>25998 400th Ave Roseau, MN 56751</td>
</tr>
<tr>
<td>DATE RECEIVED</td>
<td>7/16/2020</td>
</tr>
</tbody>
</table>

**SCOPE OF BUSINESS**
I will provide Protection Services for individuals, small businesses/corporations to include but not be limited too individual(s), residences, businesses, warehouse(s), critical infrastructure(s) etc and within the guidelines of the Minnesota state statutes and as expediently as possible for said client.

**PREVIOUS RELEVANT EMPLOYMENT (QR)**

<table>
<thead>
<tr>
<th>AGENCY NOTES: No remaining issues. Applicant is present if Board has any questions.</th>
<th>TITLE</th>
<th>FROM</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minnesota Bureau of Criminal Apprehension</td>
<td>Special Agent</td>
<td>1/7/1998</td>
<td>10/31/2018</td>
</tr>
<tr>
<td>Clearwater County Sheriff's Office</td>
<td>Assigned to Paul Bunyan DTF - SSA</td>
<td>1/1/1993</td>
<td>5/1/1996</td>
</tr>
<tr>
<td>Roseau County Sheriff's Office</td>
<td>Assigned to Paul Bunyan DTF - SSA</td>
<td>10/1/1991</td>
<td>1/1/1993</td>
</tr>
<tr>
<td>NAME OF ENTITY</td>
<td>Eagle Investigations &amp; Security Inc</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------</td>
<td>--------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LICENSE TYPE</td>
<td>Corporate Private Detective</td>
<td></td>
<td></td>
</tr>
<tr>
<td>QUALIFIED REPRESENTATIVE</td>
<td>Ron Woolever</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MINNESOTA MANAGER</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CEO</td>
<td>Ron Woolever</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CFO</td>
<td>Ron Woolever</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MINNESOTA ADDRESS</td>
<td>25998 400th Ave Roseau, MN 56751</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DATE RECEIVED</td>
<td>7/16/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SCOPE OF BUSINESS</td>
<td>I will provide Private Investigative Services for individuals and/or small businesses/corporations within the guidelines of the Minnesota state statutes and as expediently as possible for said client.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PREVIOUS RELEVANT EMPLOYMENT (QR)**

<table>
<thead>
<tr>
<th>TITLE</th>
<th>FROM</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minnesota Bureau of Criminal Apprehension</td>
<td>Special Agent</td>
<td>1/7/1998</td>
</tr>
<tr>
<td>Clearwater County Sheriff’s Office</td>
<td>Assigned to Paul Bunyan DTF - SSA</td>
<td>1/1/1993</td>
</tr>
<tr>
<td>Roseau County Sheriff’s Office</td>
<td>Assigned to Paul Bunyan DTF - SSA</td>
<td>10/1/1991</td>
</tr>
</tbody>
</table>

**AGENCY NOTES:** No remaining issues. Applicant is present if Board has any questions.

11. **NEW LICENSE APPLICANTS – TABLED:**

<table>
<thead>
<tr>
<th>NAME OF ENTITY</th>
<th>Pinkerton Consulting &amp; Investigations Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>LICENSE TYPE</td>
<td>Corporate Protective Agent</td>
</tr>
<tr>
<td>QUALIFIED REPRESENTATIVE</td>
<td>Richard Gurley</td>
</tr>
<tr>
<td>MINNESOTA MANAGER</td>
<td>Jason Porter</td>
</tr>
<tr>
<td>CEO</td>
<td>Jack Zahran</td>
</tr>
<tr>
<td>CFO</td>
<td>Jack Zahran</td>
</tr>
<tr>
<td>MINNESOTA ADDRESS</td>
<td>2780 Snelling Avenue North, Suite 101 Roseville, MN 55113</td>
</tr>
<tr>
<td>DATE RECEIVED</td>
<td>4/18/2019 revised 8/22/2019</td>
</tr>
<tr>
<td>SCOPE OF BUSINESS</td>
<td>Provide security services to person and property</td>
</tr>
</tbody>
</table>

**PREVIOUS RELEVANT EMPLOYMENT (MM)**

<table>
<thead>
<tr>
<th>TITLE</th>
<th>FROM</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pinkerton</td>
<td>2001</td>
<td>Present</td>
</tr>
</tbody>
</table>

**PREVIOUS RELEVANT EMPLOYMENT (QR)**

<table>
<thead>
<tr>
<th>TITLE</th>
<th>FROM</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pinkerton Consulting &amp; Investigations Inc.</td>
<td>VP of Operations</td>
<td>1997</td>
</tr>
</tbody>
</table>

**AGENCY NOTES:** Applicant is licensed in several other states. Disciplinary history was reported from Texas, see information on PAGES 29-33. Representatives from Pinkerton are present to speak to the Board and answer any questions. See additional information on PAGES 34-93.
12. **OFFICER CHANGES:**

***The following officer changes are informational only:***

<table>
<thead>
<tr>
<th>NAME OF ENTITY</th>
<th>One Source Technology, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>LICENSE TYPE &amp; NUMBER</td>
<td>PDC 2071</td>
</tr>
<tr>
<td>TYPE OF CHANGE</td>
<td>CEO</td>
</tr>
<tr>
<td>CHANGE FROM</td>
<td>Beth Dowdell</td>
</tr>
<tr>
<td>CHANGE TO</td>
<td>Gregg Gay</td>
</tr>
<tr>
<td>DATE RECEIVED</td>
<td>8/13/2020</td>
</tr>
<tr>
<td>MINNESOTA ADDRESS</td>
<td>2345 Rice St. STE 230, Roseville, MN 55113</td>
</tr>
<tr>
<td>AGENCY NOTES:</td>
<td>None</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME OF ENTITY</th>
<th>One Source Technology, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>LICENSE TYPE &amp; NUMBER</td>
<td>PDC 2071</td>
</tr>
<tr>
<td>TYPE OF CHANGE</td>
<td>CFO</td>
</tr>
<tr>
<td>CHANGE FROM</td>
<td>Beth Dowdell</td>
</tr>
<tr>
<td>CHANGE TO</td>
<td>Brent Sisson</td>
</tr>
<tr>
<td>DATE RECEIVED</td>
<td>8/13/2020</td>
</tr>
<tr>
<td>MINNESOTA ADDRESS</td>
<td>2345 Rice St. STE 230, Roseville, MN 55113</td>
</tr>
<tr>
<td>AGENCY NOTES:</td>
<td>None</td>
</tr>
</tbody>
</table>

13. **REQUEST TO SPEAK TO THE BOARD: NONE**

14. **OTHER ISSUES AND DISCUSSIONS:**

- Please see letter regarding Board clarification on statutes on PAGES 94-97
- License Holder request for new renewal date
  - See PAGE 98
- Audit safety during pandemic

15. **ANNOUNCEMENTS: NONE.**

Board Chair: We may be having a closed session per the statute below. *If necessary, please read these statutes out loud for the record.*

16. **CLOSED SESSION:** Pursuant to Minn. Stat. 13D.05, subd. 3 (b) attorney-client privilege discussions.

Next meeting is scheduled for September 29, 2020 at 10:00 AM.
MEMBERS PRESENT: Richard Hodsdon, Jim Hessel, Douglas Belton, Melinda Elledge, Jeff Hansen
MEMBERS NOT PRESENT: 
ATTORNEY GENERAL REPRESENTATIVE: Stephen Melchionne
EXECUTIVE DIRECTOR: Greg Cook (not present) Abby Guthrie filled in.
ADMINISTRATIVE ASSISTANT: Stephanie Maresh

1. REVIEW OF JUNE 2020 MEETING MINUTES & JULY 2020 AGING REPORTS

Hodsdon opened up the meeting at 10:00AM. Hodsdon stated that the Board Meeting is being held remotely, which is authorized under Minnesota Statute 13D.021. Hodsdon then commenced review of the June 2020 Meeting Minutes and July 2020 Aging Reports. Hodsdon stated that the Aging Reports were informational only and required no action. Hodsdon asked the Board for a motion to approve the June 2020 Meeting Minutes.

- **Motion:** Belton made a motion to approve the June 2020 Meeting Minutes. Elledge seconded. Motion carried.

2. TRAINING CONSENT AGENDA:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>PROVIDER/LICENSE HOLDER</th>
<th>AGENCY NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Training Course</td>
<td>American Security &amp; Investigations, LLC</td>
<td>No issues found.</td>
</tr>
<tr>
<td>New Training Course</td>
<td>EPS Tactical Training Group</td>
<td>No issues found.</td>
</tr>
<tr>
<td>New Training Course</td>
<td>Per Mar Security Services</td>
<td>No issues found.</td>
</tr>
<tr>
<td>New Training Course</td>
<td>Per Mar Security Services</td>
<td>No issues found.</td>
</tr>
<tr>
<td>New Training Course</td>
<td>Front Line Consultants LLC</td>
<td>No issues found.</td>
</tr>
<tr>
<td>New Training Course</td>
<td>JomsVikings Protection &amp; Security LLC</td>
<td>No issues found.</td>
</tr>
<tr>
<td>Request for CEUs</td>
<td>Francine Gaber</td>
<td>No issues found.</td>
</tr>
<tr>
<td>Request for CEUs</td>
<td>Arden Investigation, Inc.</td>
<td>No issues found.</td>
</tr>
<tr>
<td>New Training Instructor</td>
<td>JomsVikings Protection &amp; Security LLC</td>
<td>No issues found.</td>
</tr>
</tbody>
</table>

Hodsdon asked if staff recommends approval. Smith stated that was correct. Hodsdon asked the Board for a motion to approve the Training Consent Agenda.

- **Motion:** Hansen made a motion to approve the Training Consent Agenda. Hessel seconded. Motion carried.

3. RENEWAL CONSENT AGENDA:

<table>
<thead>
<tr>
<th>LICENSE HOLDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PDC 944 – Flaherty Consulting &amp; Investigations, Inc. *</td>
</tr>
<tr>
<td>PAC 227 – ACE Security, Inc. *</td>
</tr>
</tbody>
</table>
Hodsdon asked the Board for a motion to approve the Renewal Consent Agenda.

- **Motion:** Elledge made a motion to approve the Renewal Consent Agenda. Hansen seconded. Motion carried.

4. **RENEWALS WITH ISSUES:**

**PAC 2072 – Merrill Investigations & Security Services, LLC**

Hodsdon stated that the renewal was complete pending Board discussion. Hodsdon asked staff for an update. Maresh stated that the licensee had three employees with outstanding preassignment dates. Maresh also stated that the licensee had nine employees with background dates that exceeded 87+ days since hire. Maresh continued by stating that the licensee explained that they were using a third party vendor for all of their employees and they realized that it was a temp agency, so the license holder moved everyone back to their company and completed everything necessary. Hodsdon stated there was no disciplinary history found and asked Maresh if that was correct. Maresh stated that was correct. Hodsdon asked what the pleasure of the Board was.

- **Motion:** Hansen made a motion to renew the license with a Letter of Education. Belton seconded. Motion carried.

**Not Ready for Board Review:**
- PDC 1124 – Ethos Risk Services, LLC
- PAC 2070 – Strong Arm Protection, LLC
- PDC 1125 – Claims Verification, Inc.
- PDC 2017 – DigiStream Chicago, Inc.
- PDC 2071 – One Source Technology, LLC

Hodsdon stated that because of Executive Order 20-25, no action needed to be taken at that time.

5. **CURRENT CONTINGENCIES:**

**JUNE CONTINGENCIES – STATUS WOULD END IN AUGUST**

**PAC 2011 - Prosegur Services Group, Inc.**

Hodsdon asked staff for an update. Maresh stated that the license holder had four employees with outstanding preassignment dates. Maresh stated that the license holder provided a couple explanations
to the Board. Hodsdon stated there was no disciplinary history found. Hodsdon asked the Board for a motion.

- **Motion**: Hansen made a motion to renew the license with a Letter of Education. Elledge seconded. Motion carried.

**Not Ready for Board Review:**
- PDC 2013 – Albin Acquisition Corporation
- PAC 1121 – Security Solutions Protective Agency

Hodsdon stated that because of Executive Order 20-25, no action needed to be taken at that time.

**MAY CONTINGENCIES – STATUS WOULD END IN JULY**

**Not Ready for Board Review:**
- PAC 2068 – Guardian Protective Agency
- PDC 2067 – Semper Fi Security, LLC

Hodsdon stated that because of Executive Order 20-25, no action needed to be taken at that time.

**APRIL CONTINGENCIES – STATUS WOULD END IN JUNE**

**Not Ready for Board Review:**
- PAC 2063 – Hard Target, Inc.

Hodsdon stated that because of Executive Order 20-25, no action needed to be taken at that time.

**MARCH CONTINGENCIES - STATUS WOULD END IN MAY**

**Not Ready for Board Review:**

Hodsdon stated that because of Executive Order 20-25, no action needed to be taken at that time.

**FEBRUARY CONTINGENCIES – STATUS WOULD END IN APRIL**

**Not Ready for Board Review:**
- PAC 2053 – Intermediate District 287
- PAC 2052 – Boutchantharaj Corporation
- PDC 2057 – Archangel Investigations & Protection, Inc.

Hodsdon stated that because of Executive Order 20-25, no action needed to be taken at that time.

6. **LAPSED LICENSES:**

- PDI 929 – Warren J. Robinson
- PAC 1190 – Blueline Services
7. **EXPIRED LICENSES:** NONE.

8. **SURRENDERED LICENSES:** NONE.

9. **NEW LICENSE APPLICANTS – PRESENT:**

<table>
<thead>
<tr>
<th>NAME OF ENTITY</th>
<th>JomsVikings Protection &amp; Security LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>LICENSE TYPE</td>
<td>Corporate Protective Agent</td>
</tr>
</tbody>
</table>

Hodsdon asked agency staff for an update. Guthrie referred the Board Members to the supplemental documentation explaining Michael MacDonald’s work experience. Hodsdon explained to MacDonald that the Board looks into work experience to make sure there is the enough qualifying hours. Hodsdon asked MacDonald for an idea of the number of hours he worked for Fairline. MacDonald stated that he obtained enough hours alone through his military police career doing active law enforcement. MacDonald stated that it varied from part-time to full-time working at Fairline. Hodsdon asked for more explanation on the work MacDonald is and has been doing for Pinkerton. MacDonald stated that when he started with Pinkerton, they had just obtained the Sun Country Airlines contract. MacDonald stated that he worked part-time for Pinkerton at Sun Country Airlines and that he worked part-time for Pinkerton when they obtained the Lyft contract. MacDonald continued by stating that he is current working part-time doing protection work with Pinkerton. Hodsdon asked MacDonald what he means by protection work. MacDonald stated executive protection or whatever else Pinkerton needed. MacDonald continued by stating that he did anything that fell into the scope of a protection agent. Belton asked MacDonald what his duties were as a static guard. MacDonald stated that at Sun Country he worked the front desk taking in visitors. Belton confirmed that MacDonald was doing access control. MacDonald stated that was correct. Elledge asked MacDonald if he was being paid by Pinkerton or another agency when working for Pinkerton. MacDonald stated that he believed it was by Pinkerton. Elledge stated that MacDonald is now working for Sun Country. MacDonald stated that was correct and that Sun Country hired him after Pinkerton’s contract with them had expired. Elledge thanked MacDonald. Belton asked MacDonald if he went to a Pinkerton location and filled out an application and then was being paid by Pinkerton. MacDonald confirmed. Belton thanked MacDonald. Hodsdon asked the Board if they had any additional questions for MacDonald. Hodsdon stated that he was satisfied with MacDonald’s work experience. Belton agreed. Hodsdon asked the Board for a motion.

- **Motion:** Belton made a motion to approve the license. Hansen seconded. Motion carried.

<table>
<thead>
<tr>
<th>NAME OF ENTITY</th>
<th>Taylor Security Services, LLC DBA: Grander Guard Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>LICENSE TYPE</td>
<td>Corporate Protective Agent</td>
</tr>
</tbody>
</table>

Hodsdon asked agency staff for an update. Guthrie referred the Board to the supplemental documentation for something that was found during the background investigation on the applicant’s company website. Guthrie continued by stating that the applicant’s explanation was also included in the
supplemental documentation. Hodsdon stated that he was having a difficult time reading the document and asked Guthrie to fill him in. Guthrie stated that on the “About Us” page it states that Grander Guard Services has twelve years of experience operating as a security guard and patrol service entity. Guthrie stated that the website also states that they are licensed, bonded and insured. Guthrie continued by stating that on the “Careers” page it states that they are available for immediate employment. Hodsdon stated that Taylor was advertising without a license but that his letter of explanation assured the Board that he was not providing such services. Hodsdon stated that advertising without a license is prohibited but does not invoke a one-year disqualification. Hodsdon asked the Board for their thoughts. Belton asked Taylor if he reviewed the statutes regarding advertising prior to getting licensed. Taylor stated that he did not and that he apologized for not looking at them beforehand. Belton thanked Taylor. Elledge asked if staff was satisfied with the application. Guthrie stated that the application is complete pending the Board’s decision on the agencies findings and the applicant’s explanation.

- **Motion:** Belton made a motion to approve the license. Elledge seconded. Motion carried.

**10. NEW LICENSE APPLICANTS – TABLED:**

<table>
<thead>
<tr>
<th>NAME OF ENTITY</th>
<th>Pinkerton Consulting &amp; Investigations Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>LICENSE TYPE</td>
<td>Corporate Protective Agent</td>
</tr>
</tbody>
</table>

Hodsdon stated for the record that a letter had been received from counsel for the applicant. Hodsdon asked if all Board members had received a copy. Board members confirmed that they received a copy of the letter. Hodsdon stated that the letter indicates that Pinkerton has been acting as a broker. Hodsdon continued by stating that the person they just issued a license to raised some concerns when he stated he got a check directly from Pinkerton to provide security services. Hodsdon asked if a Pinkerton representative could explain why that does not match what their letter indicates. Katy Fodness introduced herself to the Board and stated that representatives of her client join her. Fodness stated that they were listening to the Board’s interaction with MacDonald and that they have only had a couple minutes to look into it. Fodness stated that it is their understanding that MacDonald did not work for Pinkerton, but worked for a subcontractor. Fodness requested some time to look into the statements that were made. Belton stated that it seemed that MacDonald made a fairly clear distinction between working for Fairline and Pinkerton. Fodness stated that she has not had an opportunity to consult with her client about whether MacDonald was every employed by Pinkerton and if he was, what he was doing for Pinkerton. Hodsdon stated that he does not have an issue with giving Pinkerton some time to review the information. Elledge stated she does not have an issue with that either. Hodsdon stated that it would be in Pinkerton’s best interest and in fairness that the Board tables the application until next month. Hodsdon asked the Board for a motion to table the application until the next meeting. Hodsdon asked Fodness if a month would give them enough time. Fodness replied stating that it should be enough time. Fodness thanked Hodsdon.

- **Motion:** Hessel made a motion to table the application. Belton seconded. Motion carried.

**11. NEW APPLICANTS – CONSENT AGENDA: NONE.**

**12. OFFICER CHANGES:**
Hodsdon stated that the person seeking to be the Qualified Representative is already the Minnesota Manager. Hodsdon asked staff if that was correct. Maresh stated that was correct. Hodsdon asked the Board for a motion.

- **Motion:** Elledge made a motion to approve the officer change. Belton seconded. Motion carried.

*** The following officer changes are informational only:

<table>
<thead>
<tr>
<th>NAME OF ENTITY</th>
<th>One Source Technology, LLC DBA: Asurint</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LICENSE TYPE &amp; NUMBER</strong></td>
<td>PDC 2071</td>
</tr>
<tr>
<td><strong>TYPE OF CHANGE</strong></td>
<td>QR</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME OF ENTITY</th>
<th>Whelan Event Staffing Services, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LICENSE TYPE &amp; NUMBER</strong></td>
<td>PAC 1144</td>
</tr>
<tr>
<td><strong>TYPE OF CHANGE</strong></td>
<td>CFO</td>
</tr>
</tbody>
</table>

13. **REQUEST TO SPEAK TO THE BOARD:** NONE

14. **OTHER ISSUES AND DISCUSSIONS:**

- Please see letter regarding Board clarification on statutes on PAGES 96-99

Hodsdon asked staff if the letter was a new addition to the documents. Guthrie stated that was correct. Guthrie stated that the letter is from Executive Director, Greg Cook, who could not be present at this meeting. Hodsdon stated that he did not get a lot of time to review the letter and suggested that the letter be put on the agenda for the next meeting. Hodsdon asked the Board for their thoughts. Elledge stated that it seemed appropriate to put the letter on the agenda for the next meeting. Hansen and Belton agreed.

15. **ANNOUNCEMENTS:** NONE.

Board Chair: We may be having a closed session per the statute below. If necessary, please read these statutes out loud for the record.

16. **CLOSED SESSION:** Pursuant to Minn. Stat. 13D.05, subd. 3 (b) attorney-client privilege discussions.

Hodsdon asked the Board for a motion to adjourn.

- **Motion:** Hessel made a motion to adjourn. Belton seconded. Motion carried.

Next meeting is scheduled for August 27, 2020 at 10:00 AM
### APPLICATIONS AGING REPORT

<table>
<thead>
<tr>
<th>#</th>
<th>FORM</th>
<th>TYPE</th>
<th>APPLICANT NAME</th>
<th>DATE RECEIVED</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>3)</td>
<td>O</td>
<td>PAC</td>
<td>Andy Frain Services, Inc.</td>
<td>3/2/2020</td>
<td>Posted. Under Review.</td>
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<tr>
<td>4)</td>
<td>O</td>
<td>PAC</td>
<td>Off Duty Services, Inc.</td>
<td>6/19/2020</td>
<td>Posted. Under Review.</td>
</tr>
<tr>
<td>5)</td>
<td>O</td>
<td>PAC</td>
<td>Redi Transports LLC</td>
<td>6/22/2020</td>
<td>Posted. Ready for Board Review.</td>
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<tr>
<td>7)</td>
<td>O</td>
<td>PAC</td>
<td>United K9 Services, LLC</td>
<td>6/22/2020</td>
<td>Posted. Ready for Board Review.</td>
</tr>
<tr>
<td>9)</td>
<td>O</td>
<td>PDC</td>
<td>Eagle Investigation and Security Inc</td>
<td>7/16/2020</td>
<td>Posted. Ready for Board Review.</td>
</tr>
</tbody>
</table>

**Legend:**

- A = Additional Application
- O = Original Application
- V = Veteran
- SC = Status Change

### OFFICER CHANGES AGING REPORT

<table>
<thead>
<tr>
<th>#</th>
<th>LICENSE HOLDER NAME</th>
<th>LIC #</th>
<th>TYPE</th>
<th>DATE RECEIVED</th>
<th>STATUS</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Prosegur Services Group, Inc.</td>
<td>PAC 2011</td>
<td>CEO</td>
<td>7/9/2020</td>
<td>Under Review.</td>
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<tr>
<td>2</td>
<td>Prosegur Services Group, Inc.</td>
<td>PAC 2011</td>
<td>CFO</td>
<td>7/9/2020</td>
<td>Under Review.</td>
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<td>3</td>
<td>One Source Technology, LLC</td>
<td>PDC 2071</td>
<td>CEO</td>
<td>8/13/2020</td>
<td>Ready for Board Review.</td>
</tr>
<tr>
<td>4</td>
<td>One Source Technology</td>
<td>PDC 2071</td>
<td>CFO</td>
<td>8/13/2020</td>
<td>Ready for Board Review.</td>
</tr>
</tbody>
</table>
Board Members – With the implementation of Executive Order 20-25 and the suspension of renewal requirements we wanted to keep you informed of the backlog that is incurring.

