

DIGITALIZED SECURITY SERVICES AGREEMENT

This digitalized agreement is made in 2019 ("Security Services Agreement") with the initiating of the request for the Security Services.

BY AND BETWEEN

1. This is by the requester (Client) of security services, the Name, CNIC and the Address and the place as mentioned in the request form as sent to Reichert Security Services through digital form (online) hereunder called a Second Party.

AND

2. **REICHERT SECURITY SERVICES (PVT.) LTD.**, a company incorporated in Pakistan with its Head Office at Office Apartment – B, Al-Rehman Plaza, Habib Bank Chowk, Sarwar Road, Lahore hereinafter referred to as "**RSS**", which expression shall, where the context requires, be deemed to mean and include its successors-in-interest and assign; (**Second Party & RSS** shall, where the context requires collectively be referred to as the "Parties" and individually as "**1st Party**" or RSS) on behalf of **IMTIAZ AHMAD CNIC NO. 38101-7813194-5, CEO RSS.**

WHEREAS:

- A. **Second Party** requires security services for the event for the Date, Time, Location and address as mentioned in its request.
- B. On the terms and conditions hereinafter set forth, **1st party** is willing to accept such engagement.
- C. **First Party** is a company providing on contract basis, security services and system and has represented that it possesses the required ability to provide the security services at the level of competence, reliability and expertise for the event as requested in writing or with online request.
- D. The parties wish to record the terms and conditions in respect of the forgoing through this Agreement where under **First Party** shall provide **Second Party** the required services detail as mentioned in online request for provision of security services.

NOW THEREFORE, in consideration of the mutual promises, covenants and understandings set forth herein and intending to be legally bound hereby, the parties agree as follows:

1 The terms and Scope of Services:

- 1.1 The term of this Security agreement shall be for the specified date (s) & time(s) as mentioned in the request by the 2nd party. The agreement will remain effective during the requested services hours and both the parties are now legally bound to follow.

The second party shall notify through mail or in other medium of communication in writing (in English Language) **First Party** its intention to renew or to extend this Security Services Agreement for Date & Time or Location for the duty for which payment of services charges would be paid by the 1st party in advance.

First Party shall commence providing the security services from the date and time mentioned in the request made through online form constructed by Reichert Security Services (Pvt.) Ltd hereto as agreed the details whereof, have been through request form.

2. **DUTIES OF 1ST Party.** During the Term of the Agreement, 1st party shall furnish the Client with security coverage at the Location in accordance with the provisions in the request through computerized form hereto and made a part hereof.

- 2.1 **COMPENSATION** 1st Party shall be compensated for its services rendered.

Protocol Guard:	500 per hour per
High Guards	PKR 1000 per hour.
Mode of Payment	Advance payment through Bank, Easy paisa, Jazz cash or cash.
Above amount is exclusive all taxes.	

- 2.3 **Booking** is not accepted if it's less than 5 hours & would be considered completed and okayed when 1st party will okay to the request and payment is made 100 percent for the requested hours in advance.
2nd Party can request for the invoice if needed for the records.
- 2.4 Cash will be handed over only to authorize person, nominated by the company in writing.

3. Obligations of RSS

3.1. **RSS** shall during the currency of Security Services Agreement ensure that all its personnel assigned for the Services are;

- i. In good health.
- ii. Young
- iii. Ex-Servicemen or other experienced personnel like commandos or other, should not be more than 55 years old but must be physical fit.
- iv. Event Guard will not be employed on administrative duties.
- v. Capable of hearing conversation in normally audible voice sound without any aid.
- vi. **RSS** shall also undertake to provide replacements of guards, in case of sudden absence/ emergency leave, or any other reason instantaneously.

3.2 The company Guard will follow all the legal and lawful instructions of second party faithfully and will keep vigilant watch and will follow maximum security protocols.

3.3. 1st party owned vehicle (s) or rented will not be drove by the 2nd party person (personnel)

3.4. Food will be served to all guards free of cost by the 2nd party timely.

3.5. 1st party Guard will not be responsible for any of illegal activity of the 2nd party and his nature of duties would not be considered illegal as he would be doing in good faith as this contract has been made in good faith. The 1st party guard can discontinue the services if 2nd party found performing some illegal activity.

