

ASC Referral Program Terms and Conditions

These Terms and Conditions (“Terms”) govern your participation in the referral program offered by **Security Corporation of Virginia dba American Security & Control** (“ASC”). By entering into a Referral Agreement with ASC, you also agree to comply with these Terms, which are incorporated by reference into your signed agreement.

1. Purpose of These Terms

These Terms outline the operational, legal, and administrative policies that apply to all participants in ASC’s referral program. They apply alongside your Referral Agreement and help clarify expectations, rights, and responsibilities.

2. Dispute Resolution (Arbitration Clause)

Any dispute, claim, or controversy arising out of or relating to your Referral Agreement or these Terms shall be resolved by **binding arbitration** under the rules of the American Arbitration Association. Arbitration will take place in **Fairfax County, Virginia**. The prevailing party will be entitled to recover **reasonable attorney’s fees and costs**. Judgment on the arbitrator’s award may be entered in any court with jurisdiction.

3. Performance Standards

To protect the quality and reputation of the ASC brand, clients receiving Referrals must:

- **Bill customers at least bi-weekly**
- **Provide trained, qualified staff** for all referred work
- **Maintain all agreed-upon staffing levels**

Failure to meet these standards may result in **contract reassignment** and/or removal from the referral program.

4. Reassignment Rights

ASC reserves the right to reclaim and reassign any Referral if:

- Client fails to staff as required
- Client fails to provide qualified personnel
- The referred customer requests to change providers

- ASC determines that client performance may negatively affect ASC's reputation or customer relationship

ASC may contact the referred customer directly in such cases and offer the opportunity to another provider.

5. Performance Feedback

ASC reserves the right to **communicate directly with referred customers** about performance-related matters and to share that feedback with the client.

6. Additional Opportunities and First Right of Refusal

When new opportunities arise from an existing Referral (such as additional shifts or locations), ASC will first offer the job to the original client. However, if the client **fails to respond within five (5) hours**, ASC may offer the job to another provider without further obligation.

7. Commission Enforcement

If the client does not remit payment within the time specified in the Referral Agreement:

- **Interest will accrue at 1.5% per month** (or the maximum rate allowed by law)
- ASC reserves the right to **suspend future Referrals** until payment is received
- ASC may invoice based on the invoice date shown on the client's invoice, regardless of when it is submitted

8. Modification of Terms

ASC reserves the right to update or modify these Terms at any time. Updated terms will be posted at the same URL and will apply to any Referrals made after the date of update. It is your responsibility to review these Terms periodically.

9. Licensure and Compliance:

Client will maintain in full force all licenses, permits, and authorizations required to perform the Services, and will comply with all applicable laws and regulations in carrying out Services for Customers.

Qualified Personnel: Client will ensure that all personnel assigned to provide the Services to Customers (including security officers and fire watch personnel) are properly trained, qualified, and, where applicable, certified or licensed as required by law or industry standards. Client's personnel must perform their duties in a professional and workmanlike manner at all times.

Service Quality: Client shall perform the Services for each Customer in accordance with prevailing industry standards and any specific requirements agreed upon with that Customer, so as to maintain a high level of customer satisfaction.

10. Confidentiality

The parties agree that the financial terms and conditions of this Agreement, and all information exchanged between the parties in connection with this Agreement or the Referrals, are strictly confidential. Neither party shall disclose the terms of this Agreement or any confidential information of the other party to any third party without the prior written consent of the other, except as may be required by law or for disclosures to that party's professional advisors (e.g. legal counsel, accountants, or tax advisors) who are bound to maintain confidentiality. This confidentiality obligation is in addition to, and does not supersede, any obligations contained in any mutual nondisclosure agreement ("MNDA") or similar agreement between the parties, which remains in full force and effect.

11. Assignment

Neither this Agreement nor any rights or obligations hereunder may be assigned or transferred by either party without the prior written consent of the other party, except that ASC may assign this Agreement without consent to a successor or affiliate in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempted assignment in violation of this section shall be null and void.

12. Contact

For questions about these Terms, please contact:

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