<table>
<thead>
<tr>
<th>#</th>
<th>TYPE</th>
<th>#</th>
<th>LICENSE HOLDER</th>
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<th>STATUS</th>
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<tbody>
<tr>
<td>1</td>
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<td>336</td>
<td>RS Executive Protection, LLC</td>
<td>8/1/2020</td>
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<td>2</td>
<td>PAC</td>
<td>1127</td>
<td>Pro Dog Security, LLC</td>
<td>8/1/2020</td>
<td>Received. Not Reviewed.</td>
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<tr>
<td>3</td>
<td>PDC</td>
<td>2019</td>
<td>Assets International, LLC</td>
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<tr>
<td>4</td>
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<td>Sandlie Consulting</td>
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<tr>
<td>5</td>
<td>PAC</td>
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<td>Sandlie Consulting</td>
<td>8/1/2020</td>
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<td>6</td>
<td>PDC</td>
<td>1124</td>
<td>Ethos Risk Services, LLC</td>
<td>7/1/2020</td>
<td>Issues Sent.</td>
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<tr>
<td>7</td>
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<td>1125</td>
<td>Claims Verification, Inc.</td>
<td>7/1/2020</td>
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<td>8</td>
<td>PDC</td>
<td>2017</td>
<td>DigiStream Chicago, Inc.</td>
<td>7/1/2020</td>
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<td>9</td>
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<td>Strong Arm Protections, LLC</td>
<td>7/1/2020</td>
<td>Not Reviewed.</td>
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<tr>
<td>10</td>
<td>PDC</td>
<td>2071</td>
<td>One Source Technology</td>
<td>7/1/2020</td>
<td>Issues Sent.</td>
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<td>11</td>
<td>PDC</td>
<td>2013</td>
<td>Albin Acquisition Corporation</td>
<td>6/1/2020</td>
<td>Not Received.</td>
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<td>12</td>
<td>PAC</td>
<td>1121</td>
<td>Security Solutions Protective Agency</td>
<td>6/1/2020</td>
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<tr>
<td>13</td>
<td>PAC</td>
<td>2068</td>
<td>Guardian Protective Agency</td>
<td>5/1/2020</td>
<td>Not Received.</td>
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<td>14</td>
<td>PDC</td>
<td>2067</td>
<td>Semper Fi Security, LLC</td>
<td>5/1/2020</td>
<td>Not Received.</td>
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<tr>
<td>15</td>
<td>PAC</td>
<td>2005</td>
<td>Universal Security Corp.</td>
<td>3/1/2020</td>
<td>Not Received.</td>
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<tr>
<td>16</td>
<td>PDC</td>
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<td>Universal Security Corp.</td>
<td>3/1/2020</td>
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<td>17</td>
<td>PAC</td>
<td>2053</td>
<td>Intermediate District 287</td>
<td>2/1/2020</td>
<td>Not Received.</td>
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<tr>
<td>18</td>
<td>PAC</td>
<td>2052</td>
<td>Boutchantharaj Corporation</td>
<td>2/1/2020</td>
<td>Issues Sent.</td>
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<tr>
<td>19</td>
<td>PDC</td>
<td>2057</td>
<td>Archangel Investigations &amp; Protection, Inc.</td>
<td>2/1/2020</td>
<td>Pending Surrender Request.</td>
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<tr>
<td>20</td>
<td>PDI</td>
<td>929</td>
<td>Warren J. Robinson</td>
<td>1/1/2020</td>
<td>Lapsed. Not Received.</td>
</tr>
</tbody>
</table>
STATE OF MINNESOTA  
Board of Private Detective and Protective Agent Services  
1430 Maryland Avenue East, St. Paul MN 55106  

REQUEST FOR CEU APPLICATION FORM  
THIS IS REQUIRED DOCUMENTATION FOR REQUESTING CEU’S NOT CERTIFIED BY THE BOARD  

<table>
<thead>
<tr>
<th>LICENSE TYPE (please check one):</th>
<th>☑ PRIVATE DETECTIVE</th>
<th>☐ PROTECTIVE AGENT</th>
<th>LICENSE NUMBER:</th>
<th>2076</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>LICENSE HOLDER NAME:</th>
<th>David James Thomalla dba Inspired Consulting, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td>971 Brooks Court Maplewood, Minnesota 55109</td>
</tr>
<tr>
<td>EMAIL:</td>
<td><a href="mailto:dthomalla@yahoo.com">dthomalla@yahoo.com</a></td>
</tr>
<tr>
<td>PHONE NUMBER:</td>
<td>651-775-9901</td>
</tr>
</tbody>
</table>

**COURSE INFORMATION**  
No training course will be approved without the instructor information as specified, accompanied by an instructor’s resume and the course description to meet the requirements in Board Administrative Rule 7506.2200 and 75.062300 subpart 1 items A through G. Any trainer seeking course approval must include this information on any and all instructors that will or may be used for the course for which you are seeking approval. This material will be evaluated along with course content analysis and will not be reviewed independently of a course application.

**Name of Course:**  
☐ Preassignment – Private Detective  
☐ Preassignment – Protective Agent  
☐ Continuing Training – Private Detective  
☐ Continuing Training – Protective Agent  
☐ Initial Armed  
Type of Weapon:  
☐ Continuing Armed  
Type of Weapon:  

<table>
<thead>
<tr>
<th>Instructor Name(s):</th>
<th>Numerous - See agenda. My Director Alfred Durham</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Job Title:</td>
<td>Director-NFL Security</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>212-450-2531</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:alfred.durham@nfl.com">alfred.durham@nfl.com</a></td>
</tr>
<tr>
<td>Number of Training Hours:</td>
<td>20</td>
</tr>
<tr>
<td>(50 min = 1 training hour)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Training Provider Name:</th>
<th>National Football League Security Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:alfred.durham@nfl.com">alfred.durham@nfl.com</a></td>
</tr>
<tr>
<td>Address (MN if applicable):</td>
<td>345 Park AV, New York, NY 10154</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>212-450-2000</td>
</tr>
<tr>
<td>Website:</td>
<td><a href="http://www.nfl.com">www.nfl.com</a></td>
</tr>
<tr>
<td>Date(s) Course is Given:</td>
<td>May 12-14, 2020</td>
</tr>
<tr>
<td>Time(s) Course is Given:</td>
<td>10 a.m- 6:30 p.m, noon-6:00 p.m.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>How students will be evaluated (if applicable):</th>
<th>N/A</th>
</tr>
</thead>
</table>

FOR INTERNAL OFFICE USE ONLY  
Course Number:  

1 | Page 17
STATE OF MINNESOTA
Board of Private Detective and Protective Agent Services
1430 Maryland Avenue East, St. Paul MN 55106

VERY specifically describe the objectives and outcomes of this course:
The NFL holds an annual security conference which a I attended. In 2020, due to Covid-19, a virtual conference was held from May 12 to May 14, utilizing Zoom conferencing.
Various topics were covered relevant to my role as an NFL Security Representative. The conference schedules are attached.

CHECKLIST

(please complete the checklist by checking off the boxes next to the items completed)

☐ Application form with ALL requested information and appropriate signature(s).
☐ Resume of instructor(s) outlining their training experience. N/A
☐ All course materials including; content, exams, outlines, etc.

*NOTE: The course materials must meet the minimum requirements as outlined in Board Administrative Rule 7506.2200 and 7506.2300, Subpart 1, Items A through G, and 7506.2200.

ACKNOWLEDGEMENT AND VERIFICATION

I AFFIRM THAT THE INFORMATION GIVEN HERE IS, TO THE BEST OF MY KNOWLEDGE, COMPLETE AND ACCURATE AND THAT THE COURSE MATERIAL MEETS THE MINIMUM REQUIREMENTS OF ADMINISTRATIVE RULES 7506.2200 AND 7506.2300. I AFFIRM THAT A CURRENT RESUME FOR EACH TRAINER TEACHING THIS COURSE IS ATTACHED TO THIS APPLICATION AS WELL AS A COURSE NARRATIVE THAT MEETS THE MINIMUM TRAINING REQUIREMENTS LISTED ABOVE.

SIGNATURE: ___________________________ DATE: 7/6/2020
<table>
<thead>
<tr>
<th>Time</th>
<th>Topic</th>
<th>Presenter</th>
<th>Notes/Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>9:00 am</td>
<td>Welcome Introduction</td>
<td>Chief Lawyer</td>
<td></td>
</tr>
<tr>
<td>9:30 am</td>
<td>Institutional Position</td>
<td>MBG Executive Director</td>
<td></td>
</tr>
<tr>
<td>10:30 am</td>
<td>Transition to Risk</td>
<td>MBG Executive Director</td>
<td></td>
</tr>
<tr>
<td>11:30 am</td>
<td>Understanding Risk</td>
<td>MBG Executive Director</td>
<td></td>
</tr>
<tr>
<td>12:30 pm</td>
<td>Break</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1:30 pm</td>
<td>Protecting Our Families</td>
<td>MBG Executive Director</td>
<td></td>
</tr>
<tr>
<td>2:30 pm</td>
<td>Presentation: U.S. Policies</td>
<td>MBG Executive Director</td>
<td></td>
</tr>
<tr>
<td>3:30 pm</td>
<td>Break</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4:30 pm</td>
<td>Q&amp;A</td>
<td>MBG Executive Director</td>
<td></td>
</tr>
<tr>
<td>5:00 pm</td>
<td>Wrap-up: Highlights</td>
<td>MBG Executive Director</td>
<td></td>
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*Security Representatives Virtual Seminar (May 12)*
<table>
<thead>
<tr>
<th>Time</th>
<th>Topic</th>
<th>Presenter</th>
</tr>
</thead>
<tbody>
<tr>
<td>12:20 pm - 12:30 pm</td>
<td>Welcome/Opening Remarks</td>
<td>Michael Blixt, Chairman of Stadium Security and Fan Behavior</td>
</tr>
<tr>
<td>12:30 pm - 1:00 pm</td>
<td>&quot;Best Practices for Stadium Security in a COVID-19 World&quot;</td>
<td>Cathie Lanier, NFL Chief Security Officer</td>
</tr>
<tr>
<td>1:00 pm - 1:10 pm</td>
<td>&quot;NFL Procedures for Stadium Operations Center&quot;</td>
<td>Robert Gummer, Director of NFL Global Security Operations Center</td>
</tr>
<tr>
<td>1:10 pm - 2:00 pm</td>
<td>Cyber Security Best Practices</td>
<td>Tommas Maldonado, NFL Chief Information Security Officer</td>
</tr>
<tr>
<td>2:00 pm - 2:30 pm</td>
<td>&quot;NFL Intelligence: Supporting the Clubs, Stadiums, and Game Day&quot;</td>
<td>Dave McConnaughey, NFL Vice President of Security</td>
</tr>
<tr>
<td>2:30 pm - 3:00 pm</td>
<td>Break</td>
<td></td>
</tr>
<tr>
<td>3:00 pm - 4:00 pm</td>
<td>Update: Legalized Sports Betting and Integrity of the Game</td>
<td>David McCorran, NFL Vice President of Security</td>
</tr>
<tr>
<td>4:00 pm - 4:10 pm</td>
<td>Break</td>
<td></td>
</tr>
<tr>
<td>4:10 pm - 5:10 pm</td>
<td>What's New in Technology?</td>
<td>Billy Langsden, NFL Security Director</td>
</tr>
<tr>
<td>5:10 pm - 5:50 pm</td>
<td>Break</td>
<td></td>
</tr>
<tr>
<td>5:50 pm - 6:50 pm</td>
<td>&quot;COVID-19 Information Exchange&quot;</td>
<td>Dr. Allen Stills, NFL Chief Medical Officer</td>
</tr>
<tr>
<td>6:50 pm - 7:00 pm</td>
<td>&quot;ARE7 Reporting of Arrests vs. Incidents&quot;</td>
<td>Robert Adler, NFL Security Director</td>
</tr>
<tr>
<td>7:00 pm - 7:30 pm</td>
<td>&quot;ARE7 Related Accountability&quot;</td>
<td>Cathie Lanier, NFL Chief Security Officer</td>
</tr>
<tr>
<td>7:30 pm - 8:30 pm</td>
<td>&quot;ARE7 Technology/Legislation/TPR Enforcement &amp; Waivers&quot;</td>
<td>Cathie Lanier, NFL Chief Security Officer</td>
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<tr>
<td>8:30 pm - 9:30 pm</td>
<td>&quot;ARE7 Reporting of Arrests vs. Incidents&quot;</td>
<td>Cathie Lanier, NFL Chief Security Officer</td>
</tr>
<tr>
<td>9:30 pm - 10:00 pm</td>
<td>&quot;ARE7 Related Accountability&quot;</td>
<td>Cathie Lanier, NFL Chief Security Officer</td>
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<tr>
<td>10:00 pm - 11:00 pm</td>
<td>&quot;ARE7 Technology/Legislation/TPR Enforcement &amp; Waivers&quot;</td>
<td>Cathie Lanier, NFL Chief Security Officer</td>
</tr>
<tr>
<td>11:00 pm - 12:00 am</td>
<td>&quot;ARE7 Reporting of Arrests vs. Incidents&quot;</td>
<td>Cathie Lanier, NFL Chief Security Officer</td>
</tr>
<tr>
<td>12:00 am - 1:00 am</td>
<td>&quot;ARE7 Related Accountability&quot;</td>
<td>Cathie Lanier, NFL Chief Security Officer</td>
</tr>
<tr>
<td>1:00 am - 2:00 am</td>
<td>&quot;ARE7 Technology/Legislation/TPR Enforcement &amp; Waivers&quot;</td>
<td>Cathie Lanier, NFL Chief Security Officer</td>
</tr>
<tr>
<td>2:00 am - 3:00 am</td>
<td>&quot;ARE7 Reporting of Arrests vs. Incidents&quot;</td>
<td>Cathie Lanier, NFL Chief Security Officer</td>
</tr>
<tr>
<td>3:00 am - 4:00 am</td>
<td>&quot;ARE7 Related Accountability&quot;</td>
<td>Cathie Lanier, NFL Chief Security Officer</td>
</tr>
<tr>
<td>4:00 am - 5:00 am</td>
<td>&quot;ARE7 Technology/Legislation/TPR Enforcement &amp; Waivers&quot;</td>
<td>Cathie Lanier, NFL Chief Security Officer</td>
</tr>
<tr>
<td>5:00 am - 6:00 am</td>
<td>&quot;ARE7 Reporting of Arrests vs. Incidents&quot;</td>
<td>Cathie Lanier, NFL Chief Security Officer</td>
</tr>
</tbody>
</table>
STATE OF MINNESOTA
Board of Private Detective and Protective Agent Services
1430 Maryland Avenue East, St. Paul MN 55106

REQUEST FOR CEU APPLICATION FORM
THIS IS REQUIRED DOCUMENTATION FOR REQUESTING CEU'S NOT CERTIFIED BY THE BOARD

LICENSE TYPE (please check one): ☐ PRIVATE DETECTIVE ☐ PROTECTIVE AGENT LICENSE NUMBER: 2076

LICENSE HOLDER NAME: David James Thomalla dba Inspired Consulting, LLC
ADDRESS: 971 Brooks Court Maplewood, Minnesota 55109
EMAIL: dthomalla@yahoo.com
PHONE NUMBER: 651-775-9901

COURSE INFORMATION
No training course will be approved without the instructor information as specified, accompanied by an instructor’s resume and the course description to meet the requirements in Board Administrative Rule 7506.2200 and 75.062300 subpart 1 items A through G. Any trainer seeking course approval must include this information on any and all instructors that will or may be used for the course for which you are seeking approval. This material will be evaluated along with course content analysis and will not be reviewed independently of a course application.

Name of Course:
☐ Preassignment – Private Detective ☐ Preassignment – Protective Agent ☐ Initial Armed Type of Weapon: __________
☐ Continuing Training – Private Detective ☐ Continuing Training – Protective Agent ☐ Continuing Armed Type of Weapon: __________

Instructor Name(s): Numerous - See agenda, my Director Alfred Durham
Current Job Title: Director - NFL Security
Phone Number: 212-450-2531
Email: alfred.durham@nfl.com

Training Provider Name: National Football League Security Department
Contact Email: Alfred.durham@nfl.com
Address (MN if applicable): 345 Park Av, New York, NY 10154
Phone Number: 212-450-2000
Website: nfl.com

How students will be evaluated (if applicable): N/A

Number of Training Hours: 33 (50 min = 1 training hour)
Date(s) Course is Given: June 24-28, 2019
Time(s) Course is Given: 8 a.m - 5 p.m

FOR INTERNAL OFFICE USE ONLY
Course Number: __________
STATE OF MINNESOTA  
Board of Private Detective and Protective Agent Services  
1430 Maryland Avenue East, St. Paul MN 55106

| VERY specifically describe the objectives and outcomes of this course: |
| The NFL holds an annual security conference for contract NFL Security Representatives, Team Security Directors and Stadium Security Directors. Various topics were covered relevant to my role as an NFL Security Representative. The conference schedules are attached. |

| CHECKLIST |
| (please complete the checklist by checking off the boxes next to the items completed) |
| ☑ Application form with ALL requested information and appropriate signature(s). □ |
| ☐ Resume of instructor(s) outlining their training experience. N/A |
| ☑ All course materials including; content, exams, outlines, etc. |
| ☑ *NOTE: The course materials must meet the minimum requirements as outlined in Board Administrative Rule 7506.2200 and 7506.2300, Subpart 1, Items A through G, and 7506.2200. |

| ACKNOWLEDGEMENT AND VERIFICATION |
| I AFFIRM THAT THE INFORMATION GIVEN HERE IS, TO THE BEST OF MY KNOWLEDGE, COMPLETE AND ACCURATE AND THAT THE COURSE MATERIAL MEETS THE MINIMUM REQUIREMENTS OF ADMINISTRATIVE RULES 7506.2200 AND 7506.2300. I AFFIRM THAT A CURRENT RESUME FOR EACH TRAINER TEACHING THIS COURSE IS ATTACHED TO THIS APPLICATION AS WELL AS A COURSE NARRATIVE THAT MEETS THE MINIMUM TRAINING REQUIREMENTS LISTED ABOVE. |

SIGNATURE:  
DATE: 7/6/2020
2019 Annual NFL Security Conference

Attendee Guide

Monday, June 24 – Friday, June 28
Aventura, FL
# Agenda

*(Subject to Change)*

## Security Representatives Seminar (June 24 – 25)

### Monday, June 24

<table>
<thead>
<tr>
<th>Time</th>
<th>Topic</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00am – 7:55am</td>
<td>Breakfast</td>
<td>Garden Room 1</td>
</tr>
<tr>
<td>8:00am – 8:20am</td>
<td>Opening remarks &amp; organization</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>8:20am – 8:50am</td>
<td>International and Global Security Operations Center Overview</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>8:50am – 9:00am</td>
<td>Break</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>9:00am – 9:20am</td>
<td>Event Planning and After Actions</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>9:20am – 9:40am</td>
<td>Player Services</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>9:40am – 10:00am</td>
<td>Facility Firearms &amp; Facilities</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>10:00am – 10:15am</td>
<td>Break</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>10:15am – 11:15am</td>
<td>Gambling</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>11:15am – 11:45am</td>
<td>Personal Health &amp; Wellness</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>11:45am – 12:00pm</td>
<td>Robert Wieme Award Presentation</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>12:00pm – 1:00pm</td>
<td>Lunch</td>
<td>Garden Room 1</td>
</tr>
<tr>
<td>1:00pm – 2:30pm</td>
<td>Investigations Manual and PCP Investigations</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>2:30pm – 2:45pm</td>
<td>Break</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>2:45pm – 3:45pm</td>
<td>Personal Conduct Policy/Domestic Violence Investigations</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>3:45pm – 4:00pm</td>
<td>Executive Protection</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>4:00pm – 5:00pm</td>
<td>Administrative Matters</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>5:00pm – 7:00pm</td>
<td>Dinner</td>
<td>Orchid Lounge</td>
</tr>
</tbody>
</table>

### Tuesday, June 25

<table>
<thead>
<tr>
<th>Time</th>
<th>Topic</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00am – 7:55am</td>
<td>Breakfast</td>
<td>Garden Room 1</td>
</tr>
<tr>
<td>8:00am – 9:00am</td>
<td>Best Practices Audits</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>9:00am – 9:05am</td>
<td>In-Seat Break</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>9:05am – 9:35am</td>
<td>Best Practice Auditors</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>9:35am – 10:05am</td>
<td>Visiting Team Screening</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>10:05am – 10:15am</td>
<td>Break</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>10:15am – 11:15am</td>
<td>Game Day Expectations</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>11:15am – 12:00pm</td>
<td>Security Support Discussion</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>12:00pm – 1:00pm</td>
<td>Lunch</td>
<td>Garden Room 1</td>
</tr>
<tr>
<td>1:00pm – 2:00pm</td>
<td>Social Media</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>2:00pm – 2:30pm</td>
<td>Dark Web</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>2:30pm – 2:45pm</td>
<td>Break</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>2:45pm – 3:45pm</td>
<td>Security Representatives Roundtable</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>3:45pm – 4:15pm</td>
<td>Media and On-Field Operations</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>4:15pm – 5:00pm</td>
<td>Evidence Preservation</td>
<td>Garden Room 2</td>
</tr>
<tr>
<td>5:00pm – 5:15pm</td>
<td>Seminar Wrap-Up</td>
<td>Garden Room 2</td>
</tr>
</tbody>
</table>
# Security Seminar (June 26 – 28)

## Wednesday, June 26

<table>
<thead>
<tr>
<th>Time</th>
<th>Topic</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1:00pm – 2:00pm</td>
<td>Lunch (w/ opening comments, CSO)</td>
<td>Garden Room (1-2)</td>
</tr>
<tr>
<td>2:00pm – 2:15pm</td>
<td>Break</td>
<td></td>
</tr>
<tr>
<td>2:15pm – 2:45pm</td>
<td>Intelligence Briefing (George Piro, FBI)</td>
<td>King Ballroom (1-3)</td>
</tr>
<tr>
<td>2:45pm – 3:05pm</td>
<td>Global Security Operations Center, NFL Intelligence</td>
<td>King Ballroom (1-3)</td>
</tr>
<tr>
<td>3:05pm – 3:20pm</td>
<td>International Series Games</td>
<td>King Ballroom (1-3)</td>
</tr>
<tr>
<td>3:20pm – 3:30pm</td>
<td>Break</td>
<td></td>
</tr>
<tr>
<td>3:30pm – 4:15pm</td>
<td>Legalized Sports Betting and Integrity of the Game</td>
<td>King Ballroom (1-3)</td>
</tr>
<tr>
<td>4:15pm – 5:15pm</td>
<td>Quality Assurance Testing</td>
<td>King Ballroom (1-3)</td>
</tr>
<tr>
<td>5:15pm – 5:30pm</td>
<td>Wrap-Up</td>
<td>King Ballroom (1-3)</td>
</tr>
<tr>
<td>5:45pm – 8:00pm</td>
<td>Dinner</td>
<td>Garden Room (1-2)</td>
</tr>
</tbody>
</table>

## Thursday, June 27

<table>
<thead>
<tr>
<th>Time</th>
<th>Topic</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00am – 7:50am</td>
<td>Breakfast</td>
<td>Garden Room (1-2)</td>
</tr>
<tr>
<td>8:00am – 9:30am</td>
<td>Game Day Reporting: 24/7 and Evaluating Fan Experience</td>
<td>King Ballroom (1-3)</td>
</tr>
<tr>
<td>9:30am – 9:45am</td>
<td>Break</td>
<td></td>
</tr>
<tr>
<td>9:45am – 10:15am</td>
<td>Best Practices for Stadium Security Audits/Red Team Scoring</td>
<td>King Ballroom (1-3)</td>
</tr>
<tr>
<td>10:15am – 11:45am</td>
<td>Best Practices for Stadium Security 2019 Revisions and Updates</td>
<td>King Ballroom (1-3)</td>
</tr>
<tr>
<td>11:45am – 12:00pm</td>
<td>Cyber Best Practices</td>
<td>King Ballroom (1-3)</td>
</tr>
<tr>
<td>12:00pm – 12:50pm</td>
<td>Lunch</td>
<td>Garden Room (1-2)</td>
</tr>
<tr>
<td>1:00pm – 1:15pm</td>
<td>SAFETY Act Updates</td>
<td>King Ballroom (1-3)</td>
</tr>
<tr>
<td>1:15pm – 2:15pm</td>
<td>Drone/UAS – Legislation, testing, SB LII After Action</td>
<td>King Ballroom (1-3)</td>
</tr>
<tr>
<td>2:15pm – 3:15pm</td>
<td>Drone/Counter UAS Legal Update (Brendan Groves, ODAG &amp; Joseph W. Mazel, FBI OGC)</td>
<td>King Ballroom (1-3)</td>
</tr>
<tr>
<td>3:15pm – 3:30pm</td>
<td>Break</td>
<td></td>
</tr>
<tr>
<td>3:30pm – 5:00pm</td>
<td>Technology Update</td>
<td>King Ballroom (1-3)</td>
</tr>
</tbody>
</table>

## Friday, June 28

<table>
<thead>
<tr>
<th>Time</th>
<th>Topic</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00am – 7:50am</td>
<td>Breakfast</td>
<td>Garden Room (1-2)</td>
</tr>
<tr>
<td>8:00am – 9:00am</td>
<td>Gambling (Special Guest Presenter)</td>
<td>King Ballroom (1-3)</td>
</tr>
<tr>
<td>9:00am – 10:00am</td>
<td>Committee Reports</td>
<td>King Ballroom (1-3)</td>
</tr>
<tr>
<td>10:00am</td>
<td>Break to Closed Sessions/Discussions of Mutual Interest</td>
<td>Chart Will Be Provided</td>
</tr>
<tr>
<td>10:10am – 11:00am</td>
<td>Closed Sessions</td>
<td></td>
</tr>
<tr>
<td>11:00am</td>
<td>Break to Return to King Ballroom (1-3)</td>
<td></td>
</tr>
<tr>
<td>11:10am – 12:10pm</td>
<td>Closed Session Reports</td>
<td>King Ballroom (1-3)</td>
</tr>
<tr>
<td>12:10pm – 12:25pm</td>
<td>Closing Remarks</td>
<td>King Ballroom (1-3)</td>
</tr>
<tr>
<td>12:25pm – 2:00pm</td>
<td>Lunch Available (To Go Containers Will Be Provided for Those Airport-Bound)</td>
<td>Garden Room (1-2)</td>
</tr>
</tbody>
</table>
PAC 2020 – Fairline, LLC – Explanation

You have confirmed that Paul Outllette’s hire date should reflect 11/19/2019. His pre-assignment date shows on the records submitted as being completed on 1/3/2020. Please provide an explanation regarding why his pre-assignment completion was 45 days after hire.