In case of fog, road jams, or any inevitable reasons, where move is not possible, 1st party may delay or cancel the agreement. The action of 1st party will not be challenged in any court of law. In such cases, all payments received for services charges will be returned/refunded to the 2nd party.

In case of escort guarding, if any accident takes place where 1st party guard (s) or the 1st party vehicle (s) get injured /damaged, and are show inability to perform, the service charges paid by the 2nd party will not be returned / refunded. Similarly, during the event, any guard, during the currency of services get medical emergency and show real inability to perform, the payment of 2nd party will not be returned/refunded, however 1st party will make the arrangements to give replacement at priority.

3.3. General Duty Hours are 6 hours for the event guards. 1st party can give maximum waver for two hours depending the circumstances. Exceeding the time 2nd party will have pay additional service charges as under.

3.3. Extra charges PKR 500 /per hour for protocol guards and PKR 1000 for High Guards.

4. General

4.1 Any failure of either of the parties to require the performance of any of the other Party's obligations under this Security Services Agreement or the waiver by either Party of any breach hereunder, shall not prevent a subsequent enforcement of the said obligation, nor shall it be deemed to be a waiver of any subsequent breach.

4.2 If any dispute should arise touching upon the terms of this Security Services Agreement, the Parties shall first seek to resolve it amicably between themselves through good faith negotiations within a reasonable time. If this should fail, the matter shall be resolved by arbitration of two arbitrators in accordance with the Arbitration Act, 1940 (or any statutory modification and amendments thereto).

One arbitrator shall be appointed by each of Parties of their own choice and the two arbitrators shall appoint an umpire to resolve the dispute submitted to them in case of their failure to reach a consensus.

4.3 The arbitrators and the umpire shall each be either a retired judge of the Provincial High Court or the Supreme Court of Pakistan. The decision of the arbitrators (or the umpire) shall be final and binding upon the

- Parties. Arbitration shall be precondition to any action at law and each of the Parties shall bear its own cost of arbitration, regardless of the arbitral outcome. The venue of the arbitration proceedings shall, unless otherwise agreed by the Parties hereto, be Lahore, and arbitration shall be conducted in English.
- 4.4 This Security Services Agreement shall be governed by and construed in accordance with the laws of Pakistan.
- 4.5 Contact person if changed would be intimated officially.
- 4.6 For the purposes of uniformity of policy and decision, **Second Party** shall, before the commence date & time of the services, in execution of this Security Services Agreement, formally nominate a person or authority as a single contact authority with or to whom any and all relevant or connected contractual, and/ or financial matter may be referred to and or discussed on a regular basis. If not nominated within in specified time, the single authority to deal with, will be considered the requester of the services.
- 4.7 The mails or recitals, appendices and annexure (s), if any referred to herein, are an integral part of this Security Services Agreement and shall construed accordingly for all purposes.

5. Notices

- 5.1 Any notice to be given for the purposes of this Security Services Agreement Shall either be delivered personally by hand (receipt or diary number would be taken as an evidence of delivery) or mail or sent by first class recorded delivery, overnight courier or tele-fax (facsimile transfer), or any other lawful and / or legally recognized communication mode must be received at least 6 hours before the commencement of the services.
- 5.2 Cancellation of Agreement if needed would be communicated at least 12 hours before the commencement of the security services. More than 6 hours and less than 12 hours would tax a 2nd party 25 % charges out of total service charges. If the intimation is less than 6 hours from the commencement time, 50 percent service charges will be deducted from the total amount calculated as per time requested and service charges. If it's less than 2 hours, no refund will be made by the 2nd party.
- 5.3. In case of fake request for security services would make 2nd party liable to pay for the service charges as per the request made for number of security guards and time duration asked vis-a vis services charges, and hereto would be liable to be punished through cybercrime department (FIA) and through Police in fraudulent case.

6. Notices

Acceptance: When okaying and certifying to be agreed through "Agree" for terms & conditions, means that 2nd party has read all the terms & conditions and accepted.

RSS (Pvt) Ltd (1st Party)

Attention: **Imtiaz Ahmad (Director) Reichert Security Services (Pvt.) Ltd.**

Email: reichertsecurity@gmail.com

Tel No. 0303- 0909000
0334-7931721