I have verified through our scheduling app, WhenIWork and ADP that Paul was entered into ADP as an employee on 11/19/2019, but was not used until scheduled for pre-assignment training. His first shift was on December 14th, 2019 from 1500-0130. His first paycheck reflects and supports this. I can provide documentation of both items from WhenIWork and ADP if needed. Again, I apologize for not filling in that gap or adjusting the start to his first day.
Two employees, Denielle and Greg, received their preassignment training 23 days after hire. This is outstanding according to MN Statute 326.3361 subd. 2. Please provide an explanation to present to the Board regarding this issue.

I hired Denielle and Greg together as they both recently retired from law enforcement. I hired them officially before they worked any shifts for me as I had to wait for their backgrounds to come back from the BCA/FBI before they could do any work.
Below are pictures that were found during the background investigation of Redi Transports.

Transfer Locations Across America

REDI Transports provides behavioral health and prisoner transport services throughout the Midwest and beyond. For years, we’ve extradited from coast to coast providing incoming and outgoing transportation for those who normally reside in the Midwest. To see the various locations we have serviced, view our interactive map below.

Qualified & Licensed

All of our transport agents are licensed to carry firearms by the State of Wisconsin Professional Standards Board and are recognized in all 50 states and U.S. territories. Extradition agents use discreet tactics which follow TSA and FBI regulations for transporting fugitive detainees on commercial airlines.

Response from applicant, regarding information on Redi Transports’ website:

“Thank you for giving us the opportunity to respond to your questions. REDI Transports, formerly known as Wisconsin Lock and Load, has been in business since 2006. We obtained our agency license through the State of Wisconsin-Department of Safety and Professional Services on April 10, 2006. I have attached a copy of this license. In addition, all of our agents are recognized as private security persons and hold firearms permits, also issued by Wi DSPS. This permit allows them to carry their firearm into other states while performing their duty as a private security person under the direction and authority of the Sheriff who contracts with our business. The second picture you attached (Qualified & Licensed box) specifically points out that our agents hold licenses through the State of Wisconsin, though we do extradite from other states. The first picture that you attached is a heat map to illustrate that we extradite from all areas of the United States. The dots you see are the specific pick up locations we have been to. We have read all of the statutes for Minnesota and we are clear on the rules. We are not currently advertising for services in Minnesota, though we do travel into or through Minnesota for contracted work. Finally, we have not provided security or investigative services in Minnesota. We have provided transportation and escort services as part interstate commerce.”
July 21, 2020

The State of Minnesota Board of Private Detective and Protective Agent Services
Attn: Chairman Richard Hodsdon and Executive Director Greg Cook
1430 Maryland Avenue East
St. Paul, Minnesota 55106

Re: Pinkerton Consulting and Investigations, Inc.’s Application for a Corporate Protective Agent License

Dear Messrs. Hodsdon and Cook:

This firm represents Pinkerton Consulting and Investigations, Inc. (“Pinkerton”) with respect to Pinkerton’s application to the Board of Private Detective and Protective Agent Services (the “Board”) for a corporate protective agent license in the State of Minnesota. As you are aware, Pinkerton applied for a corporate protective agent license on April 3, 2019. That application remains under review by the Board. At the Board’s most recent meeting on June 30, 2020 and in correspondence with Pinkerton representatives in advance of that meeting, the Board, through Executive Director Cook, raised concerns regarding purported unauthorized activity – specifically, whether Pinkerton has engaged in protective agent services, as defined by Minnesota Statutes 326.338, Subdivision 4, without an appropriate license. Accordingly, in advance of the Board’s next meeting on July 28, 2020, Pinkerton wants to address the Board’s stated concerns, understanding that Pinkerton also intends to participate in this meeting in furtherance of its application.

Background:

Pinkerton is a leading provider of comprehensive risk management and security services, which range from an as-needed incident basis to a fully dedicated staffing option on a local or enterprise level. Many of Pinkerton’s clients maintain a physical presence and operations across numerous geographic regions and states. Due to the scale of these clients’ operations, Pinkerton often enters into master service contracts that contemplate the provision of security and other services across a broad range of client locations, including in Minnesota. The master service agreements expressly authorize Pinkerton to provide contemplated services directly or arrange for the provision of such services through an affiliate or subcontractor. When Pinkerton subcontracts for such services, Pinkerton is tasked with the obligation to ensure the provision of the contemplated
services consistent with the parties’ master service agreement, but Pinkerton is not required to actually perform the underlying security services itself.

With respect to its operations in Minnesota, Pinkerton has held a corporate private detective license for numerous years. (PDC License No. 840.) On behalf of its clients who require protective agent services in Minnesota, Pinkerton has arranged for the provision of such services exclusively through Minnesota-based subcontractors or affiliates who possess and maintain protective agent licenses duly issued by the Board.¹ Pinkerton has not itself engaged in or otherwise supplied any protective agent services, as defined by Minnesota Statutes 326.338, subd. 4, at any point in time since the Board began requiring dual licensing in 2014.² Pinkerton also has not utilized agents with licenses from other jurisdictions given Minnesota’s lack of reciprocity. Accordingly, Pinkerton has not engaged in unlicensed activity. Instead, Pinkerton has provided and will continue to provide opportunities to local Minnesota-based license holders to perform work for Pinkerton’s national clients to whom these license holders would not otherwise have been introduced.

Pinkerton nevertheless desires the flexibility to provide protective agent services directly through its own full and/or part-time employees. For those clients who require protective agent services in Minnesota, Pinkerton would employ Minnesota residents who maintain individual protective agent licenses issued by the Board. Accordingly, Pinkerton made the decision in April 2019 to seek a corporate protective agent license in Minnesota and therefore filed its application for such license to the Board.

**Legal Analysis:**

Minnesota Statutes section 326.3381, subd. 1 provides that “[n]o person shall engage in the business of private detective or protective agent, or advertise or indicate in any verbal statement or in written material that the person is so engaged or available to supply those services, without having first obtained a license as provided in sections 326.32 to 326.339.” Minnesota Statutes section 326.338, subd. 4, in turn, describes what it means to “engage in the business” of a protective agent, as follows:

---
¹ Pinkerton’s subcontractors for protective agent services in Minnesota include Elite Protective Services, Inc. (PAC License No. 222), Fairline, LLC (PAC License No. 2020), Private Eye Security, LLC (PAC License No. 1128), and Premier Security, Inc. (PAC License No. 255).

² See March 26, 2013 Board Meeting Minutes, where Executive Director Cook “noted that allowing private detective license holders to provide protective agent services was something that was allowed in the past by practice” and stated his “concern was for the private detectives that have built their business with being informed they could provide both types of services.”
A person who for a fee, reward, or other valuable consideration undertakes any of the following acts is considered to be engaged in the business of protective agent:

(1) providing guards, private patrol, or other security personnel to protect persons or their property or to prevent the theft, unlawful taking of goods, merchandise, or money, or to prevent the misappropriation or concealment of goods, merchandise, money, or other valuable things, or to procure the return of those things;

(2) physically responding to any alarm signal device, burglar alarm, television camera, still camera, or a mechanical or electronic device installed or used to prevent or detect burglary, theft, shoplifting, pilferage, losses, or other security measures;

(3) providing armored car services for the protection of persons or property;

(4) controlling motor traffic on public streets, roads, and highways for the purpose of escorting a funeral procession and oversized loads; or

(5) providing management and control of crowds for the purpose of safety and protection.

Minn. Stat. § 326.338, subd. 4(1)–(5). All of these services contemplate the actual provision of protective services, not the arrangement for and administration work associated with the performance of those services through other entities with corporate licenses and individuals with agent licenses.

Here, Pinkerton does not perform any of the enumerated services listed in Subdivision 4 in the State of Minnesota, and therefore has not engaged in unlicensed activity. Instead, all such security services are supplied directly by Minnesota licensed protective agency entities and their agents, after those agents are identified and vetted by Pinkerton to ensure that the particular licensed agents have the requisite skills, training, personnel, and resources to fit client needs.³ Neither the governing statutes nor

³ To the extent the Board has a concern about an isolated instance where an individual providing security services at a Menards’ location was recently photographed donning a Pinkerton jacket, such individual (who is not a Pinkerton employee) was not authorized, much less required, to wear garments bearing Pinkerton’s image, name, logo, or likeness. Pinkerton understands that the Board has not conducted an investigation into or made any findings associated with this instance. Regardless, the reality is that Pinkerton garments are widely available on the internet. Pinkerton nevertheless is actively investigating this issue and reviewing possible appropriate responsive measures, including issuing directives that all subcontractors and/or their employees are not authorized to wear any clothing or badges that indicate that they are employed by, or otherwise representatives of, Pinkerton.
administrative rules preclude an unlicensed party from arranging for the provision of protective agent services through a Minnesota licensed protective agent.

Moreover, the Board’s oversight and enforcement powers, as well as the Board’s policy goals of furthering public safety and consumer protection, are in no way subverted by this subcontracting process. In each instance, the license holder, as the party responsible for providing the protective agent services, already has been duly vetted by the Board, and the Board maintains jurisdiction over the license holder to ensure compliance with all governing statutes and administrative rules. Additionally, numerous Minnesota license holders have benefitted from Pinkerton’s client relationships, as these local license holders (who are performing and supplying the protective agent services) now have access to national and international client accounts because of their relationship with Pinkerton.

Finally, Pinkerton notes that the Board has previously approved license applicants in instances where the Board raised initial concerns of alleged unlicensed activity, and in some cases, even issued licenses despite findings of actual unlicensed activity. (See, e.g., September 29, 2015 Meeting Minutes, where Huffmaster Crises Response, LLC, which provides crises response services “all over the country[,]” was approved for licensure despite that Huffmaster’s proposed Minnesota Manager affirmed that his company, Talon Investigation, Ltd., a dual license holder, was “currently working security for Huffmaster” under Talon Investigation, Ltd.’s license; April 30 and May 28, 2013 Meeting Minutes, where Board approved ADC, Ltd.’s licensure application despite applicant’s admission that company had been performing investigations within the State of Minnesota; August 27, 2013 Meeting Minutes, where Board approved Neumann Protection and Consulting, LLC for a corporate protective agent license despite that applicant had been advertising and offering protective services prior to license being issued; June 26 and July 31, 2018 Meeting Minutes, where Board approved Strong Arm Protection, LLC for a corporate protective agent license despite that the applicant had, prior to license approval, advertised its security services, represented on its website that it was a licensed security service, and admitted that it understood its misrepresentations constituted a violation of law.) Understanding that Pinkerton does not believe that it has engaged in any unlicensed activity, we are enclosing copies of these meeting minutes for the Board’s convenience.

As set forth herein, Pinkerton has not engaged in any unlicensed activity in Minnesota, and Pinkerton is aware of no precedent that would preclude the kind of subcontracting to licensed corporate and individual agents where those licensed agents actually perform all of the services identified in Minnesota Statutes section 326.338, subd. 4(1)–(5) instead of Pinkerton. We also note that the Board previously has made clear that only the actual performance of licensed services triggers the one-year ban rule set forth in Section 326.3382, subd. 4. (See July 31, 2018 Meeting Minutes, where, with respect to the Board’s approval of Strong Arm Protection, LLC’s application, Chairman Hodsdon
stated that “the Statutes say advertising and performing the action are a crime, but the performing of the action is what carries the one year ban to re-apply.”) (emphasis added.) Here, the actual performance of protective agent services has been carried out solely by Minnesota license holders who have already been vetted by the Board. Accordingly, Pinkerton believes that there is no authority or policy justification to hold that Pinkerton has engaged in unlicensed activity to support the denial of its application.

We appreciate the Board’s continued consideration of Pinkerton’s application, and we hope this letter sufficiently addresses the Board’s concerns identified during its meeting of June 28, 2020. For the reasons outlined herein, Pinkerton requests that the Board approve its application. To the extent the Board or the Executive Director has additional questions, please let us know. Otherwise, we look forward to addressing any remaining issues at the upcoming July 28th Board meeting.

Sincerely,

s/ Katy Fodness
Katy Fodness
Counsel

cc: Joan Eichorst, Division Manager of Public Safety Division and Assistant Attorney General (via email only)
    Adam Bloomenstein (via email only)
MASTER VENDOR SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”) is made and entered into as of the Saturday, 23 February 2019 between Pinkerton Consulting & Investigations, Inc., having its principal offices at 101 North Main Street, Ann Arbor, MI 48104 (“Pinkerton”), and Elite Protective Services, Inc. having its principal offices at P.O. Box 117, New London, Minnesota, United States, (“Vendor”).

Pinkerton is interested in obtaining security and investigative services from Vendor and Vendor is interested in providing such services as may be mutually agreed upon by the parties. Now, therefore, the parties agree as follows:

1. SERVICES AND STATEMENTS OF WORK

1.1. Vendor shall furnish to Pinkerton security and investigative services as more fully defined in Exhibit A to this Agreement (“the Services”) and such other services as may be requested on an as-needed basis, upon written request, by Pinkerton. Exhibit A will include Vendors statement of agreed prices for the Services.

1.2. Each project to be performed by Vendor at Pinkerton’s request shall be described in a Statement of Work (defined in Section 1.3 below) that must be signed by both parties. Each Statement of Work, schedule or other deliverable will be subject to the terms of this Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and any Statement of Work, the terms of the Statement of Work will prevail. Pinkerton will not be required to compensate Vendor for any work not described in a Statement of Work signed by both parties.

1.3. “Statement of Work” means a document that typically includes: (i) the start date and scheduled completion date of a services project; (ii) a description of the Services to be performed by the Vendor and any deliverables to be provided in connection with the Services (the “Deliverables”); (iii) project milestones; (iv) the fees to be paid by Pinkerton for the Services and the Deliverables along with a payment schedule; and (v) such other information as may be agreed to by the parties.

1.4. Pinkerton may, at any time, by written notice to Vendor, request changes to a Statement of Work. Vendor will provide Pinkerton with an estimate of the impact, if any, of the requested change on payment terms, completion schedule and any other applicable provision of the Statement of Work. If the parties agree to such changes, a written amendment (“Change Authorization”) to the Statement of Work will be prepared for signature by both parties. No verbal agreement will have any effect until a Change Authorization is signed by both parties.

1.5. “Deliverables” mean any documents, products, reports, profiles, content or other information in whatever form or media to be delivered to Pinkerton in connection with its delivery of the Services.

1.6. “Purchase Order” means Pinkerton’s purchase order form to be issued in connection with any Statement of Work executed by the parties.
2. VENDOR RESPONSIBILITIES

2.1. Time is of the essence. Vendor shall meet the scheduled completion date and each milestone as defined in each Statement of Work, except in instances where a delay to the schedule is caused by Pinkerton. Vendor acknowledges that its failure to meet the completion date and milestones may significantly diminish the value of the Services and the Deliverables.

2.2. At all times during the term of this Agreement, upon request from Pinkerton and upon termination or expiration of this Agreement, Vendor shall provide immediately to Pinkerton the then-current version of any Deliverables in Vendor’s possession.

2.3. Unless otherwise agreed in the Statement of Work, Vendor will provide Pinkerton a report on a monthly basis in a form acceptable to Pinkerton which specifies, for each active project, the activities during the previous month on that project, the time spent to date and during the previous month on that project by each employee, agent of Vendor, Vendor’s current work plan for completion of that project and Vendor’s progress toward completion of that project. Vendor will provide more frequent status reports, upon the request of Pinkerton.

2.4. Vendor shall provide personnel who have the appropriate technical skills, training, and experience to perform the Services and produce the Deliverables. Prior to assigning any personnel to perform any obligation of Vendor under this Agreement, Vendor shall disclose to Pinkerton in writing the identity and qualifications of the same.

2.5. In the event any of Vendors contractors or employees is assigned to perform tasks for Pinkerton under this Agreement or any specific Statement of Work, Vendor agrees that Pinkerton may require the continued placement or removal of said employee or contractor at Pinkerton’s sole discretion.

2.6. Vendor agrees to provide the Services at the prices and costs as defined in Exhibit A during the term of this Agreement. Any changes to or alterations to the pricing for or the scope of services must be in writing and in accords with the requirements of Section 12.4.

2.7. Vendor warrants that all Services shall be performed (and all Deliverables produced) in a workmanlike manner and in strict accordance with the applicable description and requirements for such Services as set forth in the applicable Statement of Work, and in compliance with all applicable laws, ordinances, rules, and regulations.

2.7.1. Following receipt of the Deliverables, Pinkerton shall review the Services and Deliverables and evaluate whether they conform to the applicable specifications and requirements referred to in Section 2.5 above. Vendor shall cure any non-conformity, at Vendor’s expense, immediately following its receipt of written notice from Pinkerton.

2.8. Vendor agrees to defend, indemnify, and hold Pinkerton, its parent, subsidiaries or affiliates, including its directors, officers, employees, and agents harmless from and against all claims, demands, actions, losses and expenses (including reasonable attorney’s fees) arising from Vendor’s (i) negligence, (ii) willful misconduct, (iii) breach of this Agreement, or (iv) any claim that the Services and any deliverables resulting therefrom or the use thereof by Pinkerton infringe the intellectual property rights of any third party.
29. Vendor shall be responsible for ensuring that Vendor’s personnel obey all rules and regulations in effect at any client premises at which Vendor’s personnel perform Vendor’s obligations under this Agreement, including, without limitation, all security requirements and all reasonable instructions and directions issued by Pinkerton or Pinkerton’s client.

2.10. Vendor shall provide the Services in compliance with applicable federal, state or local law, regulations or guidance. Vendor certifies that it has in place reasonable procedures designed to comply with applicable federal, state or local law, regulations or guidance with respect to the Services provided under this Agreement. If applicable, including if Vendor is a furnisher of information about consumers to Pinkerton, Vendor certifies it will comply with the requirements of the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) (FCRA). Vendor acknowledges receipt of the Notice to Furnishers of Information: Obligations of Furnishers under the FCRA, attached as Exhibit C.

2.11. BACKGROUND CHECKS ON COMPANY PERSONNEL
2.11.1. Vendor shall, at its own expense: (i) to the extent permitted by Applicable Law conduct on any and all Vendor personnel selected by Vendor to work at any Pinkerton assignment location a pre-employment background check, including, without limitation, a public record criminal background check, civil litigation check, and appropriate drug testing/screening, prior to placing each such Guard at said Pinkerton location; and (ii) carefully interview, screen, and check the references each Guard. Vendor shall also have any and all personnel prospective personnel sign a consent form authorizing Pinkerton to conduct or have a third party conduct such pre-employment background checks. Notwithstanding anything herein to the contrary, Pinkerton reserves the right to determine, in its sole discretion, access and is admitted to perform services at Pinkerton assignments.

2.11.2. Vendor will not staff any Services under this Agreement with personnel that have criminal convictions.

2.11.3. Vendor agrees that it will at all times comply with any and all federal and state laws governing background checks, including, without limitation, the FCRA, the EU General Data Protection Regulation (GDPR) and any similar, applicable international state laws. Vendor further agrees to indemnify, defend (controlling such defense), and hold harmless Pinkerton from all losses, costs, damages, claims, and litigation expenses (including but not limited to court costs and reasonable attorneys’ fees incurred) resulting from issues related to any background checks and investigations performed by Vendor.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. If services include the delivery of Work Product, Vendor covenants and agrees that all right, title and interest in any findings, reports, inventions, writings, disclosures, discoveries, computer code, developments and improvements written, invented, made or conceived by Vendor in the course of or arising out of this Agreement (hereinafter referred to as “Work Product”) shall remain the sole and exclusive property of Pinkerton and shall be deemed a work made for hire. Vendor agrees to disclose all Work Product to Pinkerton and agrees to execute any instruments and to do all other things reasonably requested by Pinkerton (both during and after Vendor’s engagement by Pinkerton) in order to vest more fully in Pinkerton all ownership rights in Work Product.
32. Vendor shall not use Pinkerton’s name for any purpose without Pinkerton’s prior written permission or to release to the public any information relating to the work to be performed hereunder, or otherwise disclose or advertise that the Vendor has entered into this Agreement.

4. PAYMENT AND RECORDS

41. Pinkerton shall pay Vendor for the Services and Deliverables at the times and in the manner set forth in the Pinkerton Invoice Requirement attached hereto as Exhibit B. Pinkerton reserves the right to modify or change the Pinkerton Invoice Requirements at its sole discretion. Unless modified by a SOW signed by the Parties, each payment shall be due and payable thirty (30) days after receipt of a properly submitted invoice with a discount of 2% applied for payments made on or before net 15 days from receipt. Unless otherwise specifically agreed, Vendor shall be responsible for all of its expenses incurred by Vendor in connection with this Agreement. Vendor shall be solely responsible for withholding and payment of all federal, national, state and local income taxes, contributions for unemployment insurance, workers compensation insurance, and any other obligations as an employer with regard to wages and benefits for the employees of Vendor providing the Services.

42. Vendor shall keep and maintain complete and accurate records to support and document (i) all amounts payable to Vendor hereunder and (ii) Vendor’s conformity with its responsibilities under Section 2 above. Upon request from Pinkerton, Vendor shall provide to Pinkerton (or a representative designated by Pinkerton) access to such records for the purpose of auditing such records during normal business hours. Vendor shall retain all records required under this Section 4.2 for two (2) years after the expiration or termination of each project to which they pertain.

5. LIMITATION OF PINKERTON LIABILITY. Notwithstanding anything in this Agreement to the contrary, neither Pinkerton nor any of its affiliates, parents, subsidiaries or any of their respective shareholders, members, directors, managers, officers, employees, agents, attorneys, representatives, licensees, franchisees, successors or assigns (collectively, the “Pinkerton Related Parties”) shall be liable under any circumstances whatsoever to Vendor for lost profits, or incidental, special, consequential, indirect, exemplary or punitive damages, even if Vendor has been advised of the possibility of such damages. The limitation of liability provided for in the preceding sentence shall apply to any claim or cause whatsoever by Vendor arising under this Agreement or relating in any way to Vendor’s performance or failure to perform as required by this Agreement, whether such claim or cause is in contract, tort (including but not limited to negligence) or otherwise.

6. REMEDIES; ATTORNEYS’ FEES. Vendor acknowledges and agrees that in the event of any breach of this Agreement, Pinkerton would be irreparably harmed and without an adequate remedy at law. Accordingly, in the event of breach or threatened breach by Vendor of this Agreement, Pinkerton shall be entitled to immediate injunctive relief. The restrictions contained in this Agreement are reasonable and necessary to protect the legitimate business interests of Pinkerton. This provision does not prohibit or limit Pinkerton from pursuing any other legal or equitable remedies available to it, including damages, in the event of a breach or threatened breach by Vendor. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees, costs, and expenses, in addition to any other relief to which such prevailing party may be entitled.
7. TERM AND TERMINATION OF THIS AGREEMENT

7.1. The term of this Agreement shall commence on the date first set forth above and shall continue in effect until the completion, expiration or earlier termination of the last Statement of Work issued in connection herewith, or until terminated by either party as provided herein.

7.2. If either party commits a material breach of any provision of this Agreement, or such breach is not cured within a period of 30 days after the breaching party receives written notice of such breach, then the non-breaching party may immediately terminate this Agreement.

7.3. Either party may terminate this Agreement for any or no reason at any time by providing the other party hereunder with 30 days advance written notice of termination.

7.4. In addition, Pinkerton may terminate Services under any specific SOW, without cause and without terminating this Agreement, without penalty and without liability for damages as a result of such termination, by giving 30 days written notice of termination to Vendor. Upon termination of a SOW then in process, Pinkerton shall only be liable for payment of fees earned as a result of Services actually performed under such SOW prior to the date of termination.

7.5. The termination or expiration of this Agreement shall discharge any further obligations of either party hereto with respect to this Agreement; provided, however, that Sections 2.2, 2.8, 3.1, 5, 6, and 8 shall survive termination or expiration of the Agreement.

8. CONFIDENTIALITY

8.1. Vendor (i) shall use Confidential Information (as defined in Section 8.2 below) only in connection with Vendor’s performance of its obligations under a Statement of Work, and (ii) will not disclose Confidential Information to any third party without the express written permission of Pinkerton. Vendor shall be responsible and liable for any unauthorized disclosure, publication, or dissemination by any of Vendor’s employees, agents, or contractors of any Confidential Information.

8.2. “Confidential Information” means all information, whether in written, verbal, graphic, electronic or any other form, which is: (i) disclosed to Vendor by or on behalf of Pinkerton, or (ii) relates in any way to the subject matter of this Agreement or any Statement of Work. Confidential Information shall not include information which is or becomes publicly available without breach of (i) this Agreement, (ii) any other agreement or instrument to which Pinkerton is a party or a beneficiary, or (iii) any duty owed to Pinkerton by Vendor or any third party; provided, however, that Vendor hereby acknowledges and agrees that if Vendor shall seek to disclose, divulge, reveal, report, publish, transfer or use any Confidential information to any third party, Vendor shall bear the burden of proving that any such information shall have become publicly available without any such breach.

8.3. Vendor agrees to return all Confidential Information in Vendor’s possession or under Vendor’s control at the request of Pinkerton or, in the absence of such a request, upon the termination and/or expiration of this Agreement.
84. If Vendor is given access, whether on–site or through remote facilities, to any Pinkerton computer or electronic data storage system, Pinkerton owned or leased software or operating system (including but not limited to Eyesight) (“Pinkerton System”) in order for Vendor to accomplish the work called for in a Statement of Work, Vendor shall limit such access and use solely to perform work within the scope of such Statement of Work and will not attempt to access any computer system, electronic file, software or other electronic services other than those specifically required to accomplish the work required under such Statement of Work. Vendor shall limit such access to those of its employees with an express requirement to have such access in connection with this Agreement or the Statement of Work, shall advise Pinkerton in writing of the name of each such employee who will be granted such access, and shall strictly follow all Pinkerton’s security rules and procedures for use of Pinkerton’s electronic resources. All user identification numbers and passwords disclosed to Vendor and any information obtained by Vendor as a result of Vendor’s access to, and use of, Pinkerton’s computer and electronic storage systems shall be deemed to be, and shall be treated as, Pinkerton Confidential Information under applicable provisions of this Agreement. Vendor shall cooperate with Pinkerton in the investigation of any apparent unauthorized access by Vendor to Pinkerton’s computer or electronic data storage systems or unauthorized release of Pinkerton Confidential Information by Vendor.

85. Any data or information obtained by Vendor, whether incorporated into as Deliverable or not, from the use of any Pinkerton System shall be deemed Pinkerton Confidential Information and shall be owned by and become the sole property of Pinkerton. Vendor shall not obtain any right or license to use the Pinkerton System or use or retain Pinkerton Confidential Information by execution of this Agreement.

9. ANTI-TERRORISM LAWS. Neither you nor, to your knowledge your company, any joint venture, subsidiary or affiliate: (i) is in violation in any material respects of any United States law relating to terrorism, sanctions or money laundering (“Anti-Terrorism Laws”), including the United States Executive Order 13224 on Terrorist Financing (“Anti-Terrorism Order”) and the Patriot Act; (ii) is listed in the annex to, or is otherwise subject to the provisions of, the Anti-Terrorism Order; (iii) is owned or controlled by, or acting for or on behalf of, any person listed in the annex to or is otherwise subject to the provisions of the Anti-Terrorism Order; (iv) commits, threatens or conspires to commit or supports “terrorism” as defined in the Anti-Terrorism Order; or (v) is named as a “specially designated national and blocked person” in the most current list published by the Office of Foreign Assets Control (“OFAC”), Department of the Treasury and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation.

10. LEGAL COMPLIANCE

101. Vendor agrees to comply with all applicable laws in providing the Services, and to provide the Services to the extent permitted under applicable law or regulations.

102. Vendor agrees to conduct him or herself in a professional and courteous manner while performing contractual assignments for PINKERTON and not engage in illegal or unethical means in obtaining the information.

103. Vendor certifies that he or she possesses any country or local business, private investigator or other licenses required to fulfill the Services as stated under this Agreement. This
includes any required registrations with data protection authorities where Vendor is operating or Processing Personal Data.

10.4. Vendor specifically acknowledges that the provisions of the U.S. Foreign Corrupt Practices Act (15 U.S.C. § 78dd-1, et seq.) (FCPA), as amended from time to time, and other applicable laws and regulations related to corruption and bribery (collectively, the “Antibribery Laws”) each applies to this Agreement. The Parties represent to one another that it has not violated or is in violation of any provision of the Antibribery Laws. No Party nor any other person associated with or acting on behalf of such Party, including, without limitation, any director, officer, agent, employee or affiliate of such Party shall (i) violate, or cause the other Party to violate, the Antibribery Laws in the performance of this Agreement; (ii) take any unlawful action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any “foreign official” (as such term is defined in the FCPA); (iii) make any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (iv) use any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity. Each Party has instituted and maintains policies and procedures designed to ensure compliance therewith.

10.4.1. Notwithstanding anything to the contrary contained herein, Company may terminate this Agreement with immediate effect upon any actual or threatened breach by Vendor of the preceding paragraph. No notice or cure period shall apply to such termination.

10.4.2. Vendor shall execute an annual certification, in form and content acceptable to the Company in its sole discretion, stating that the Vendor has not engaged in any conduct that violates the Anti-bribery Laws, or any other applicable laws, nor is it aware of any such conduct. In addition to any other inspection rights hereunder, Company shall have the right, upon one day’s notice, to audit and analyze all records, policies, and practices of the Vendor related to compliance with Anti-bribery Laws compliance provisions of this Agreement. In case of any ambiguity or an act of suspicion under this Anti-bribery Laws compliance requirement, we recommend you report the incident on http://www.securitashotline.com or call us on 800-574-8637.

10.4.3. Vendor represents and warrants that none of it, its officers, directors, agents or employees, is a person or entity that is, or is owned or controlled by persons or entities that are (i) the subject or target of any Sanctions (defined below); (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions; or (iii) acting on behalf of, or at the direction of, a person or entity that is the subject or target of any Sanctions. As used herein, the term “Sanctions” means, the economic sanctions and embargoes administered or enforced by the United States Department of the Treasury’s Office of Foreign Assets Control, U.S. Department of State, United Nations Security Council or other relevant sanctions authority.

10.4.4. Vendor represents and warrants that it, its officers, directors, agents and employees, conducts all business in compliance with the Sanctions in each country in which they operate, and have obtained and maintained all relevant and required licenses under the Sanctions. Further, Vendor represents and warrants that none of it, its officers, directors, agents or employees (i) deals in, otherwise engages in any transaction related to, any property or interests in property blocked pursuant to any Sanctions; or (ii) engages in or conspiries to
engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Sanctions.

10.4.5. IMPORTANT: Pinkerton is committed to integrity and an ethical code of business conduct and is fully governed by the FCPA. Application of this law is extended to all our business patrons and in case of any ambiguity or an act of suspicion, we recommend you report the incident on http://www.pinkertonhotline.com or call us on 800-574-8637.

10.5 General Data Protection Regulation. If Vendor, in performing its obligations under this Agreement, will or could involve the processing of personal data of persons within the EU or are EU citizens and that is protected by the EU General Data Protection Regulation 2016/679, then the provisions of Exhibit A attached to this Agreement, will govern the obligations of the parties with respect to such information.

11. NON-COMPETITION AND NON-SOLICITATION. Vendor covenant and agrees that, during the term of this Agreement and for twelve (12) months after the termination thereof, regardless of the reason for the termination, Vendor will not, directly or indirectly, provide the same or substantially the same Services, or solicit or attempt to solicit Services from any entity or individual with whom Vendor has either performed Services under this Agreement or any Statement of Work, or has had any other Material Contact during the two (2) years preceding the termination of this Agreement.

12. GENERAL

12.1. Notice: All notices and demands hereunder shall be in writing and shall be deemed to have been given upon delivery if delivered by hand, or upon dispatch if sent by first class mail, nationally recognized overnight courier, or fax (confirmation required), to the address as follows:

To Pinkerton:
Pinkerton Consulting and Investigations, Inc.
Attn: __________________________________________

With a copy mailed to:
Pinkerton General Counsel 101 N
Main St. Suite 300 Ann Arbor MI
48104

To: Vendor
_________________________________________________
_________________________________________________
_________________________________________________

12.2. Governing Law and Jurisdiction: This Agreement shall be construed and enforced under the laws of State of Michigan unless otherwise specified. All legal proceedings that may be brought between the parties in connection with this Agreement shall be brought only in the state courts located
within Washtenaw County, Michigan or the federal courts located within the State of Michigan, and each party hereby irrevocably consents to the jurisdiction of such courts.

123. Entire Agreement: This Agreement, including all Exhibits attached hereto, constitutes the entire Agreement, understanding, and representation, expressed or implied, between the Pinkerton and Vendor with respect to the Services and the Deliverables and supersedes all prior conduct and communications both oral and written related to the subject matter hereof.

124. No Amendments/No Waiver: No modifications or amendments to this Agreement or any waiver of any terms or conditions hereof shall be effective unless put in writing and signed by both parties.

125. No Assignment or Subcontracting: Vendor may not assign any of its right or responsibilities under this Agreement to any third party without the prior written consent of Pinkerton. Vendor may not subcontract, hire or ask any person or entity to perform, other than an employee of Vendor, any Service or other obligation under this Agreement without the prior written consent of Pinkerton.

126. Independent Contractor: Notwithstanding anything to the contrary in Section 2.5, Vendor and Pinkerton agree that the Vendor is an independent contractor and not an employee, partner, or agent of Pinkerton. Accordingly, Pinkerton shall provide direction to Vendor only to the extent of the objectives or end result of a desired activity or project. Vendor shall not be required to work specific hours on any particular activity or project, nor is it required or expected that Vendor shall perform services hereunder on a full-time basis, it being understood that Vendor may have other employment by other clients during the term hereof. Pinkerton will therefore have no liability for federal or state income tax withholding, FICA, or other taxes related to Vendor or the performance of Services hereunder. Vendor shall be solely responsible for paying all required taxes (such as withholding, FICA and other similar taxes). If any claim is made by any taxing authority, or if settlement or compromise is made, Vendor shall indemnify and hold Pinkerton harmless against such liability and against any associated costs incurred by Pinkerton (including costs for attorneys’ fees).

127. Insurance: Vendor shall at its own expense, secure and maintain in force during the term of this Agreement: (1) Comprehensive General Liability insurance in an amount not less than not less than One Million Dollars ($1,000,000.00) in the aggregate, naming Pinkerton upon its request, as an Additional Insured including without limitation, Independent Contractor's Protective Liability Insurance with limits equal to those specified for the Comprehensive General Liability Insurance if any work hereunder is subcontracted (Such subcontractor(s) shall be required to carry Workers' Compensation Insurance within statutorily required limits). Such policies of insurance set forth above shall be in a form and in an amount with companies satisfactory to Pinkerton and shall provide for thirty (30) days written notice to Pinkerton prior to cancellation or material change to the policies. If requested, Company shall provide Pinkerton with certificates of insurance evidencing the foregoing prior to performing the Services hereunder.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their duly authorized representatives.

PINKERTON CONSULTING & INVESTIGATIONS, INC.

By: ____________________________

Typed Name: ______________________

Title: ______________________________

Elite Protective Services, Inc.

By: ____________________________

Typed Name: Kevin Eckhoff

Title: VP of Operations
EXHIBIT B

PINKERTON INVOICE REQUIREMENTS

The invoicing requirements of Pinkerton are subject to both statutory and mandatory internal regulations. This entails that all suppliers to Pinkerton shall ensure to have a Matter number (Project number) issued by Pinkerton before initiation of a service. In the event a matter number has not been issued, the supplier shall obtain a written confirmation from Pinkerton that the order is approved. Matter number will be project specific and will be provided by the Pinkerton contact at the time of ordering the service. Invoices that are missing or incorrectly referencing matter number will be rejected and sent back to the supplier for correction.

To ensure an efficient handling of invoices and credit in a compliant manner, all invoices and credit notes must be original documents (account statement/aging schedules are not acceptable) and on company letterhead and must contain the following information:

- Supplier name (legal name) and remit-to address
- Supplier ID issued by Pinkerton
- Invoice Date
- Invoice Number – must be unique
- Total Amount Due (amount should always be in USD & breakdown of unit/hourly price wherever applicable and it must agree with the price mentioned in the contract)
- Matter Number
- Name of Pinkerton Contact ordering the services
- Description of Services – location/time period including all supporting documentation
- Sales Tax (where applicable) – Any sales tax amount being charged must be shown as a separate line on the invoice

PAYMENT TERMS

Except for Disputed Amounts, payment shall be made by Pinkerton to Supplier on a net fifteen (15) days basis after receipt of a correct and undisputed invoice(s), with a corresponding two percent (2%) discount on the invoiced amount of the Service Fees or, alternatively, net thirty (30) days after receipt of correct and undisputed invoice(s), with no discount on the invoiced amount of the Service Fees. If the invoice date is different than the invoice submission date, Pinkerton will treat invoice submission date as the final date for the discount.

REJECTED INVOICES

Invoices which do not meet the outlined invoice requirements will be returned to the supplier with a notice stating the reason(s) for rejection. It is supplier’s responsibility to re-submit the invoice with proper information in a timely manner. The rejected invoice should be re-submitted within 15 days from date of rejection. Updated invoice received post the 15 day deadline will be rejected.

INVOICE SUBMISSION TIMING

Supplier should submit the invoice for payment within 15 days of service delivery/completion of project. Invoices received post 15 days may be rejected.
SUBMITTING AN INVOICE

All invoices must be sent (emailed) directly to Pinkerton’s Accounts Payable department at Accounts.Payable@pinkerton.com with the person who ordered the services on copy.

- Acceptable document type is only PDF
- All required invoice details (as per the invoice requirements) must be recorded on the invoice. Do not include any invoice specific information in the body of the email itself as it will not be referred to.

Should you have any questions concerning the above requirements please contact the Accounts Payable department at Accounts.Payable@pinkerton.com.

We acknowledge these requirements and guidelines and do hereby demonstrate our complete understanding and agreement to abide by these guidelines by affixing our signature and the date below.

Signature

Name: Kevin Eckhoff
Company Name: Elite Protective Services, Inc.
Date: 02/23/2019
Addendum to Vendor Agreement
Regulation (EU) 2016/679
General Data Protection Regulation (GDPR)

This Addendum to the Vendor Agreement (the “Agreement”) dated 02/23/2019 entered into between Pinkerton Consulting & Investigations, Inc. (“Pinkerton”) and Elite Protective Services, Inc. (“Vendor”) is hereby amended as of the date of last signature below (the “Effective Date”).

1. The parties to this Addendum acknowledge that during the term of the Agreement Pinkerton (as the processor) may ask Vendor (as the sub-processor) to process Personal Data (defined in Section 2 below) for background screening purposes related to Pinkerton employees and applicants for employment.

2. “Personal Data” means any information relating to an identified or identifiable individual who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, psychological, genetic, mental, economic, cultural or social identity of that natural person.

3. Pinkerton processes Pinkerton Personal Data (i) as part and for the performance of a Pinkerton agreement; (ii) in accordance with the Pinkerton agreement and applicable data protection legislation and guidance; and (iii) on behalf of and under the instructions of the Pinkerton. The parties acknowledge that as data protection legislation becomes effective or changes, modifications to the Agreement may become necessary to address country specific data protection legislation.

4. Vendor shall process Pinkerton Personal Data only on instructions from Pinkerton, unless otherwise required to by applicable law.

5. Vendor shall inform Pinkerton of any intended changes concerning the addition or replacement of subcontractors having access to Pinkerton Personal Data processed on behalf of Pinkerton (“Sub-processors”). Pinkerton may, upon on a reasonable basis, object to Vendor’s use of a new Sub-processor and will inform Vendor of such in writing. Where Vendor engages a Sub-processor to carry out specific processing activities on behalf of Pinkerton Personal Data, the same data protection obligations as set out in this Addendum shall be imposed on the Sub-processor by way of a contract or other legal act under applicable law.

6. Vendor, and anyone authorized to process Pinkerton Personal Data on behalf of Vendor pursuant to the Agreement shall commit to maintaining the confidentiality of such Personal Data.

7. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Vendor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk related to Personal Data.

8. Taking into account the nature of the processing, Vendor will assist Pinkerton or Pinkerton’s Pinkertons, insofar as this is possible, for the fulfillment of their obligations to respond to requests
by data subjects exercising their right of access, rectification and erasure, restriction of processing, and data portability as described in Chapter III (Articles 12-23) of the GDPR.

9. At the choice of Pinkerton, or Pinkerton’s Pinkerton, Vendor agrees to delete or return all Pinkerton Personal Data in its possession to Pinkerton after the end of the provision of data processing services, or upon expiry of the Agreement, and delete copies unless Vendor is otherwise required by law to maintain the data.

10. Vendor shall make available to Pinkerton all information necessary to demonstrate compliance with the obligations laid down pursuant to Article 28 of the GDPR and allow for audits, including inspections, conducted by Pinkerton or an agent of Pinkerton.

11. Vendor shall maintain a record of all categories of processing activities carried out on behalf of Pinkerton Pinkertons, containing (i) the name and contact details of Vendor and any Sub-processors, and, where applicable, of the parties representative, and the data protection officer; (ii) the categories of processing carried out on behalf of Pinkerton Pinkertons; (iii) where applicable, transfers of Personal Data to a third country or an international organization, including the identification of that third country or international organization; (iv) where possible, a general description of the technical and organizational security measures to ensure a level of security appropriate to the risk.

12. In the event that a data protection authority requests information on Vendor having access to Pinkerton Personal Data processed on behalf of Pinkerton, Vendor shall assist Pinkerton in complying with such request.

13. Vendor shall not use nor disclose Pinkerton Personal Data and any other information collected for purposes other than those authorized under the Agreement.

14. Vendor shall inform Pinkerton without undue delay, but no later than 24 hours, of any unauthorized access to Pinkerton Personal Data or any other breach of security that could potentially affect the confidentiality of Pinkerton Personal Data and provide Pinkerton with all necessary documentation as to the breach in order for Pinkerton to comply with its statutory or other security breach notification obligations, as applicable. Vendor will take reasonable measures to mitigate this breach and to prevent similar breaches from further occurrence in the future.

15. The parties agree that any transfers of Personal Data outside the European Union (EU), the European Economic Area (EEA) and Switzerland will be consistent with the EU-U.S. Privacy Shield or Swiss-U.S. Privacy Shield frameworks (“Privacy Shield”) unless the parties agree otherwise. Accordingly, for such transfers of Personal Data Vendor certifies that it is Privacy Shield certified with the U.S. Department of Commerce’s International Trade Administration and that it will maintain its certification in current status. If Vendor is no longer Privacy Shield certified it must notify Pinkerton immediately.

16. In the event of any conflict or inconsistency between the terms of the Agreement and this Addendum, the terms of the Addendum will prevail.
IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives.

PINKERTON CONSULTING & INVESTIGATIONS, INC.

By: _____________________________

Typed Name: _______________________

Title: _____________________________

Date: _____________________________

Elite Protective Services, Inc.

By: [Signature]

Typed Name: Kevin Eckhoff

Title: VP of Operations

Date: 02/23/2019
MASTER VENDOR SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”) is made and entered into as of the Tuesday, 19 March 2019 between Pinkerton Consulting & Investigations, Inc., having its principal offices at 101 North Main Street, Ann Arbor, MI 48104 (“Pinkerton”), and Fairline having its principal offices at 229 1st Ave NE, Osseo, Minnesota, United States, (“Vendor”).

Pinkerton is interested in obtaining security and investigative services from Vendor and Vendor is interested in providing such services as may be mutually agreed upon by the parties. Now, therefore, the parties agree as follows:

1. SERVICES AND STATEMENTS OF WORK

1.1. Vendor shall furnish to Pinkerton security and investigative services as more fully defined in Exhibit A to this Agreement (“the Services”) and such other services as may be requested on an as-needed basis, upon written request, by Pinkerton. Exhibit A will include Vendors statement of agreed prices for the Services.

1.2. Each project to be performed by Vendor at Pinkerton’s request shall be described in a Statement of Work (defined in Section 1.3 below) that must be signed by both parties. Each Statement of Work, schedule or other deliverable will be subject to the terms of this Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and any Statement of Work, the terms of the Statement of Work will prevail. Pinkerton will not be required to compensate Vendor for any work not described in a Statement of Work signed by both parties.

1.3. “Statement of Work” means a document that typically includes: (i) the start date and scheduled completion date of a services project; (ii) a description of the Services to be performed by the Vendor and any deliverables to be provided in connection with the Services (the “Deliverables”); (iii) project milestones; (iv) the fees to be paid by Pinkerton for the Services and the Deliverables along with a payment schedule; and (v) such other information as may be agreed to by the parties.

1.4. Pinkerton may, at any time, by written notice to Vendor, request changes to a Statement of Work. Vendor will provide Pinkerton with an estimate of the impact, if any, of the requested change on payment terms, completion schedule and any other applicable provision of the Statement of Work. If the parties agree to such changes, a written amendment (“Change Authorization”) to the Statement of Work will be prepared for signature by both parties. No verbal agreement will have any effect until a Change Authorization is signed by both parties.

1.5. “Deliverables” mean any documents, products, reports, profiles, content or other information in whatever form or media to be delivered to Pinkerton in connection with its delivery of the Services.

1.6. “Purchase Order” means Pinkerton’s purchase order form to be issued in connection with any Statement of Work executed by the parties.
2. VENDOR RESPONSIBILITIES

21. Time is of the essence. Vendor shall meet the scheduled completion date and each milestone as defined in each Statement of Work, except in instances where a delay to the schedule is caused by Pinkerton. Vendor acknowledges that its failure to meet the completion date and milestones may significantly diminish the value of the Services and the Deliverables.

22. At all times during the term of this Agreement, upon request from Pinkerton and upon termination or expiration of this Agreement, Vendor shall provide immediately to Pinkerton the then-current version of any Deliverables in Vendor’s possession.

23. Unless otherwise agreed in the Statement of Work, Vendor will provide Pinkerton a report on a monthly basis in a form acceptable to Pinkerton which specifies, for each active project, the activities during the previous month on that project, the time spent to date and during the previous month on that project by each employee, agent of Vendor, Vendor’s current work plan for completion of that project and Vendor’s progress toward completion of that project. Vendor will provide more frequent status reports, upon the request of Pinkerton.

24. Vendor shall provide personnel who have the appropriate technical skills, training, and experience to perform the Services and produce the Deliverables. Prior to assigning any personnel to perform any obligation of Vendor under this Agreement, Vendor shall disclose to Pinkerton in writing the identity and qualifications of the same.

25. In the event any of Vendors contractors or employees is assigned to perform tasks for Pinkerton under this Agreement or any specific Statement of Work, Vendor agrees that Pinkerton may require the continued placement or removal of said employee or contractor at Pinkerton’s sole discretion.

26. Vendor agrees to provide the Services at the prices and costs as defined in Exhibit A during the term of this Agreement. Any changes to or alterations to the pricing for or the scope of services must be in writing and in accords with the requirements of Section 12.4.

27. Vendor warrants that all Services shall be performed (and all Deliverables produced) in a workmanlike manner and in strict accordance with the applicable description and requirements for such Services as set forth in the applicable Statement of Work, and in compliance with all applicable laws, ordinances, rules, and regulations.

2.7.1. Following receipt of the Deliverables, Pinkerton shall review the Services and Deliverables and evaluate whether they conform to the applicable specifications and requirements referred to in Section 2.5 above. Vendor shall cure any non-conformity, at Vendor’s expense, immediately following its receipt of written notice from Pinkerton.

28. Vendor agrees to defend, indemnify, and hold Pinkerton, its parent, subsidiaries or affiliates, including its directors, officers, employees, and agents harmless from and against all claims, demands, actions, losses and expenses (including reasonable attorney’s fees) arising from Vendor’s (i) negligence, (ii) willful misconduct, (iii) breach of this Agreement, or (iv) any claim that the Services and any deliverables resulting therefrom or the use thereof by Pinkerton infringe the intellectual property rights of any third party.
29. Vendor shall be responsible for ensuring that Vendor’s personnel obey all rules and regulations in effect at any client premises at which Vendor’s personnel perform Vendor’s obligations under this Agreement, including, without limitation, all security requirements and all reasonable instructions and directions issued by Pinkerton or Pinkerton’s client.

2.10. Vendor shall provide the Services in compliance with applicable federal, state or local law, regulations or guidance. Vendor certifies that it has in place reasonable procedures designed to comply with applicable federal, state or local law, regulations or guidance with respect to the Services provided under this Agreement. If applicable, including if Vendor is a furnisher of information about consumers to Pinkerton, Vendor certifies it will comply with the requirements of the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) (FCRA). Vendor acknowledges receipt of the Notice to Furnishers of Information: Obligations of Furnishers under the FCRA, attached as Exhibit C.

2.11. BACKGROUND CHECKS ON COMPANY PERSONNEL

2.11.1. Vendor shall, at its own expense: (i) to the extent permitted by Applicable Law conduct on any and all Vendor personnel selected by Vendor to work at any Pinkerton assignment location a pre-employment background check, including, without limitation, a public record criminal background check, civil litigation check, and appropriate drug testing/screening, prior to placing each such Guard at said Pinkerton location; and (ii) carefully interview, screen, and check the references each Guard. Vendor shall also have any and all personnel prospective personnel sign a consent form authorizing Pinkerton to conduct or have a third party conduct such pre-employment background checks. Notwithstanding anything herein to the contrary, Pinkerton reserves the right to determine, in its sole discretion, access and is admitted to perform services at Pinkerton assignments.

2.11.2. Vendor will not staff any Services under this Agreement with personnel that have criminal convictions.

2.11.3. Vendor agrees that it will at all times comply with any and all federal and state laws governing background checks, including, without limitation, the FCRA, the EU General Data Protection Regulation (GDPR) and any similar, applicable international state laws. Vendor further agrees to indemnify, defend (controlling such defense), and hold harmless Pinkerton from all losses, costs, damages, claims, and litigation expenses (including but not limited to court costs and reasonable attorneys’ fees incurred) resulting from issues related to any background checks and investigations performed by Vendor.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. If services include the delivery of Work Product, Vendor covenants and agrees that all right, title and interest in any findings, reports, inventions, writings, disclosures, discoveries, computer code, developments and improvements written, invented, made or conceived by Vendor in the course of or arising out of this Agreement (hereinafter referred to as “Work Product”) shall remain the sole and exclusive property of Pinkerton and shall be deemed a work made for hire. Vendor agrees to disclose all Work Product to Pinkerton and agrees to execute any instruments and to do all other things reasonably requested by Pinkerton (both during and after Vendor’s engagement by Pinkerton) in order to vest more fully in Pinkerton all ownership rights in Work Product.
32. Vendor shall not use Pinkerton’s name for any purpose without Pinkerton’s prior written permission or to release to the public any information relating to the work to be performed hereunder, or otherwise disclose or advertise that the Vendor has entered into this Agreement.

4. PAYMENT AND RECORDS

41. Pinkerton shall pay Vendor for the Services and Deliverables at the times and in the manner set forth in the Pinkerton Invoice Requirement attached hereto as Exhibit B. Pinkerton reserves the right to modify or change the Pinkerton Invoice Requirements at its sole discretion. Unless modified by a SOW signed by the Parties, each payment shall be due and payable thirty (30) days after receipt of a properly submitted invoice with a discount of 2% applied for payments made on or before net 15 days from receipt. Unless otherwise specifically agreed, Vendor shall be responsible for all of its expenses incurred by Vendor in connection with this Agreement. Vendor shall be solely responsible for withholding and payment of all federal, national, state and local income taxes, contributions for unemployment insurance, workers compensation insurance, and any other obligations as an employer with regard to wages and benefits for the employees of Vendor providing the Services.

42. Vendor shall keep and maintain complete and accurate records to support and document (i) all amounts payable to Vendor hereunder and (ii) Vendor’s conformity with its responsibilities under Section 2 above. Upon request from Pinkerton, Vendor shall provide to Pinkerton (or a representative designated by Pinkerton) access to such records for the purpose of auditing such records during normal business hours. Vendor shall retain all records required under this Section 4.2 for two (2) years after the expiration or termination of each project to which they pertain.

5. LIMITATION OF PINKERTON LIABILITY. Notwithstanding anything in this Agreement to the contrary, neither Pinkerton nor any of its affiliates, parents, subsidiaries or any of their respective shareholders, members, directors, managers, officers, employees, agents, attorneys, representatives, licensees, franchisees, successors or assigns (collectively, the “Pinkerton Related Parties”) shall be liable under any circumstances whatsoever to Vendor for lost profits, or incidental, special, consequential, indirect, exemplary or punitive damages, even if Vendor has been advised of the possibility of such damages. The limitation of liability provided for in the preceding sentence shall apply to any claim or cause whatsoever by Vendor arising under this Agreement or relating in any way to Vendor’s performance or failure to perform as required by this Agreement, whether such claim or cause is in contract, tort (including but not limited to negligence) or otherwise.

6. REMEDIES; ATTORNEYS’ FEES. Vendor acknowledges and agrees that in the event of any breach of this Agreement, Pinkerton would be irreparably harmed and without an adequate remedy at law. Accordingly, in the event of breach or threatened breach by Vendor of this Agreement, Pinkerton shall be entitled to immediate injunctive relief. The restrictions contained in this Agreement are reasonable and necessary to protect the legitimate business interests of Pinkerton. This provision does not prohibit or limit Pinkerton from pursuing any other legal or equitable remedies available to it, including damages, in the event of a breach or threatened breach by Vendor. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees, costs, and expenses, in addition to any other relief to which such prevailing party may be entitled.
7. TERM AND TERMINATION OF THIS AGREEMENT

7.1. The term of this Agreement shall commence on the date first set forth above and shall continue in effect until the completion, expiration or earlier termination of the last Statement of Work issued in connection herewith, or until terminated by either party as provided herein.

7.2. If either party commits a material breach of any provision of this Agreement, or such breach is not cured within a period of 30 days after the breaching party receives written notice of such breach, then the non-breaching party may immediately terminate this Agreement.

7.3. Either party may terminate this Agreement for any or no reason at any time by providing the other party hereunder with 30 days advance written notice of termination.

7.4. In addition, Pinkerton may terminate Services under any specific SOW, without cause and without terminating this Agreement, without penalty and without liability for damages as a result of such termination, by giving 30 days written notice of termination to Vendor. Upon termination of a SOW then in process, Pinkerton shall only be liable for payment of fees earned as a result of Services actually performed under such SOW prior to the date of termination.

7.5. The termination or expiration of this Agreement shall discharge any further obligations of either party hereto with respect to this Agreement; provided, however, that Sections 2.2, 2.8, 3.1, 5, 6, and 8 shall survive termination or expiration of the Agreement.

8. CONFIDENTIALITY

8.1. Vendor (i) shall use Confidential Information (as defined in Section 8.2 below) only in connection with Vendor’s performance of its obligations under a Statement of Work, and (ii) will not disclose Confidential Information to any third party without the express written permission of Pinkerton. Vendor shall be responsible and liable for any unauthorized disclosure, publication, or dissemination by any of Vendor’s employees, agents, or contractors of any Confidential Information.

8.2. “Confidential Information” means all information, whether in written, verbal, graphic, electronic or any other form, which is: (i) disclosed to Vendor by or on behalf of Pinkerton, or (ii) relates in any way to the subject matter of this Agreement or any Statement of Work. Confidential Information shall not include information which is or becomes publicly available without breach of (i) this Agreement, (ii) any other agreement or instrument to which Pinkerton is a party or a beneficiary, or (iii) any duty owed to Pinkerton by Vendor or any third party; provided, however, that Vendor hereby acknowledges and agrees that if Vendor shall seek to disclose, divulge, reveal, report, publish, transfer or use any Confidential information to any third party, Vendor shall bear the burden of proving that any such information shall have become publicly available without any such breach.

8.3. Vendor agrees to return all Confidential Information in Vendor’s possession or under Vendor’s control at the request of Pinkerton or, in the absence of such a request, upon the termination and/or expiration of this Agreement.
84. If Vendor is given access, whether on-site or through remote facilities, to any Pinkerton computer or electronic data storage system, Pinkerton owned or leased software or operating system (including but not limited to Eyesight) (“Pinkerton System”) in order for Vendor to accomplish the work called for in a Statement of Work, Vendor shall limit such access and use solely to perform work within the scope of such Statement of Work and will not attempt to access any computer system, electronic file, software or other electronic services other than those specifically required to accomplish the work required under such Statement of Work. Vendor shall limit such access to those of its employees with an express requirement to have such access in connection with this Agreement or the Statement of Work, shall advise Pinkerton in writing of the name of each such employee who will be granted such access, and shall strictly follow all Pinkerton’s security rules and procedures for use of Pinkerton’s electronic resources. All user identification numbers and passwords disclosed to Vendor and any information obtained by Vendor as a result of Vendor’s access to, and use of, Pinkerton’s computer and electronic storage systems shall be deemed to be, and shall be treated as, Pinkerton Confidential Information under applicable provisions of this Agreement. Vendor shall cooperate with Pinkerton in the investigation of any apparent unauthorized access by Vendor to Pinkerton’s computer or electronic data storage systems or unauthorized release of Pinkerton Confidential Information by Vendor.

85. Any data or information obtained by Vendor, whether incorporated into as Deliverable or not, from the use of any Pinkerton System shall be deemed Pinkerton Confidential Information and shall be owned by and become the sole property of Pinkerton. Vendor shall not obtain any right or license to use the Pinkerton System or use or retain Pinkerton Confidential Information by execution of this Agreement.

9. ANTI-TERRORISM LAWS. Neither you nor, to your knowledge your company, any joint venture, subsidiary or affiliate: (i) is in violation in any material respects of any United States law relating to terrorism, sanctions or money laundering (“Anti-Terrorism Laws”), including the United States Executive Order 13224 on Terrorist Financing (“Anti-Terrorism Order”) and the Patriot Act; (ii) is listed in the annex to, or is otherwise subject to the provisions of, the Anti-Terrorism Order; (iii) is owned or controlled by, or acting for or on behalf of, any person listed in the annex to or is otherwise subject to the provisions of the Anti-Terrorism Order; (iv) commits, threatens or conspires to commit or supports “terrorism” as defined in the Anti-Terrorism Order; or (v) is named as a “specially designated national and blocked person” in the most current list published by the Office of Foreign Assets Control (“OFAC”), Department of the Treasury and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation.

10. LEGAL COMPLIANCE

101. Vendor agrees to comply with all applicable laws in providing the Services, and to provide the Services to the extent permitted under applicable law or regulations.

102. Vendor agrees to conduct him or herself in a professional and courteous manner while performing contractual assignments for PINKERTON and not engage in illegal or unethical means in obtaining the information.

103. Vendor certifies that he or she possesses any country or local business, private investigator or other licenses required to fulfill the Services as stated under this Agreement. This
includes any required registrations with data protection authorities where Vendor is operating or Processing Personal Data.

10.4. Vendor specifically acknowledges that the provisions of the U.S. Foreign Corrupt Practices Act (15 U.S.C. § 78dd-1, et seq.) (FCPA), as amended from time to time, and other applicable laws and regulations related to corruption and bribery (collectively, the “Antibribery Laws”) each applies to this Agreement. The Parties represent to one another that it has not violated or is in violation of any provision of the Antibribery Laws. No Party nor any other person associated with or acting on behalf of such Party, including, without limitation, any director, officer, agent, employee or affiliate of such Party shall (i) violate, or cause the other Party to violate, the Antibribery Laws in the performance of this Agreement; (ii) take any unlawful action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any “foreign official” (as such term is defined in the FCPA); (iii) make any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (iv) use any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity. Each Party has instituted and maintains policies and procedures designed to ensure compliance therewith.

10.4.1. Notwithstanding anything to the contrary contained herein, Company may terminate this Agreement with immediate effect upon any actual or threatened breach by Vendor of the preceding paragraph. No notice or cure period shall apply to such termination.

10.4.2. Vendor shall execute an annual certification, in form and content acceptable to the Company in its sole discretion, stating that the Vendor has not engaged in any conduct that violates the Anti-bribery Laws, or any other applicable laws, nor is it aware of any such conduct. In addition to any other inspection rights hereunder, Company shall have the right, upon one day’s notice, to audit and analyze all records, policies, and practices of the Vendor related to compliance with Anti-bribery Laws compliance provisions of this Agreement. In case of any ambiguity or an act of suspicion under this Anti-bribery Laws compliance requirement, we recommend you report the incident on http://www.securitashotline.com or call us on 800-574-8637.

10.4.3. Vendor represents and warrants that none of it, its officers, directors, agents or employees, is a person or entity that is, or is owned or controlled by persons or entities that are (i) the subject or target of any Sanctions (defined below); (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions; or (iii) acting on behalf of, or at the direction of, a person or entity that is the subject or target of any Sanctions. As used herein, the term “Sanctions” means, the economic sanctions and embargoes administered or enforced by the United States Department of the Treasury’s Office of Foreign Assets Control, U.S. Department of State, United Nations Security Council or other relevant sanctions authority.

10.4.4. Vendor represents and warrants that it, its officers, directors, agents and employees, conducts all business in compliance with the Sanctions in each country in which they operate, and have obtained and maintained all relevant and required licenses under the Sanctions. Further, Vendor represents and warrants that none of it, its officers, directors, agents or employees (i) deals in, otherwise engages in any transaction related to, any property or interests in property blocked pursuant to any Sanctions; or (ii) engages in or conspires to
engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Sanctions.

10.4.5. **IMPORTANT:** Pinkerton is committed to integrity and an ethical code of business conduct and is fully governed by the FCPA. Application of this law is extended to all our business patrons and in case of any ambiguity or an act of suspicion, we recommend you report the incident on [http://www.pinkertonhotline.com](http://www.pinkertonhotline.com) or call us on 800-574-8637.

10.5 **General Data Protection Regulation.** If Vendor, in performing its obligations under this Agreement, will or could involve the processing of personal data of persons within the EU or are EU citizens and that is protected by the EU General Data Protection Regulation 2016/679, then the provisions of Exhibit A attached to this Agreement, will govern the obligations of the parties with respect to such information.

11. **NON-COMPETITION AND NON-SOLICITATION.** Vendor covenant and agrees that, during the term of this Agreement and for twelve (12) months after the termination thereof, regardless of the reason for the termination, Vendor will not, directly or indirectly, provide the same or substantially the same Services, or solicit or attempt to solicit Services from any entity or individual with whom Vendor has either performed Services under this Agreement or any Statement of Work, or has had any other Material Contact during the two (2) years preceding the termination of this Agreement.

12. **GENERAL**

12.1. Notice: All notices and demands hereunder shall be in writing and shall be deemed to have been given upon delivery if delivered by hand, or upon dispatch if sent by first class mail, nationally recognized overnight courier, or fax (confirmation required), to the address as follows:

To Pinkerton:
Pinkerton Consulting and Investigations, Inc.
Attn: ________________________________

With a copy mailed to:
Pinkerton General Counsel 101 N Main St. Suite 300 Ann Arbor MI 48104

To: Vendor
_______________________________

12.2. **Governing Law and Jurisdiction:** This Agreement shall be construed and enforced under the laws of State of Michigan unless otherwise specified. All legal proceedings that may be brought between the parties in connection with this Agreement shall be brought only in the state courts located
within Washtenaw County, Michigan or the federal courts located within the State of Michigan, and each party hereby irrevocably consents to the jurisdiction of such courts.

123. Entire Agreement: This Agreement, including all Exhibits attached hereto, constitutes the entire Agreement, understanding, and representation, expressed or implied, between the Pinkerton and Vendor with respect to the Services and the Deliverables and supersedes all prior conduct and communications both oral and written related to the subject matter hereof.

124. No Amendments/No Waiver: No modifications or amendments to this Agreement or any waiver of any terms or conditions hereof shall be effective unless put in writing and signed by both parties.

125. No Assignment or Subcontracting: Vendor may not assign any of its right or responsibilities under this Agreement to any third party without the prior written consent of Pinkerton. Vendor may not subcontract, hire or ask any person or entity to perform, other than an employee of Vendor, any Service or other obligation under this Agreement without the prior written consent of Pinkerton.

126. Independent Contractor: Notwithstanding anything to the contrary in Section 2.5, Vendor and Pinkerton agree that the Vendor is an independent contractor and not an employee, partner, or agent of Pinkerton. Accordingly, Pinkerton shall provide direction to Vendor only to the extent of the objectives or end result of a desired activity or project. Vendor shall not be required to work specific hours on any particular activity or project, nor is it required or expected that Vendor shall perform services hereunder on a full-time basis, it being understood that Vendor may have other employment by other clients during the term hereof. Pinkerton will therefore have no liability for federal or state income tax withholding, FICA, or other taxes related to Vendor or the performance of Services hereunder. Vendor shall be solely responsible for paying all required taxes (such as withholding, FICA and other similar taxes). If any claim is made by any taxing authority, or if settlement or compromise is made, Vendor shall indemnify and hold Pinkerton harmless against such liability and against any associated costs incurred by Pinkerton (including costs for attorneys’ fees).

127. Insurance: Vendor shall at its own expense, secure and maintain in force during the term of this Agreement: (1) Comprehensive General Liability insurance in an amount not less than not less than One Million Dollars ($1,000,000.00) in the aggregate, naming Pinkerton upon its request, as an Additional Insured including without limitation, Independent Contractor's Protective Liability Insurance with limits equal to those specified for the Comprehensive General Liability Insurance if any work hereunder is subcontracted (Such subcontractor(s) shall be required to carry Workers' Compensation Insurance within statutorily required limits). Such policies of insurance set forth above shall be in a form and in an amount with companies satisfactory to Pinkerton and shall provide for thirty (30) days written notice to Pinkerton prior to cancellation or material change to the policies. If requested, Company shall provide Pinkerton with certificates of insurance evidencing the foregoing prior to performing the Services hereunder.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their duly authorized representatives.

PINKERTON CONSULTING & INVESTIGATIONS, INC.

By: __________________________

Typed Name: ____________________

Title: __________________________

Fairline

By: __________________________

Typed Name: Austin Seman

Title: CEO
EXHIBIT B

PINKERTON INVOICE REQUIREMENTS

The invoicing requirements of Pinkerton are subject to both statutory and mandatory internal regulations. This entails that all suppliers to Pinkerton shall ensure to have a Matter number (Project number) issued by Pinkerton before initiation of a service. In the event a matter number has not been issued, the supplier shall obtain a written confirmation from Pinkerton that the order is approved. Matter number will be project specific and will be provided by the Pinkerton contact at the time of ordering the service. Invoices that are missing or incorrectly referencing matter number will be rejected and sent back to the supplier for correction.

To ensure an efficient handling of invoices and credit in a compliant manner, all invoices and credit notes must be original documents (account statement/aging schedules are not acceptable) and on company letterhead and must contain the following information:

- Supplier name (legal name) and remit-to address
- Supplier ID issued by Pinkerton
- Invoice Date
- Invoice Number – must be unique
- Total Amount Due (amount should always be in USD & breakdown of unit/hourly price wherever applicable and it must agree with the price mentioned in the contract)
- Matter Number
- Name of Pinkerton Contact ordering the services
- Description of Services – location/time period including all supporting documentation
- Sales Tax (where applicable) – Any sales tax amount being charged must be shown as a separate line on the invoice

PAYMENT TERMS

Except for Disputed Amounts, payment shall be made by Pinkerton to Supplier on a net fifteen (15) days basis after receipt of a correct and undisputed invoice(s), with a corresponding two percent (2%) discount on the invoiced amount of the Service Fees or, alternatively, net thirty (30) days after receipt of correct and undisputed invoice(s), with no discount on the invoiced amount of the Service Fees. If the invoice date is different than the invoice submission date, Pinkerton will treat invoice submission date as the final date for the discount.

REJECTED INVOICES

Invoices which do not meet the outlined invoice requirements will be returned to the supplier with a notice stating the reason(s) for rejection. It is supplier’s responsibility to re-submit the invoice with proper information in a timely manner. The rejected invoice should be re-submitted within 15 days from date of rejection. Updated invoice received post the 15 day deadline will be rejected.

INVOICE SUBMISSION TIMING

Supplier should submit the invoice for payment within 15 days of service delivery/completion of project. Invoices received post 15 days may be rejected.
SUBMITTING AN INVOICE

All invoices must be sent (emailed) directly to Pinkerton’s Accounts Payable department at Accounts.Payable@pinkerton.com with the person who ordered the services on copy.

- Acceptable document type is only PDF
- All required invoice details (as per the invoice requirements) must be recorded on the invoice. Do not include any invoice specific information in the body of the email itself as it will not be referred to.

Should you have any questions concerning the above requirements please contact the Accounts Payable department at Accounts.Payable@pinkerton.com.

We acknowledge these requirements and guidelines and do hereby demonstrate our complete understanding and agreement to abide by these guidelines by affixing our signature and the date below.

Signature

Name: Austin Seman
Company Name: Fairline
Date: 03/19/2019
Addendum to Vendor Agreement
Regulation (EU) 2016/679
General Data Protection Regulation (GDPR)

This Addendum to the Vendor Agreement (the “Agreement”) dated 03/19/2019 entered into between Pinkerton Consulting & Investigations, Inc. (“Pinkerton”) and Fairline (“Vendor”) is hereby amended as of the date of last signature below (the “Effective Date”).

1. The parties to this Addendum acknowledge that during the term of the Agreement Pinkerton (as the processor) may ask Vendor (as the sub-processor) to process Personal Data (defined in Section 2 below) for background screening purposes related to Pinkerton employees and applicants for employment.

2. “Personal Data” means any information relating to an identified or identifiable individual who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, psychological, genetic, mental, economic, cultural or social identity of that natural person.

3. Pinkerton processes Pinkerton Personal Data (i) as part and for the performance of a Pinkerton agreement; (ii) in accordance with the Pinkerton agreement and applicable data protection legislation and guidance; and (iii) on behalf of and under the instructions of the Pinkerton. The parties acknowledge that as data protection legislation becomes effective or changes, modifications to the Agreement may become necessary to address country specific data protection legislation.

4. Vendor shall process Pinkerton Personal Data only on instructions from Pinkerton, unless otherwise required to by applicable law.

5. Vendor shall inform Pinkerton of any intended changes concerning the addition or replacement of subcontractors having access to Pinkerton Personal Data processed on behalf of Pinkerton (“Sub-processors”). Pinkerton may, upon on a reasonable basis, object to Vendor’s use of a new Sub-processor and will inform Vendor of such in writing. Where Vendor engages a Sub-processor to carry out specific processing activities on behalf of Pinkerton Personal Data, the same data protection obligations as set out in this Addendum shall be imposed on the Sub-processor by way of a contract or other legal act under applicable law.

6. Vendor, and anyone authorized to process Pinkerton Personal Data on behalf of Vendor pursuant to the Agreement shall commit to maintaining the confidentiality of such Personal Data.

7. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Vendor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk related to Personal Data.

8. Taking into account the nature of the processing, Vendor will assist Pinkerton or Pinkerton’s Pinkertons, insofar as this is possible, for the fulfillment of their obligations to respond to requests
by data subjects exercising their right of access, rectification and erasure, restriction of processing, and data portability as described in Chapter III (Articles 12-23) of the GDPR.

9. At the choice of Pinkerton, or Pinkerton’s Pinkerton, Vendor agrees to delete or return all Pinkerton Personal Data in its possession to Pinkerton after the end of the provision of data processing services, or upon expiry of the Agreement, and delete copies unless Vendor is otherwise required by law to maintain the data.

10. Vendor shall make available to Pinkerton all information necessary to demonstrate compliance with the obligations laid down pursuant to Article 28 of the GDPR and allow for audits, including inspections, conducted by Pinkerton or an agent of Pinkerton.

11. Vendor shall maintain a record of all categories of processing activities carried out on behalf of Pinkerton Pinkertons, containing (i) the name and contact details of Vendor and any Sub-processors, and, where applicable, of the parties representative, and the data protection officer; (ii) the categories of processing carried out on behalf of Pinkerton Pinkertons; (iii) where applicable, transfers of Personal Data to a third country or an international organization, including the identification of that third country or international organization; (iv) where possible, a general description of the technical and organizational security measures to ensure a level of security appropriate to the risk.

12. In the event that a data protection authority requests information on Vendor having access to Pinkerton Personal Data processed on behalf of Pinkerton, Vendor shall assist Pinkerton in complying with such request.

13. Vendor shall not use nor disclose Pinkerton Personal Data and any other information collected for purposes other than those authorized under the Agreement.

14. Vendor shall inform Pinkerton without undue delay, but no later than 24 hours, of any unauthorized access to Pinkerton Personal Data or any other breach of security that could potentially affect the confidentiality of Pinkerton Personal Data and provide Pinkerton with all necessary documentation as to the breach in order for Pinkerton to comply with its statutory or other security breach notification obligations, as applicable. Vendor will take reasonable measures to mitigate this breach and to prevent similar breaches from further occurrence in the future.

15. The parties agree that any transfers of Personal Data outside the European Union (EU), the European Economic Area (EEA) and Switzerland will be consistent with the EU-U.S. Privacy Shield or Swiss-U.S. Privacy Shield frameworks (“Privacy Shield”) unless the parties agree otherwise. Accordingly, for such transfers of Personal Data Vendor certifies that it is Privacy Shield certified with the U.S. Department of Commerce’s International Trade Administration and that it will maintain its certification in current status. If Vendor is no longer Privacy Shield certified it must notify Pinkerton immediately.

16. In the event of any conflict or inconsistency between the terms of the Agreement and this Addendum, the terms of the Addendum will prevail.
IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives.

PINKERTON CONSULTING & INVESTIGATIONS, INC.

By: ____________________________

Typed Name: ____________________________

Title: ____________________________

Date: ____________________________

Fairline

By: [Signature]

Typed Name: Austin Seman

Title: CEO

Date: 03/19/2019
This Master Services Agreement (this “Agreement”) is made and entered into as of the Wednesday, 6 March 2019 between Pinkerton Consulting & Investigations, Inc., having its principal offices at 101 North Main Street, Ann Arbor, MI 48104 (“Pinkerton”), and Premier Security, Inc. having its principal offices at [Address] (“Vendor”).

Pinkerton is interested in obtaining security and investigative services from Vendor and Vendor is interested in providing such services as may be mutually agreed upon by the parties. Now, therefore, the parties agree as follows:

1. SERVICES AND STATEMENTS OF WORK

1.1. Vendor shall furnish to Pinkerton security and investigative services as more fully defined in Exhibit A to this Agreement (“the Services”) and such other services as may be requested on an as-needed basis, upon written request, by Pinkerton. Exhibit A will include Vendors statement of agreed prices for the Services.

1.2. Each project to be performed by Vendor at Pinkerton’s request shall be described in a Statement of Work (defined in Section 1.3 below) that must be signed by both parties. Each Statement of Work, schedule or other deliverable will be subject to the terms of this Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and any Statement of Work, the terms of the Statement of Work will prevail. Pinkerton will not be required to compensate Vendor for any work not described in a Statement of Work signed by both parties.

1.3. “Statement of Work” means a document that typically includes: (i) the start date and scheduled completion date of a services project; (ii) a description of the Services to be performed by the Vendor and any deliverables to be provided in connection with the Services (the “Deliverables”); (iii) project milestones; (iv) the fees to be paid by Pinkerton for the Services and the Deliverables along with a payment schedule; and (v) such other information as may be agreed to by the parties.

1.4. Pinkerton may, at any time, by written notice to Vendor, request changes to a Statement of Work. Vendor will provide Pinkerton with an estimate of the impact, if any, of the requested change on payment terms, completion schedule and any other applicable provision of the Statement of Work. If the parties agree to such changes, a written amendment (“Change Authorization”) to the Statement of Work will be prepared for signature by both parties. No verbal agreement will have any effect until a Change Authorization is signed by both parties.

1.5. “Deliverables” mean any documents, products, reports, profiles, content or other information in whatever form or media to be delivered to Pinkerton in connection with its delivery of the Services.

1.6. “Purchase Order” means Pinkerton’s purchase order form to be issued in connection with any Statement of Work executed by the parties.
2. VENDOR RESPONSIBILITIES

21. Time is of the essence. Vendor shall meet the scheduled completion date and each milestone as defined in each Statement of Work, except in instances where a delay to the schedule is caused by Pinkerton. Vendor acknowledges that its failure to meet the completion date and milestones may significantly diminish the value of the Services and the Deliverables.

22. At all times during the term of this Agreement, upon request from Pinkerton and upon termination or expiration of this Agreement, Vendor shall provide immediately to Pinkerton the then-current version of any Deliverables in Vendor’s possession.

23. Unless otherwise agreed in the Statement of Work, Vendor will provide Pinkerton a report on a monthly basis in a form acceptable to Pinkerton which specifies, for each active project, the activities during the previous month on that project, the time spent to date and during the previous month on that project by each employee, agent of Vendor, Vendor’s current work plan for completion of that project and Vendor’s progress toward completion of that project. Vendor will provide more frequent status reports, upon the request of Pinkerton.

24. Vendor shall provide personnel who have the appropriate technical skills, training, and experience to perform the Services and produce the Deliverables. Prior to assigning any personnel to perform any obligation of Vendor under this Agreement, Vendor shall disclose to Pinkerton in writing the identity and qualifications of the same.

25. In the event any of Vendors contractors or employees is assigned to perform tasks for Pinkerton under this Agreement or any specific Statement of Work, Vendor agrees that Pinkerton may require the continued placement or removal of said employee or contractor at Pinkerton’s sole discretion.

26. Vendor agrees to provide the Services at the prices and costs as defined in Exhibit A during the term of this Agreement. Any changes to or alterations to the pricing for or the scope of services must be in writing and in accords with the requirements of Section 12.4.

27. Vendor warrants that all Services shall be performed (and all Deliverables produced) in a workmanlike manner and in strict accordance with the applicable description and requirements for such Services as set forth in the applicable Statement of Work, and in compliance with all applicable laws, ordinances, rules, and regulations.

2.7.1. Following receipt of the Deliverables, Pinkerton shall review the Services and Deliverables and evaluate whether they conform to the applicable specifications and requirements referred to in Section 2.5 above. Vendor shall cure any non-conformity, at Vendor’s expense, immediately following its receipt of written notice from Pinkerton.

28. Vendor agrees to defend, indemnify, and hold Pinkerton, its parent, subsidiaries or affiliates, including its directors, officers, employees, and agents harmless from and against all claims, demands, actions, losses and expenses (including reasonable attorney’s fees) arising from Vendor’s (i) negligence, (ii) willful misconduct, (iii) breach of this Agreement, or (iv) any claim that the Services and any deliverables resulting therefrom or the use thereof by Pinkerton infringe the intellectual property rights of any third party.
29. Vendor shall be responsible for ensuring that Vendor’s personnel obey all rules and regulations in
effect at any client premises at which Vendor’s personnel perform Vendor’s obligations under this
Agreement, including, without limitation, all security requirements and all reasonable instructions
and directions issued by Pinkerton or Pinkerton’s client.

2.10. Vendor shall provide the Services in compliance with applicable federal, state or local law,
regulations or guidance. Vendor certifies that it has in place reasonable procedures designed to
comply with applicable federal, state or local law, regulations or guidance with respect to the Services
provided under this Agreement. If applicable, including if Vendor is a furnisher of information about
consumers to Pinkerton, Vendor certifies it will comply with the requirements of the Fair Credit
Reporting Act (15 U.S.C. § 1681 et seq.) (FCRA). Vendor acknowledges receipt of the Notice to
Furnishers of Information: Obligations of Furnishers under the FCRA, attached as Exhibit C.

2.11. BACKGROUND CHECKS ON COMPANY PERSONNEL

2.11.1. Vendor shall, at its own expense: (i) to the extent permitted by Applicable Law conduct on
any and all Vendor personnel selected by Vendor to work at any Pinkerton assignment location a
pre-employment background check, including, without limitation, a public record criminal
background check, civil litigation check, and appropriate drug testing/screening, prior to placing
each such Guard at said Pinkerton location; and (ii) carefully interview, screen, and check the
references each Guard. Vendor shall also have any and all personnel prospective personnel sign
a consent form authorizing Pinkerton to conduct or have a third party conduct such pre-
employment background checks. Notwithstanding anything herein to the contrary, Pinkerton
reserves the right to determine, in its sole discretion, access and is admitted to perform services
at Pinkerton assignments.

2.11.2. Vendor will not staff any Services under this Agreement with personnel that have criminal
convictions.

2.11.3. Vendor agrees that it will at all times comply with any and all federal and state laws
governing background checks, including, without limitation, the FCRA, the EU General Data
Protection Regulation (GDPR) and any similar, applicable international state laws. Vendor
further agrees to indemnify, defend (controlling such defense), and hold harmless Pinkerton
from all losses, costs, damages, claims, and litigation expenses (including but not limited to
court costs and reasonable attorneys’ fees incurred) resulting from issues related to any
background checks and investigations performed by Vendor.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. If services include the delivery of Work Product, Vendor covenants and agrees that all right, title
and interest in any findings, reports, inventions, writings, disclosures, discoveries, computer code,
developments and improvements written, invented, made or conceived by Vendor in the course of
or arising out of this Agreement (hereinafter referred to as “Work Product”) shall remain the sole
and exclusive property of Pinkerton and shall be deemed a work made for hire. Vendor agrees to
disclose all Work Product to Pinkerton and agrees to execute any instruments and to do all other
things reasonably requested by Pinkerton (both during and after Vendor’s engagement by
Pinkerton) in order to vest more fully in Pinkerton all ownership rights in Work Product.
32. Vendor shall not use Pinkerton’s name for any purpose without Pinkerton’s prior written permission or to release to the public any information relating to the work to be performed hereunder, or otherwise disclose or advertise that the Vendor has entered into this Agreement.

4. PAYMENT AND RECORDS

41. Pinkerton shall pay Vendor for the Services and Deliverables at the times and in the manner set forth in the Pinkerton Invoice Requirement attached hereto as Exhibit B. Pinkerton reserves the right to modify or change the Pinkerton Invoice Requirements at its sole discretion. Unless modified by a SOW signed by the Parties, each payment shall be due and payable thirty (30) days after receipt of a properly submitted invoice with a discount of 2% applied for payments made on or before net 15 days from receipt. Unless otherwise specifically agreed, Vendor shall be responsible for all of its expenses incurred by Vendor in connection with this Agreement. Vendor shall be solely responsible for withholding and payment of all federal, national, state and local income taxes, contributions for unemployment insurance, workers compensation insurance, and any other obligations as an employer with regard to wages and benefits for the employees of Vendor providing the Services.

42. Vendor shall keep and maintain complete and accurate records to support and document (i) all amounts payable to Vendor hereunder and (ii) Vendor’s conformity with its responsibilities under Section 2 above. Upon request from Pinkerton, Vendor shall provide to Pinkerton (or a representative designated by Pinkerton) access to such records for the purpose of auditing such records during normal business hours. Vendor shall retain all records required under this Section 4.2 for two (2) years after the expiration or termination of each project to which they pertain.

5. LIMITATION OF PINKERTON LIABILITY. Notwithstanding anything in this Agreement to the contrary, neither Pinkerton nor any of its affiliates, parents, subsidiaries or any of their respective shareholders, members, directors, managers, officers, employees, agents, attorneys, representatives, licensees, franchisees, successors or assigns (collectively, the “Pinkerton Related Parties”) shall be liable under any circumstances whatsoever to Vendor for lost profits, or incidental, special, consequential, indirect, exemplary or punitive damages, even if Vendor has been advised of the possibility of such damages. The limitation of liability provided for in the preceding sentence shall apply to any claim or cause whatsoever by Vendor arising under this Agreement or relating in any way to Vendor’s performance or failure to perform as required by this Agreement, whether such claim or cause is in contract, tort (including but not limited to negligence) or otherwise.

6. REMEDIES; ATTORNEYS’ FEES. Vendor acknowledges and agrees that in the event of any breach of this Agreement, Pinkerton would be irreparably harmed and without an adequate remedy at law. Accordingly, in the event of breach or threatened breach by Vendor of this Agreement, Pinkerton shall be entitled to immediate injunctive relief. The restrictions contained in this Agreement are reasonable and necessary to protect the legitimate business interests of Pinkerton. This provision does not prohibit or limit Pinkerton from pursuing any other legal or equitable remedies available to it, including damages, in the event of a breach or threatened breach by Vendor. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees, costs, and expenses, in addition to any other relief to which such prevailing party may be entitled.
7. TERM AND TERMINATION OF THIS AGREEMENT

7.1. The term of this Agreement shall commence on the date first set forth above and shall continue in effect until the completion, expiration or earlier termination of the last Statement of Work issued in connection herewith, or until terminated by either party as provided herein.

7.2. If either party commits a material breach of any provision of this Agreement, or such breach is not cured within a period of 30 days after the breaching party receives written notice of such breach, then the non-breaching party may immediately terminate this Agreement.

7.3. Either party may terminate this Agreement for any or no reason at any time by providing the other party hereunder with 30 days advance written notice of termination.

7.4. In addition, Pinkerton may terminate Services under any specific SOW, without cause and without terminating this Agreement, without penalty and without liability for damages as a result of such termination, by giving 30 days written notice of termination to Vendor. Upon termination of a SOW then in process, Pinkerton shall only be liable for payment of fees earned as a result of Services actually performed under such SOW prior to the date of termination.

7.5. The termination or expiration of this Agreement shall discharge any further obligations of either party hereto with respect to this Agreement; provided, however, that Sections 2.2, 2.8, 3.1, 5, 6, and 8 shall survive termination or expiration of the Agreement.

8. CONFIDENTIALITY

8.1. Vendor (i) shall use Confidential Information (as defined in Section 8.2 below) only in connection with Vendor’s performance of its obligations under a Statement of Work, and (ii) will not disclose Confidential Information to any third party without the express written permission of Pinkerton. Vendor shall be responsible and liable for any unauthorized disclosure, publication, or dissemination by any of Vendor’s employees, agents, or contractors of any Confidential Information.

8.2. “Confidential Information” means all information, whether in written, verbal, graphic, electronic or any other form, which is: (i) disclosed to Vendor by or on behalf of Pinkerton, or (ii) relates in any way to the subject matter of this Agreement or any Statement of Work. Confidential Information shall not include information which is or becomes publicly available without breach of (i) this Agreement, (ii) any other agreement or instrument to which Pinkerton is a party or a beneficiary, or (iii) any duty owed to Pinkerton by Vendor or any third party; provided, however, that Vendor hereby acknowledges and agrees that if Vendor shall seek to disclose, divulge, reveal, report, publish, transfer or use any Confidential information to any third party, Vendor shall bear the burden of proving that any such information shall have become publicly available without any such breach.

8.3. Vendor agrees to return all Confidential Information in Vendor’s possession or under Vendor’s control at the request of Pinkerton or, in the absence of such a request, upon the termination and/or expiration of this Agreement.
84. If Vendor is given access, whether on-site or through remote facilities, to any Pinkerton computer or electronic data storage system, Pinkerton owned or leased software or operating system (including but not limited to Eyesight) (“Pinkerton System”) in order for Vendor to accomplish the work called for in a Statement of Work, Vendor shall limit such access and use solely to perform work within the scope of such Statement of Work and will not attempt to access any computer system, electronic file, software or other electronic services other than those specifically required to accomplish the work required under such Statement of Work. Vendor shall limit such access to those of its employees with an express requirement to have such access in connection with this Agreement or the Statement of Work, shall advise Pinkerton in writing of the name of each such employee who will be granted such access, and shall strictly follow all Pinkerton’s security rules and procedures for use of Pinkerton’s electronic resources. All user identification numbers and passwords disclosed to Vendor and any information obtained by Vendor as a result of Vendor’s access to, and use of, Pinkerton’s computer and electronic storage systems shall be deemed to, and shall be treated as, Pinkerton Confidential Information under applicable provisions of this Agreement. Vendor shall cooperate with Pinkerton in the investigation of any apparent unauthorized access by Vendor to Pinkerton’s computer or electronic data storage systems or unauthorized release of Pinkerton Confidential Information by Vendor.

85. Any data or information obtained by Vendor, whether incorporated into as Deliverable or not, from the use of any Pinkerton System shall be deemed Pinkerton Confidential Information and shall be owned by and become the sole property of Pinkerton. Vendor shall not obtain any right or license to use the Pinkerton System or use or retain Pinkerton Confidential Information by execution of this Agreement.

9. ANTI-TERRORISM LAWS. Neither you nor, to your knowledge your company, any joint venture, subsidiary or affiliate: (i) is in violation in any material respects of any United States law relating to terrorism, sanctions or money laundering (“Anti-Terrorism Laws”), including the United States Executive Order 13224 on Terrorist Financing (“Anti-Terrorism Order”) and the Patriot Act; (ii) is listed in the annex to, or is otherwise subject to the provisions of, the Anti-Terrorism Order; (iii) is owned or controlled by, or acting for or on behalf of, any person listed in the annex to or is otherwise subject to the provisions of the Anti-Terrorism Order; (iv) commits, threatens or conspires to commit or supports “terrorism” as defined in the Anti-Terrorism Order; or (v) is named as a “specially designated national and blocked person” in the most current list published by the Office of Foreign Assets Control (“OFAC”), Department of the Treasury and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation.

10. LEGAL COMPLIANCE

10.1. Vendor agrees to comply with all applicable laws in providing the Services, and to provide the Services to the extent permitted under applicable law or regulations.

10.2. Vendor agrees to conduct him or herself in a professional and courteous manner while performing contractual assignments for PINKERTON and not engage in illegal or unethical means in obtaining the information.

10.3. Vendor certify that he or she possesses any country or local business, private investigator or other licenses required to fulfill the Services as stated under this Agreement. This
includes any required registrations with data protection authorities where Vendor is operating or Processing Personal Data.

10.4. Vendor specifically acknowledges that the provisions of the U.S. Foreign Corrupt Practices Act (15 U.S.C. § 78dd-1, et seq.) (FCPA), as amended from time to time, and other applicable laws and regulations related to corruption and bribery (collectively, the “Anti-bribery Laws”) each applies to this Agreement. The Parties represent to one another that it has not violated or is in violation of any provision of the Anti-bribery Laws. No Party nor any other person associated with or acting on behalf of such Party, including, without limitation, any director, officer, agent, employee or affiliate of such Party shall (i) violate, or cause the other Party to violate, the Anti-bribery Laws in the performance of this Agreement; (ii) take any unlawful action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any “foreign official” (as such term is defined in the FCPA); (iii) make any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (iv) use any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity. Each Party has instituted and maintains policies and procedures designed to ensure compliance therewith.

10.4.1. Notwithstanding anything to the contrary contained herein, Company may terminate this Agreement with immediate effect upon any actual or threatened breach by Vendor of the preceding paragraph. No notice or cure period shall apply to such termination.

10.4.2. Vendor shall execute an annual certification, in form and content acceptable to the Company in its sole discretion, stating that the Vendor has not engaged in any conduct that violates the Anti-bribery Laws, or any other applicable laws, nor is it aware of any such conduct. In addition to any other inspection rights hereunder, Company shall have the right, upon one day’s notice, to audit and analyze all records, policies, and practices of the Vendor related to compliance with Anti-bribery Laws compliance provisions of this Agreement. In case of any ambiguity or an act of suspicion under this Anti-bribery Laws compliance requirement, we recommend you report the incident on http://www.securitashotline.com or call us on 800-574-8637.

10.4.3. Vendor represents and warrants that none of it, its officers, directors, agents or employees, is a person or entity that is, or is owned or controlled by persons or entities that are (i) the subject or target of any Sanctions (defined below); (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions; or (iii) acting on behalf of, or at the direction of, a person or entity that is the subject or target of any Sanctions. As used herein, the term “Sanctions” means, the economic sanctions and embargoes administered or enforced by the United States Department of the Treasury’s Office of Foreign Assets Control, U.S. Department of State, United Nations Security Council or other relevant sanctions authority.

10.4.4. Vendor represents and warrants that it, its officers, directors, agents and employees, conducts all business in compliance with the Sanctions in each country in which they operate, and have obtained and maintained all relevant and required licenses under the Sanctions. Further, Vendor represents and warrants that none of it, its officers, directors, agents or employees (i) deals in, otherwise engages in any transaction related to, any property or interests in property blocked pursuant to any Sanctions; or (ii) engages in or conspires to
engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Sanctions.

10.4.5. **IMPORTANT:** Pinkerton is committed to integrity and an ethical code of business conduct and is fully governed by the FCPA. Application of this law is extended to all our business patrons and in case of any ambiguity or an act of suspicion, we recommend you report the incident on [http://www.pinkertonhotline.com](http://www.pinkertonhotline.com) or call us on 800-574-8637.

10.5 **General Data Protection Regulation.** If Vendor, in performing its obligations under this Agreement, will or could involve the processing of personal data of persons within the EU or are EU citizens and that is protected by the EU General Data Protection Regulation 2016/679, then the provisions of Exhibit A attached to this Agreement, will govern the obligations of the parties with respect to such information.

11. **NON-COMPETITION AND NON-SOLICITATION.** Vendor covenant and agrees that, during the term of this Agreement and for twelve (12) months after the termination thereof, regardless of the reason for the termination, Vendor will not, directly or indirectly, provide the same or substantially the same Services, or solicit or attempt to solicit Services from any entity or individual with whom Vendor has either performed Services under this Agreement or any Statement of Work, or has had any other Material Contact during the two (2) years preceding the termination of this Agreement.

12. **GENERAL**

12.1. **Notice:** All notices and demands hereunder shall be in writing and shall be deemed to have been given upon delivery if delivered by hand, or upon dispatch if sent by first class mail, nationally recognized overnight courier, or fax (confirmation required), to the address as follows:

To Pinkerton:
Pinkerton Consulting and Investigations, Inc.
Attn: ____________________________________________

With a copy mailed to:
Pinkerton General Counsel 101 N
Main St. Suite 300 Ann Arbor MI
48104

To: Vendor
____________________________________________
____________________________________________

12.2. **Governing Law and Jurisdiction:** This Agreement shall be construed and enforced under the laws of State of Michigan unless otherwise specified. All legal proceedings that may be brought between the parties in connection with this Agreement shall be brought only in the state courts located
within Washtenaw County, Michigan or the federal courts located within the State of Michigan, and each party hereby irrevocably consents to the jurisdiction of such courts.

12.3. Entire Agreement: This Agreement, including all Exhibits attached hereto, constitutes the entire Agreement, understanding, and representation, expressed or implied, between the Pinkerton and Vendor with respect to the Services and the Deliverables and supersedes all prior conduct and communications both oral and written related to the subject matter hereof.

12.4. No Amendments/No Waiver: No modifications or amendments to this Agreement or any waiver of any terms or conditions hereof shall be effective unless put in writing and signed by both parties.

12.5. No Assignment or Subcontracting: Vendor may not assign any of its right or responsibilities under this Agreement to any third party without the prior written consent of Pinkerton. Vendor may not subcontract, hire or ask any person or entity to perform, other than an employee of Vendor, any Service or other obligation under this Agreement without the prior written consent of Pinkerton.

12.6. Independent Contractor: Notwithstanding anything to the contrary in Section 2.5, Vendor and Pinkerton agree that the Vendor is an independent contractor and not an employee, partner, or agent of Pinkerton. Accordingly, Pinkerton shall provide direction to Vendor only to the extent of the objectives or end result of a desired activity or project. Vendor shall not be required to work specific hours on any particular activity or project, nor is it required or expected that Vendor shall perform services hereunder on a full-time basis, it being understood that Vendor may have other employment by other clients during the term hereof. Pinkerton will therefore have no liability for federal or state income tax withholding, FICA, or other taxes related to Vendor or the performance of Services hereunder. Vendor shall be solely responsible for paying all required taxes (such as withholding, FICA and other similar taxes). If any claim is made by any taxing authority, or if settlement or compromise is made, Vendor shall indemnify and hold Pinkerton harmless against such liability and against any associated costs incurred by Pinkerton (including costs for attorneys’ fees).

12.7. Insurance: Vendor shall at its own expense, secure and maintain in force during the term of this Agreement: (1) Comprehensive General Liability insurance in an amount not less than not less than One Million Dollars ($1,000,000.00) in the aggregate, naming Pinkerton upon its request, as an Additional Insured including without limitation, Independent Contractor's Protective Liability Insurance with limits equal to those specified for the Comprehensive General Liability Insurance if any work hereunder is subcontracted (Such subcontractor(s) shall be required to carry Workers' Compensation Insurance within statutorily required limits). Such policies of insurance set forth above shall be in a form and in an amount with companies satisfactory to Pinkerton and shall provide for thirty (30) days written notice to Pinkerton prior to cancellation or material change to the policies. If requested, Company shall provide Pinkerton with certificates of insurance evidencing the foregoing prior to performing the Services hereunder.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their duly authorized representatives.

PINKERTON CONSULTING & INVESTIGATIONS, INC.

By: ___________________________

Typed Name: ___________________

Title: __________________________

Premier Security, Inc.

By: ___________________________

Typed Name: Dan Walker

Title: President / CEO
EXHIBIT B

PINKERTON INVOICE REQUIREMENTS

The invoicing requirements of Pinkerton are subject to both statutory and mandatory internal regulations. This entails that all suppliers to Pinkerton shall ensure to have a Matter number (Project number) issued by Pinkerton before initiation of a service. In the event a matter number has not been issued, the supplier shall obtain a written confirmation from Pinkerton that the order is approved. Matter number will be project specific and will be provided by the Pinkerton contact at the time of ordering the service. Invoices that are missing or incorrectly referencing matter number will be rejected and sent back to the supplier for correction.

To ensure an efficient handling of invoices and credit in a compliant manner, all invoices and credit notes must be original documents (account statement/aging schedules are not acceptable) and on company letterhead and must contain the following information:

- Supplier name (legal name) and remit-to address
- Supplier ID issued by Pinkerton
- Invoice Date
- Invoice Number – must be unique
- Total Amount Due (amount should always be in USD & breakdown of unit/hourly price wherever applicable and it must agree with the price mentioned in the contract)
- Matter Number
- Name of Pinkerton Contact ordering the services
- Description of Services – location/time period including all supporting documentation
- Sales Tax (where applicable) – Any sales tax amount being charged must be shown as a separate line on the invoice

PAYMENT TERMS

Except for Disputed Amounts, payment shall be made by Pinkerton to Supplier on a net fifteen (15) days basis after receipt of a correct and undisputed invoice(s), with a corresponding two percent (2%) discount on the invoiced amount of the Service Fees or, alternatively, net thirty (30) days after receipt of correct and undisputed invoice(s), with no discount on the invoiced amount of the Service Fees. If the invoice date is different than the invoice submission date, Pinkerton will treat invoice submission date as the final date for the discount.

REJECTED INVOICES

Invoices which do not meet the outlined invoice requirements will be returned to the supplier with a notice stating the reason(s) for rejection. It is supplier’s responsibility to re-submit the invoice with proper information in a timely manner. The rejected invoice should be re-submitted within 15 days from date of rejection. Updated invoice received post the 15 day deadline will be rejected.

INVOICE SUBMISSION TIMING

Supplier should submit the invoice for payment within 15 days of service delivery/completion of project. Invoices received post 15 days may be rejected.
SUBMITTING AN INVOICE

All invoices must be sent (emailed) directly to Pinkerton’s Accounts Payable department at Accounts.Payable@pinkerton.com with the person who ordered the services on copy.

- Acceptable document type is only PDF
- All required invoice details (as per the invoice requirements) must be recorded on the invoice. Do not include any invoice specific information in the body of the email itself as it will not be referred to.

Should you have any questions concerning the above requirements please contact the Accounts Payable department at Accounts.Payable@pinkerton.com.

We acknowledge these requirements and guidelines and do hereby demonstrate our complete understanding and agreement to abide by these guidelines by affixing our signature and the date below.

Signature

Name: Dan Walker
Company Name: Premier Security, Inc.
Date: 03/06/2019
Addendum to Vendor Agreement
Regulation (EU) 2016/679
General Data Protection Regulation (GDPR)

This Addendum to the Vendor Agreement (the “Agreement”) dated 03/06/2019 entered into between Pinkerton Consulting & Investigations, Inc. (“Pinkerton”) and Premier Security, Inc. (“Vendor”) is hereby amended as of the date of last signature below (the “Effective Date”).

1. The parties to this Addendum acknowledge that during the term of the Agreement Pinkerton (as the processor) may ask Vendor (as the sub-processor) to process Personal Data (defined in Section 2 below) for background screening purposes related to Pinkerton employees and applicants for employment.

2. “Personal Data” means any information relating to an identified or identifiable individual who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, psychological, genetic, mental, economic, cultural or social identity of that natural person.

3. Pinkerton processes Pinkerton Personal Data (i) as part and for the performance of a Pinkerton agreement; (ii) in accordance with the Pinkerton agreement and applicable data protection legislation and guidance; and (iii) on behalf of and under the instructions of the Pinkerton. The parties acknowledge that as data protection legislation becomes effective or changes, modifications to the Agreement may become necessary to address country specific data protection legislation.

4. Vendor shall process Pinkerton Personal Data only on instructions from Pinkerton, unless otherwise required to by applicable law.

5. Vendor shall inform Pinkerton of any intended changes concerning the addition or replacement of subcontractors having access to Pinkerton Personal Data processed on behalf of Pinkerton (“Sub-processors”). Pinkerton may, upon a reasonable basis, object to Vendor’s use of a new Sub-processor and will inform Vendor of such in writing. Where Vendor engages a Sub-processor to carry out specific processing activities on behalf of Pinkerton Personal Data, the same data protection obligations as set out in this Addendum shall be imposed on the Sub-processor by way of a contract or other legal act under applicable law.

6. Vendor, and anyone authorized to process Pinkerton Personal Data on behalf of Vendor pursuant to the Agreement shall commit to maintaining the confidentiality of such Personal Data.

7. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Vendor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk related to Personal Data.

8. Taking into account the nature of the processing, Vendor will assist Pinkerton or Pinkerton’s Pinkertons, insofar as this is possible, for the fulfillment of their obligations to respond to requests
by data subjects exercising their right of access, rectification and erasure, restriction of processing, and data portability as described in Chapter III (Articles 12-23) of the GDPR.

9. At the choice of Pinkerton, or Pinkerton’s Pinkerton, Vendor agrees to delete or return all Pinkerton Personal Data in its possession to Pinkerton after the end of the provision of data processing services, or upon expiry of the Agreement, and delete copies unless Vendor is otherwise required by law to maintain the data.

10. Vendor shall make available to Pinkerton all information necessary to demonstrate compliance with the obligations laid down pursuant to Article 28 of the GDPR and allow for audits, including inspections, conducted by Pinkerton or an agent of Pinkerton.

11. Vendor shall maintain a record of all categories of processing activities carried out on behalf of Pinkerton Pinkertons, containing (i) the name and contact details of Vendor and any Sub-processors, and, where applicable, of the parties representative, and the data protection officer; (ii) the categories of processing carried out on behalf of Pinkerton Pinkertons; (iii) where applicable, transfers of Personal Data to a third country or an international organization, including the identification of that third country or international organization; (iv) where possible, a general description of the technical and organizational security measures to ensure a level of security appropriate to the risk.

12. In the event that a data protection authority requests information on Vendor having access to Pinkerton Personal Data processed on behalf of Pinkerton, Vendor shall assist Pinkerton in complying with such request.

13. Vendor shall not use nor disclose Pinkerton Personal Data and any other information collected for purposes other than those authorized under the Agreement.

14. Vendor shall inform Pinkerton without undue delay, but no later than 24 hours, of any unauthorized access to Pinkerton Personal Data or any other breach of security that could potentially affect the confidentiality of Pinkerton Personal Data and provide Pinkerton with all necessary documentation as to the breach in order for Pinkerton to comply with its statutory or other security breach notification obligations, as applicable. Vendor will take reasonable measures to mitigate this breach and to prevent similar breaches from further occurrence in the future.

15. The parties agree that any transfers of Personal Data outside the European Union (EU), the European Economic Area (EEA) and Switzerland will be consistent with the EU-U.S. Privacy Shield or Swiss-U.S. Privacy Shield frameworks (“Privacy Shield”) unless the parties agree otherwise. Accordingly, for such transfers of Personal Data Vendor certifies that it is Privacy Shield certified with the U.S. Department of Commerce’s International Trade Administration and that it will maintain its certification in current status. If Vendor is no longer Privacy Shield certified it must notify Pinkerton immediately.

16. In the event of any conflict or inconsistency between the terms of the Agreement and this Addendum, the terms of the Addendum will prevail.
IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives.

PINKERTON CONSULTING & INVESTIGATIONS, INC.

By: ____________________________

Typed Name: ____________________________

Title: ____________________________

Date: ____________________________

Premier Security, Inc.

By: ____________________________

Typed Name: Dan Walker

Title: President / CEO

Date: 03/06/2019
MASTER VENDOR SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”) is made and entered into as of the Wednesday, 6 March 2019 between Pinkerton Consulting & Investigations, Inc., having its principal offices at 101 North Main Street, Ann Arbor, MI 48104 (“Pinkerton”), and Private Eye Security having its principal offices at P.O. Box 46575, Eden Prairie, Minnesota, United States, (“Vendor”).

Pinkerton is interested in obtaining security and investigative services from Vendor and Vendor is interested in providing such services as may be mutually agreed upon by the parties. Now, therefore, the parties agree as follows:

1. SERVICES AND STATEMENTS OF WORK

1.1. Vendor shall furnish to Pinkerton security and investigative services as more fully defined in Exhibit A to this Agreement (“the Services”) and such other services as may be requested on an as-needed basis, upon written request, by Pinkerton. Exhibit A will include Vendors statement of agreed prices for the Services.

1.2. Each project to be performed by Vendor at Pinkerton’s request shall be described in a Statement of Work (defined in Section 1.3 below) that must be signed by both parties. Each Statement of Work, schedule or other deliverable will be subject to the terms of this Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and any Statement of Work, the terms of the Statement of Work will prevail. Pinkerton will not be required to compensate Vendor for any work not described in a Statement of Work signed by both parties.

1.3. “Statement of Work” means a document that typically includes: (i) the start date and scheduled completion date of a services project; (ii) a description of the Services to be performed by the Vendor and any deliverables to be provided in connection with the Services (the “Deliverables”); (iii) project milestones; (iv) the fees to be paid by Pinkerton for the Services and the Deliverables along with a payment schedule; and (v) such other information as may be agreed to by the parties.

1.4. Pinkerton may, at any time, by written notice to Vendor, request changes to a Statement of Work. Vendor will provide Pinkerton with an estimate of the impact, if any, of the requested change on payment terms, completion schedule and any other applicable provision of the Statement of Work. If the parties agree to such changes, a written amendment (“Change Authorization”) to the Statement of Work will be prepared for signature by both parties. No verbal agreement will have any effect until a Change Authorization is signed by both parties.

1.5. “Deliverables” mean any documents, products, reports, profiles, content or other information in whatever form or media to be delivered to Pinkerton in connection with its delivery of the Services.

1.6. “Purchase Order” means Pinkerton’s purchase order form to be issued in connection with any Statement of Work executed by the parties.
2. VENDOR RESPONSIBILITIES

2.1. Time is of the essence. Vendor shall meet the scheduled completion date and each milestone as defined in each Statement of Work, except in instances where a delay to the schedule is caused by Pinkerton. Vendor acknowledges that its failure to meet the completion date and milestones may significantly diminish the value of the Services and the Deliverables.

2.2. At all times during the term of this Agreement, upon request from Pinkerton and upon termination or expiration of this Agreement, Vendor shall provide immediately to Pinkerton the then-current version of any Deliverables in Vendor’s possession.

2.3. Unless otherwise agreed in the Statement of Work, Vendor will provide Pinkerton a report on a monthly basis in a form acceptable to Pinkerton which specifies, for each active project, the activities during the previous month on that project, the time spent to date and during the previous month on that project by each employee, agent of Vendor, Vendor’s current work plan for completion of that project and Vendor’s progress toward completion of that project. Vendor will provide more frequent status reports, upon the request of Pinkerton.

2.4. Vendor shall provide personnel who have the appropriate technical skills, training, and experience to perform the Services and produce the Deliverables. Prior to assigning any personnel to perform any obligation of Vendor under this Agreement, Vendor shall disclose to Pinkerton in writing the identity and qualifications of the same.

2.5. In the event any of Vendors contractors or employees is assigned to perform tasks for Pinkerton under this Agreement or any specific Statement of Work, Vendor agrees that Pinkerton may require the continued placement or removal of said employee or contractor at Pinkerton’s sole discretion.

2.6. Vendor agrees to provide the Services at the prices and costs as defined in Exhibit A during the term of this Agreement. Any changes to or alterations to the pricing for or the scope of services must be in writing and in accord with the requirements of Section 12.4.

2.7. Vendor warrants that all Services shall be performed (and all Deliverables produced) in a workmanlike manner and in strict accordance with the applicable description and requirements for such Services as set forth in the applicable Statement of Work, and in compliance with all applicable laws, ordinances, rules, and regulations.

2.7.1. Following receipt of the Deliverables, Pinkerton shall review the Services and Deliverables and evaluate whether they conform to the applicable specifications and requirements referred to in Section 2.5 above. Vendor shall cure any non-conformity, at Vendor’s expense, immediately following its receipt of written notice from Pinkerton.

2.8. Vendor agrees to defend, indemnify, and hold Pinkerton, its parent, subsidiaries or affiliates, including its directors, officers, employees, and agents harmless from and against all claims, demands, actions, losses and expenses (including reasonable attorney’s fees) arising from Vendor’s (i) negligence, (ii) willful misconduct, (iii) breach of this Agreement, or (iv) any claim that the Services and any deliverables resulting therefrom or the use thereof by Pinkerton infringe the intellectual property rights of any third party.
29. Vendor shall be responsible for ensuring that Vendor’s personnel obey all rules and regulations in effect at any client premises at which Vendor’s personnel perform Vendor’s obligations under this Agreement, including, without limitation, all security requirements and all reasonable instructions and directions issued by Pinkerton or Pinkerton’s client.

2.10. Vendor shall provide the Services in compliance with applicable federal, state or local law, regulations or guidance. Vendor certifies that it has in place reasonable procedures designed to comply with applicable federal, state or local law, regulations or guidance with respect to the Services provided under this Agreement. If applicable, including if Vendor is a furnisher of information about consumers to Pinkerton, Vendor certifies it will comply with the requirements of the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) (FCRA). Vendor acknowledges receipt of the Notice to Furnishers of Information: Obligations of Furnishers under the FCRA, attached as Exhibit C.

2.11. BACKGROUND CHECKS ON COMPANY PERSONNEL
   2.11.1. Vendor shall, at its own expense: (i) to the extent permitted by Applicable Law conduct on any and all Vendor personnel selected by Vendor to work at any Pinkerton assignment location a pre-employment background check, including, without limitation, a public record criminal background check, civil litigation check, and appropriate drug testing/screening, prior to placing each such Guard at said Pinkerton location; and (ii) carefully interview, screen, and check the references each Guard. Vendor shall also have any and all personnel prospective personnel sign a consent form authorizing Pinkerton to conduct or have a third party conduct such pre-employment background checks. Notwithstanding anything herein to the contrary, Pinkerton reserves the right to determine, in its sole discretion, access and is admitted to perform services at Pinkerton assignments.
   2.11.2. Vendor will not staff any Services under this Agreement with personnel that have criminal convictions.
   2.11.3. Vendor agrees that it will at all times comply with any and all federal and state laws governing background checks, including, without limitation, the FCRA, the EU General Data Protection Regulation (GDPR) and any similar, applicable international state laws. Vendor further agrees to indemnify, defend (controlling such defense), and hold harmless Pinkerton from all losses, costs, damages, claims, and litigation expenses (including but not limited to court costs and reasonable attorneys’ fees incurred) resulting from issues related to any background checks and investigations performed by Vendor.

3. INTELLECTUAL PROPERTY RIGHTS
   3.1. If services include the delivery of Work Product, Vendor covenants and agrees that all right, title and interest in any findings, reports, inventions, writings, disclosures, discoveries, computer code, developments and improvements written, invented, made or conceived by Vendor in the course of or arising out of this Agreement (hereinafter referred to as “Work Product”) shall remain the sole and exclusive property of Pinkerton and shall be deemed a work made for hire. Vendor agrees to disclose all Work Product to Pinkerton and agrees to execute any instruments and to do all other things reasonably requested by Pinkerton (both during and after Vendor’s engagement by Pinkerton) in order to vest more fully in Pinkerton all ownership rights in Work Product.
32. Vendor shall not use Pinkerton’s name for any purpose without Pinkerton’s prior written permission or to release to the public any information relating to the work to be performed hereunder, or otherwise disclose or advertise that the Vendor has entered into this Agreement.

4. PAYMENT AND RECORDS

41. Pinkerton shall pay Vendor for the Services and Deliverables at the times and in the manner set forth in the Pinkerton Invoice Requirement attached hereto as Exhibit B. Pinkerton reserves the right to modify or change the Pinkerton Invoice Requirements at its sole discretion. Unless modified by a SOW signed by the Parties, each payment shall be due and payable thirty (30) days after receipt of a properly submitted invoice with a discount of 2% applied for payments made on or before net 15 days from receipt. Unless otherwise specifically agreed, Vendor shall be responsible for all of its expenses incurred by Vendor in connection with this Agreement. Vendor shall be solely responsible for withholding and payment of all federal, national, state and local income taxes, contributions for unemployment insurance, workers compensation insurance, and any other obligations as an employer with regard to wages and benefits for the employees of Vendor providing the Services.

42. Vendor shall keep and maintain complete and accurate records to support and document (i) all amounts payable to Vendor hereunder and (ii) Vendor’s conformity with its responsibilities under Section 2 above. Upon request from Pinkerton, Vendor shall provide to Pinkerton (or a representative designated by Pinkerton) access to such records for the purpose of auditing such records during normal business hours. Vendor shall retain all records required under this Section 4.2 for two (2) years after the expiration or termination of each project to which they pertain.

5. LIMITATION OF PINKERTON LIABILITY. Notwithstanding anything in this Agreement to the contrary, neither Pinkerton nor any of its affiliates, parents, subsidiaries or any of their respective shareholders, members, directors, managers, officers, employees, agents, attorneys, representatives, licensees, franchisees, successors or assigns (collectively, the “Pinkerton Related Parties”) shall be liable under any circumstances whatsoever to Vendor for lost profits, or incidental, special, consequential, indirect, exemplary or punitive damages, even if Vendor has been advised of the possibility of such damages. The limitation of liability provided for in the preceding sentence shall apply to any claim or cause whatsoever by Vendor arising under this Agreement or relating in any way to Vendor’s performance or failure to perform as required by this Agreement, whether such claim or cause is in contract, tort (including but not limited to negligence) or otherwise.

6. REMEDIES; ATTORNEYS’ FEES. Vendor acknowledges and agrees that in the event of any breach of this Agreement, Pinkerton would be irreparably harmed and without an adequate remedy at law. Accordingly, in the event of breach or threatened breach by Vendor of this Agreement, Pinkerton shall be entitled to immediate injunctive relief. The restrictions contained in this Agreement are reasonable and necessary to protect the legitimate business interests of Pinkerton. This provision does not prohibit or limit Pinkerton from pursuing any other legal or equitable remedies available to it, including damages, in the event of a breach or threatened breach by Vendor. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees, costs, and expenses, in addition to any other relief to which such prevailing party may be entitled.
7. TERM AND TERMINATION OF THIS AGREEMENT

7.1. The term of this Agreement shall commence on the date first set forth above and shall continue in effect until the completion, expiration or earlier termination of the last Statement of Work issued in connection herewith, or until terminated by either party as provided herein.

7.2. If either party commits a material breach of any provision of this Agreement, or such breach is not cured within a period of 30 days after the breaching party receives written notice of such breach, then the non-breaching party may immediately terminate this Agreement.

7.3. Either party may terminate this Agreement for any or no reason at any time by providing the other party hereunder with 30 days advance written notice of termination.

7.4. In addition, Pinkerton may terminate Services under any specific SOW, without cause and without terminating this Agreement, without penalty and without liability for damages as a result of such termination, by giving 30 days written notice of termination to Vendor. Upon termination of a SOW then in process, Pinkerton shall only be liable for payment of fees earned as a result of Services actually performed under such SOW prior to the date of termination.

7.5. The termination or expiration of this Agreement shall discharge any further obligations of either party hereto with respect to this Agreement; provided, however, that Sections 2.2, 2.8, 3.1, 5, 6, and 8 shall survive termination or expiration of the Agreement.

8. CONFIDENTIALITY

8.1. Vendor (i) shall use Confidential Information (as defined in Section 8.2 below) only in connection with Vendor’s performance of its obligations under a Statement of Work, and (ii) will not disclose Confidential Information to any third party without the express written permission of Pinkerton. Vendor shall be responsible and liable for any unauthorized disclosure, publication, or dissemination by any of Vendor’s employees, agents, or contractors of any Confidential Information.

8.2. “Confidential Information” means all information, whether in written, verbal, graphic, electronic or any other form, which is: (i) disclosed to Vendor by or on behalf of Pinkerton, or (ii) relates in any way to the subject matter of this Agreement or any Statement of Work. Confidential Information shall not include information which is or becomes publicly available without breach of (i) this Agreement, (ii) any other agreement or instrument to which Pinkerton is a party or a beneficiary, or (iii) any duty owed to Pinkerton by Vendor or any third party; provided, however, that Vendor hereby acknowledges and agrees that if Vendor shall seek to disclose, divulge, reveal, report, publish, transfer or use any Confidential information to any third party, Vendor shall bear the burden of proving that any such information shall have become publicly available without any such breach.

8.3. Vendor agrees to return all Confidential Information in Vendor’s possession or under Vendor’s control at the request of Pinkerton or, in the absence of such a request, upon the termination and/or expiration of this Agreement.
84. If Vendor is given access, whether on-site or through remote facilities, to any Pinkerton computer or electronic data storage system, Pinkerton owned or leased software or operating system (including but not limited to Eyesisight) ("Pinkerton System") in order for Vendor to accomplish the work called for in a Statement of Work, Vendor shall limit such access and use solely to perform work within the scope of such Statement of Work and will not attempt to access any computer system, electronic file, software or other electronic services other than those specifically required to accomplish the work required under such Statement of Work. Vendor shall limit such access to those of its employees with an express requirement to have such access in connection with this Agreement or the Statement of Work, shall advise Pinkerton in writing of the name of each such employee who will be granted such access, and shall strictly follow all Pinkerton’s security rules and procedures for use of Pinkerton’s electronic resources. All user identification numbers and passwords disclosed to Vendor and any information obtained by Vendor as a result of Vendor’s access to, and use of, Pinkerton’s computer and electronic storage systems shall be deemed to be, and shall be treated as, Pinkerton Confidential Information under applicable provisions of this Agreement. Vendor shall cooperate with Pinkerton in the investigation of any apparent unauthorized access by Vendor to Pinkerton’s computer or electronic data storage systems or unauthorized release of Pinkerton Confidential Information by Vendor.

85. Any data or information obtained by Vendor, whether incorporated into as Deliverable or not, from the use of any Pinkerton System shall be deemed Pinkerton Confidential Information and shall be owned by and become the sole property of Pinkerton. Vendor shall not obtain any right or license to use the Pinkerton System or use or retain Pinkerton Confidential Information by execution of this Agreement.

9. ANTI-TERRORISM LAWS. Neither you nor, to your knowledge your company, any joint venture, subsidiary or affiliate: (i) is in violation in any material respects of any United States law relating to terrorism, sanctions or money laundering ("Anti-Terrorism Laws"), including the United States Executive Order 13224 on Terrorist Financing ("Anti-Terrorism Order") and the Patriot Act; (ii) is listed in the annex to, or is otherwise subject to the provisions of, the Anti-Terrorism Order; (iii) is owned or controlled by, or acting for or on behalf of, any person listed in the annex to or is otherwise subject to the provisions of the Anti-Terrorism Order; (iv) commits, threatens or conspires to commit or supports “terrorism” as defined in the Anti-Terrorism Order; or (v) is named as a “specially designated national and blocked person” in the most current list published by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation.

10. LEGAL COMPLIANCE

10.1. Vendor agrees to comply with all applicable laws in providing the Services, and to provide the Services to the extent permitted under applicable law or regulations.

10.2. Vendor agrees to conduct him or herself in a professional and courteous manner while performing contractual assignments for PINKERTON and not engage in illegal or unethical means in obtaining the information.

10.3. Vendor certifies that he or she possesses any country or local business, private investigator or other licenses required to fulfill the Services as stated under this Agreement. This
includes any required registrations with data protection authorities where Vendor is operating or Processing Personal Data.

10.4. Vendor specifically acknowledges that the provisions of the U.S. Foreign Corrupt Practices Act (15 U.S.C. § 78dd-1, et seq.) (FCPA), as amended from time to time, and other applicable laws and regulations related to corruption and bribery (collectively, the “Antibribery Laws”) each applies to this Agreement. The Parties represent to one another that it has not violated or is in violation of any provision of the Antibribery Laws. No Party nor any other person associated with or acting on behalf of such Party, including, without limitation, any director, officer, agent, employee or affiliate of such Party shall (i) violate, or cause the other Party to violate, the Antibribery Laws in the performance of this Agreement; (ii) take any unlawful action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any “foreign official” (as such term is defined in the FCPA); (iii) make any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (iv) use any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity. Each Party has instituted and maintains policies and procedures designed to ensure compliance therewith.

10.4.1. Notwithstanding anything to the contrary contained herein, Company may terminate this Agreement with immediate effect upon any actual or threatened breach by Vendor of the preceding paragraph. No notice or cure period shall apply to such termination.

10.4.2. Vendor shall execute an annual certification, in form and content acceptable to the Company in its sole discretion, stating that the Vendor has not engaged in any conduct that violates the Anti-bribery Laws, or any other applicable laws, nor is it aware of any such conduct. In addition to any other inspection rights hereunder, Company shall have the right, upon one day’s notice, to audit and analyze all records, policies, and practices of the Vendor related to compliance with Anti-bribery Laws compliance provisions of this Agreement. In case of any ambiguity or an act of suspicion under this Anti-bribery Laws compliance requirement, we recommend you report the incident on http://www.securitashotline.com or call us on 800-574-8637.

10.4.3. Vendor represents and warrants that none of it, its officers, directors, agents or employees, is a person or entity that is, or is owned or controlled by persons or entities that are (i) the subject or target of any Sanctions (defined below); (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions; or (iii) acting on behalf of, or at the direction of, a person or entity that is the subject or target of any Sanctions. As used herein, the term “Sanctions” means, the economic sanctions and embargoes administered or enforced by the United States Department of the Treasury’s Office of Foreign Assets Control, U.S. Department of State, United Nations Security Council or other relevant sanctions authority.

10.4.4. Vendor represents and warrants that it, its officers, directors, agents and employees, conducts all business in compliance with the Sanctions in each country in which they operate, and have obtained and maintained all relevant and required licenses under the Sanctions. Further, Vendor represents and warrants that none of it, its officers, directors, agents or employees (i) deals in, otherwise engages in any transaction related to, any property or interests in property blocked pursuant to any Sanctions; or (ii) engages in or conspires to
engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Sanctions.

10.4.5. IMPORTANT: Pinkerton is committed to integrity and an ethical code of business conduct and is fully governed by the FCPA. Application of this law is extended to all our business patrons and in case of any ambiguity or an act of suspicion, we recommend you report the incident on http://www.pinkertonhotline.com or call us on 800-574-8637.

10.5 General Data Protection Regulation. If Vendor, in performing its obligations under this Agreement, will or could involve the processing of personal data of persons within the EU or are EU citizens and that is protected by the EU General Data Protection Regulation 2016/679, then the provisions of Exhibit A attached to this Agreement, will govern the obligations of the parties with respect to such information.

11. NON-COMPETITION AND NON-SOLICITATION. Vendor covenant and agrees that, during the term of this Agreement and for twelve (12) months after the termination thereof, regardless of the reason for the termination, Vendor will not, directly or indirectly, provide the same or substantially the same Services, or solicit or attempt to solicit Services from any entity or individual with whom Vendor has either performed Services under this Agreement or any Statement of Work, or has had any other Material Contact during the two (2) years preceding the termination of this Agreement.

12. GENERAL

12.1. Notice: All notices and demands hereunder shall be in writing and shall be deemed to have been given upon delivery if delivered by hand, or upon dispatch if sent by first class mail, nationally recognized overnight courier, or fax (confirmation required), to the address as follows:

To Pinkerton:  
Pinkerton Consulting and Investigations, Inc.  
Attn: ______________________________

With a copy mailed to:  
Pinkerton General Counsel 101 N  
Main St. Suite 300 Ann Arbor MI  
48104

To: Vendor  
________________________________________

12.2. Governing Law and Jurisdiction: This Agreement shall be construed and enforced under the laws of State of Michigan unless otherwise specified. All legal proceedings that may be brought between the parties in connection with this Agreement shall be brought only in the state courts located
within Washtenaw County, Michigan or the federal courts located within the State of Michigan, and each party hereby irrevocably consents to the jurisdiction of such courts.

12.3. Entire Agreement: This Agreement, including all Exhibits attached hereto, constitutes the entire Agreement, understanding, and representation, expressed or implied, between the Pinkerton and Vendor with respect to the Services and the Deliverables and supersedes all prior conduct and communications both oral and written related to the subject matter hereof.

12.4. No Amendments/No Waiver: No modifications or amendments to this Agreement or any waiver of any terms or conditions hereof shall be effective unless put in writing and signed by both parties.

12.5. No Assignment or Subcontracting: Vendor may not assign any of its right or responsibilities under this Agreement to any third party without the prior written consent of Pinkerton. Vendor may not subcontract, hire or ask any person or entity to perform, other than an employee of Vendor, any Service or other obligation under this Agreement without the prior written consent of Pinkerton.

12.6. Independent Contractor: Notwithstanding anything to the contrary in Section 2.5, Vendor and Pinkerton agree that the Vendor is an independent contractor and not an employee, partner, or agent of Pinkerton. Accordingly, Pinkerton shall provide direction to Vendor only to the extent of the objectives or end result of a desired activity or project. Vendor shall not be required to work specific hours on any particular activity or project, nor is it required or expected that Vendor shall perform services hereunder on a full-time basis, it being understood that Vendor may have other employment by other clients during the term hereof. Pinkerton will therefore have no liability for federal or state income tax withholding, FICA, or other taxes related to Vendor or the performance of Services hereunder. Vendor shall be solely responsible for paying all required taxes (such as withholding, FICA and other similar taxes). If any claim is made by any taxing authority, or if settlement or compromise is made, Vendor shall indemnify and hold Pinkerton harmless against such liability and against any associated costs incurred by Pinkerton (including costs for attorneys’ fees).

12.7. Insurance: Vendor shall at its own expense, secure and maintain in force during the term of this Agreement: (1) Comprehensive General Liability insurance in an amount not less than not less than One Million Dollars ($1,000,000.00) in the aggregate, naming Pinkerton upon its request, as an Additional Insured including without limitation, Independent Contractor's Protective Liability Insurance with limits equal to those specified for the Comprehensive General Liability Insurance if any work hereunder is subcontracted (Such subcontractor(s) shall be required to carry Workers' Compensation Insurance within statutorily required limits). Such policies of insurance set forth above shall be in a form and in an amount with companies satisfactory to Pinkerton and shall provide for thirty (30) days written notice to Pinkerton prior to cancellation or material change to the policies. If requested, Company shall provide Pinkerton with certificates of insurance evidencing the foregoing prior to performing the Services hereunder.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their duly authorized representatives.

PINKERTON CONSULTING & INVESTIGATIONS, INC.

By: _______________________

Typed Name: _______________________

Title: _______________________

Private Eye Security

By: [Signature]

Typed Name: Mike Roberts

Title: Owner
EXHIBIT B

PINKERTON INVOICE REQUIREMENTS

The invoicing requirements of Pinkerton are subject to both statutory and mandatory internal regulations. This entails that all suppliers to Pinkerton shall ensure to have a Matter number (Project number) issued by Pinkerton before initiation of a service. In the event a matter number has not been issued, the supplier shall obtain a written confirmation from Pinkerton that the order is approved. Matter number will be project specific and will be provided by the Pinkerton contact at the time of ordering the service. Invoices that are missing or incorrectly referencing matter number will be rejected and sent back to the supplier for correction.

To ensure an efficient handling of invoices and credit in a compliant manner, all invoices and credit notes must be original documents (account statement/aging schedules are not acceptable) and on company letterhead and must contain the following information:

- Supplier name (legal name) and remit-to address
- Supplier ID issued by Pinkerton
- Invoice Date
- Invoice Number – must be unique
- Total Amount Due (amount should always be in USD & breakdown of unit/hourly price wherever applicable and it must agree with the price mentioned in the contract)
- Matter Number
- Name of Pinkerton Contact ordering the services
- Description of Services – location/time period including all supporting documentation
- Sales Tax (where applicable) – Any sales tax amount being charged must be shown as a separate line on the invoice

PAYMENT TERMS

Except for Disputed Amounts, payment shall be made by Pinkerton to Supplier on a net fifteen (15) days basis after receipt of a correct and undisputed invoice(s), with a corresponding two percent (2%) discount on the invoiced amount of the Service Fees or, alternatively, net thirty (30) days after receipt of correct and undisputed invoice(s), with no discount on the invoiced amount of the Service Fees. If the invoice date is different than the invoice submission date, Pinkerton will treat invoice submission date as the final date for the discount.

REJECTED INVOICES

Invoices which do not meet the outlined invoice requirements will be returned to the supplier with a notice stating the reason(s) for rejection. It is supplier’s responsibility to re-submit the invoice with proper information in a timely manner. The rejected invoice should be re-submitted within 15 days from date of rejection. Updated invoice received post the 15 day deadline will be rejected.

INVOICE SUBMISSION TIMING

Supplier should submit the invoice for payment within 15 days of service delivery/completion of project. Invoices received post 15 days may be rejected.
SUBMITTING AN INVOICE

All invoices must be sent (emailed) directly to Pinkerton’s Accounts Payable department at Accounts.Payable@pinkerton.com with the person who ordered the services on copy.
- Acceptable document type is only PDF
- All required invoice details (as per the invoice requirements) must be recorded on the invoice. Do not include any invoice specific information in the body of the email itself as it will not be referred to.

Should you have any questions concerning the above requirements please contact the Accounts Payable department at Accounts.Payable@pinkerton.com.

We acknowledge these requirements and guidelines and do hereby demonstrate our complete understanding and agreement to abide by these guidelines by affixing our signature and the date below.

Signature

Name: Mike Roberts
Company Name: Private Eye Security
Date: 03/06/2019
Addendum to Vendor Agreement
Regulation (EU) 2016/679
General Data Protection Regulation (GDPR)

This Addendum to the Vendor Agreement (the “Agreement”) dated 03/06/2019 entered into between Pinkerton Consulting & Investigations, Inc. (“Pinkerton”) and Private Eye Security (“Vendor”) is hereby amended as of the date of last signature below (the “Effective Date”).

1. The parties to this Addendum acknowledge that during the term of the Agreement Pinkerton (as the processor) may ask Vendor (as the sub-processor) to process Personal Data (defined in Section 2 below) for background screening purposes related to Pinkerton employees and applicants for employment.

2. “Personal Data” means any information relating to an identified or identifiable individual who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, psychological, genetic, mental, economic, cultural or social identity of that natural person.

3. Pinkerton processes Pinkerton Personal Data (i) as part and for the performance of a Pinkerton agreement; (ii) in accordance with the Pinkerton agreement and applicable data protection legislation and guidance; and (iii) on behalf of and under the instructions of the Pinkerton. The parties acknowledge that as data protection legislation becomes effective or changes, modifications to the Agreement may become necessary to address country specific data protection legislation.

4. Vendor shall process Pinkerton Personal Data only on instructions from Pinkerton, unless otherwise required to by applicable law.

5. Vendor shall inform Pinkerton of any intended changes concerning the addition or replacement of subcontractors having access to Pinkerton Personal Data processed on behalf of Pinkerton (“Sub-processors”). Pinkerton may, upon a reasonable basis, object to Vendor’s use of a new Sub-processor and will inform Vendor of such in writing. Where Vendor engages a Sub-processor to carry out specific processing activities on behalf of Pinkerton Personal Data, the same data protection obligations as set out in this Addendum shall be imposed on the Sub-processor by way of a contract or other legal act under applicable law.

6. Vendor, and anyone authorized to process Pinkerton Personal Data on behalf of Vendor pursuant to the Agreement shall commit to maintaining the confidentiality of such Personal Data.

7. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Vendor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk related to Personal Data.

8. Taking into account the nature of the processing, Vendor will assist Pinkerton or Pinkerton’s Pinkertons, insofar as this is possible, for the fulfillment of their obligations to respond to requests
by data subjects exercising their right of access, rectification and erasure, restriction of processing, and data portability as described in Chapter III (Articles 12-23) of the GDPR.

9. At the choice of Pinkerton, or Pinkerton’s Pinkerton, Vendor agrees to delete or return all Pinkerton Personal Data in its possession to Pinkerton after the end of the provision of data processing services, or upon expiry of the Agreement, and delete copies unless Vendor is otherwise required by law to maintain the data.

10. Vendor shall make available to Pinkerton all information necessary to demonstrate compliance with the obligations laid down pursuant to Article 28 of the GDPR and allow for audits, including inspections, conducted by Pinkerton or an agent of Pinkerton.

11. Vendor shall maintain a record of all categories of processing activities carried out on behalf of Pinkerton Pinkertons, containing (i) the name and contact details of Vendor and any Sub-processors, and, where applicable, of the parties representative, and the data protection officer; (ii) the categories of processing carried out on behalf of Pinkerton Pinkertons; (iii) where applicable, transfers of Personal Data to a third country or an international organization, including the identification of that third country or international organization; (iv) where possible, a general description of the technical and organizational security measures to ensure a level of security appropriate to the risk.

12. In the event that a data protection authority requests information on Vendor having access to Pinkerton Personal Data processed on behalf of Pinkerton, Vendor shall assist Pinkerton in complying with such request.

13. Vendor shall not use nor disclose Pinkerton Personal Data and any other information collected for purposes other than those authorized under the Agreement.

14. Vendor shall inform Pinkerton without undue delay, but no later than 24 hours, of any unauthorized access to Pinkerton Personal Data or any other breach of security that could potentially affect the confidentiality of Pinkerton Personal Data and provide Pinkerton with all necessary documentation as to the breach in order for Pinkerton to comply with its statutory or other security breach notification obligations, as applicable. Vendor will take reasonable measures to mitigate this breach and to prevent similar breaches from further occurrence in the future.

15. The parties agree that any transfers of Personal Data outside the European Union (EU), the European Economic Area (EEA) and Switzerland will be consistent with the EU-U.S. Privacy Shield or Swiss-U.S. Privacy Shield frameworks (“Privacy Shield”) unless the parties agree otherwise. Accordingly, for such transfers of Personal Data Vendor certifies that it is Privacy Shield certified with the U.S. Department of Commerce’s International Trade Administration and that it will maintain its certification in current status. If Vendor is no longer Privacy Shield certified it must notify Pinkerton immediately.

16. In the event of any conflict or inconsistency between the terms of the Agreement and this Addendum, the terms of the Addendum will prevail.
IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives.

PINKERTON CONSULTING & INVESTIGATIONS, INC.

By: __________________________

Typed Name: ____________________

Title: __________________________

Date: __________________________

Private Eye Security

DocuSigned by: Mike Roberts

Typed Name: Mike Roberts

Title: Owner

Date: 03/06/2019
TO: Board Members, Attorney General Representative and Staff  
FR: Greg Cook, Executive Director  
DATE: 7/24/2020  
RE: Attorney General Responsibilities related to unlicensed activity, complaints and violations.

Dear Board Members,

As there have been recent discussions on how the Board and our Agency handle unlicensed activity, violations and complaint investigations, I wanted to express my thoughts on the subject. In reviewing the statutes below, one could ascertain that it is the Attorney General’s (AG) responsibility to conduct these types of investigations. This has not been the case. As you are all aware, our agency has been operating with beyond minimal staffing levels. Currently, our agency is budgeted for (3) full time positions; Executive Director, Investigative Analyst and an Administrative Assistant. We have been operating without an official trained admin since September of 2019. Stephanie Maresh and Kaylin Smith are temporary part-time workers who have stepped up and done a fantastic job, but as one could understand, this is a band aid approach. There is now a hiring freeze due to the pandemic and I am working through the process to get them officially onboard fulltime. Until then, our staffing resources are at a minimum.

What staff is looking for is an interpretation of these statutes regarding what the AG responsibility is as it relates to investigations and enforcement of unlicensed activity, complaints, and violations.

Below is a list of some of the statutes related to this matter:

8.31 ADDITIONAL DUTIES OF ATTORNEY GENERAL.

Subdivision 1. Investigate offenses against provisions of certain designated sections; assist in enforcement.

The attorney general shall investigate violations of the law of this state respecting unfair, discriminatory, and other unlawful practices in business, commerce, or trade, and specifically, but not exclusively, the Nonprofit Corporation Act (sections 317A.001 to 317A.909), the Act Against Unfair Discrimination and Competition (sections 325D.01 to 325D.07), the Unlawful Trade Practices Act (sections 325D.09 to 325D.16), the Antitrust Act (sections 325D.49 to 325D.66), section 325F.67 and other laws against false or fraudulent advertising, the antidiscrimination acts contained in section 325D.67, the act against monopolization of food products (section 325D.68), the act regulating telephone advertising services (section 325E.39), the Prevention of Consumer Fraud Act (sections 325F.68 to 325F.70), and chapter 53A regulating currency exchanges and assist in the enforcement of those laws as in this section provided.
Subd. 2. Attorney general to assist in discovery and punishment of illegal practices.

When the attorney general has information providing a reasonable ground to believe that any person has violated, or is about to violate, any of the laws of this state referred to in subdivision 1, the attorney general shall have power to investigate those violations, or suspected violations, and to take such steps as are necessary to cause the arrest and prosecution of all persons violating any of the statutes specifically mentioned in subdivision 1 or any other laws respecting unfair, discriminatory, or other unlawful practices in business, commerce, or trade. In connection with investigation under this section the attorney general upon specifying the nature of the violation or suspected violation may obtain discovery from any person regarding any matter, fact or circumstance, not privileged, which is relevant to the subject matter involved in the pending investigation, in accordance with the provisions of this subdivision. The discovery may be obtained without commencement of a civil action and without leave of court, except as expressly required by the provisions of subdivision 2a. The applicable protective provisions of rules 26.02, 26.03, and 30.04 of the Rules of Civil Procedure for the district courts shall apply to any discovery procedures instituted pursuant to this section. The attorney general or any person to whom discovery is directed may apply to and obtain leave of the district court in order to reduce or extend the time requirements of this subdivision, and upon a showing of good cause the district court shall order such a reduction or extension. In order to obtain discovery, the attorney general may:

(a) Serve written interrogatories on any person. Within 20 days after service of interrogatories, separate written answers and objections to each interrogatory shall be mailed to the attorney general.

(b) Upon reasonable written notice of no less than 15 days, require any person to produce for inspection and copying any documents, papers, books, accounts, letters, photographs, objects, or tangible things which are in the possession, custody, or control of that person.

(c) Upon reasonable written notice of no less than 15 days, take the testimony of any person by deposition as to any fact or opinion relevant to the subject matter involved in the pending investigation.

For the purposes of this subdivision the term "person" has the meaning specified in section 325F.68.

214.10 COMPLAINT, INVESTIGATION, AND HEARING.

Subdivision 1. Receipt of complaint; notice.

The executive director or executive secretary of a board, a board member or any other person who performs services for the board who receives a complaint or other communication, whether oral or written, which complaint or communication alleges or implies a violation of a statute or rule which the board is empowered to enforce, shall promptly forward the substance of the communication on a form prepared by the attorney general to the designee of the attorney general responsible for providing legal services to the board. Before proceeding further with the communication, the designee of the attorney general may require the complaining party to state the complaint in writing on a form prepared by the attorney general. Complaints which relate to matters within the jurisdiction of another governmental agency shall be forwarded to that agency by the executive director or executive secretary. An officer of that agency shall advise the executive director or executive secretary of the disposition of that complaint. A complaint received by another agency which relates to a statute or rule which a licensing board is empowered to enforce shall be forwarded to the executive director or executive secretary of the board to be processed in accordance with this section. No complaint alleging a matter within the jurisdiction of the board shall be dismissed by a board unless at least two board members have reviewed the matter. If a board makes a determination to investigate a complaint, it shall notify a licensee who is the subject of an investigation that an investigation has been initiated at a time when such notice will not compromise the investigation.
Subd. 2. Investigation and hearing.

The designee of the attorney general providing legal services to a board shall evaluate the communications forwarded by the board or its members or staff. If the communication alleges a violation of statute or rule which the board is to enforce, the designee is empowered to investigate the facts alleged in the communication. In the process of evaluation and investigation, the designee shall consult with or seek the assistance of the executive director, executive secretary, or, if the board determines, a member of the board who has been appointed by the board to assist the designee. The designee may also consult with or seek the assistance of any other qualified persons who are not members of the board who the designee believes will materially aid in the process of evaluation or investigation. The executive director, executive secretary, or the consulted board member may attempt to correct improper activities and redress grievances through education, conference, conciliation and persuasion, and in these attempts may be assisted by the designee of the attorney general. If the attempts at correction or redress do not produce satisfactory results in the opinion of the executive director, executive secretary, or the consulted board member, or if after investigation the designee providing legal services to the board, the executive director, executive secretary, or the consulted board member believes that the communication and the investigation suggest illegal or unauthorized activities warranting board action, the person having the belief shall inform the executive director or executive secretary of the board who shall schedule a contested case hearing in accordance with chapter 14. Before directing the holding of a contested case hearing, the executive director, executive secretary, or the designee of the attorney general shall have considered the recommendations of the consulted board member. Before scheduling a contested case hearing, the executive director or executive secretary must have received a verified written complaint from the complaining party. A board member who was consulted during the course of an investigation may participate at the hearing but may not vote on any matter pertaining to the case. The executive director or executive secretary of the board shall promptly inform the complaining party of the final disposition of the complaint. Nothing in this section shall preclude the board from scheduling, on its own motion, a contested case hearing based upon the findings or report of the board's executive director or executive secretary, a board member or the designee of the attorney general assigned to the board. Nothing in this section shall preclude a member of the board, executive director, or executive secretary from initiating a complaint.

Subd. 2a. Proceedings.

A board shall initiate proceedings to suspend or revoke a license or shall refuse to renew a license of a person licensed by the board who is convicted in a court of competent jurisdiction of violating section 609.2231, subdivision 8, 609.23, 609.231, 609.2325, 609.233, 609.2335, 609.234, 609.465, 609.466, 609.52, or 609.72, subdivision 3.
I appreciate the Board’s time in assisting with understanding these statutes. As I am seeking a legal opinion from our Attorney General’s Representative, I will also present this information:


The Attorney General’s Office is authorized by statute to issue written legal opinions only to constitutional executive officers, state agencies, bodies of the state legislature, and attorneys for local governments or pension funds. These opinions do not generally have legally binding effect as a court decision, but they can be helpful to inform the actions of local public officials. Some opinions are formally “published”, while others are not. People may access formal published opinions in the ways set forth below.

*Sincerely,*

Gregory J. Cook, CFE, CPP | EXECUTIVE DIRECTOR
BOARD OF PRIVATE DETECTIVES AND PROTECTIVE AGENTS

Bureau of Criminal Apprehension
1430 Maryland Avenue East, St. Paul, MN 55106
651.793.2668 | GREG.COOK@STATE.MN.US
To: STATE OF MINNESOTA BOARD OF PRIVATE DETECTIVE AND PROTECTIVE AGENT SERVICES

I am formally requesting my renewal date to be moved from April to September or October of the year. I am requesting this due to the business hardship of paying my renewal fees in the spring of the year. I am a very small and part-time employer with most of my work, therefore my income, coming during the summer and fall months of the year. I do not have any full-time employees and do not work year-round. This year, with COVID-19 cancelling most of my work and considering the Governor’s emergency order, I am requesting to reset my business’s renewal date to accommodate my part-time business.

Thank You for taking time to consider my request. I can be reached via email: krayj3@gmail.com or cell phone @ 218-780-4765.

Respectfully,

[Signature]

Founder/Owner
Hard Target Inc.