

**NATIONAL TRANSPORT AUTHORITY (NTA) – PROCUREMENT DIVISION
SPECIAL PROJECTS DIRECTORATE**

CONFIDENTIAL CONTRACT & NON-DISCLOSURE AGREEMENT

PARTIES:

1. **The National Transport Authority (NTA)**, a statutory body of the Government of Country 1, having its principal office at 1 Authority Plaza, Capital City, Country 1 (hereinafter “the Authority”).
2. **Blackwater Logistics Ltd. (BWL)**, a private limited company registered in a jurisdiction that permits private security contracting (Registration No. BWL-INT-779A), with its operational headquarters at an undisclosed location (hereinafter “the Contractor”).

CONTRACT REFERENCE: NTA/SPD/BWL/779A/CC

EFFECTIVE DATE: 00:01 Hours, 15 October 2025

CONTRACT VALUE: €4,850,000.00 (Excluding VAT and any applicable duties)

SECURITY CLASSIFICATION: **COMMERCIALLY SENSITIVE / LEGAL PRIVILEGE**

PROJECT TITLE: Secure High-Value Asset Relocation (Project “SILENT RUN”)

SCOPE OF WORK (SoW):

The Contractor shall provide end-to-end armed security, logistics, and chain-of-custody management for the relocation of designated High-Value Assets (HVAs), as specified in Appendix A. Services include secure loading/unloading, overland armed escort to/from designated railheads, in-transit security aboard NTA-managed rolling stock, and final secure delivery. All operations will utilize pre-approved, non-public NTA freight corridors and secure transfer nodes.

NON-DISCLOSURE & NON-COMPETE (Clause 5):

The Contractor agrees that the existence, terms, and operational details of this Agreement are strictly confidential for a period of twenty-five (25) years from the Effective Date. The Contractor further agrees not to provide similar services for any entity hostile to the interests of Country 1 for a period of five (5) years following the contract's termination.

TERM: This Agreement shall commence on the Effective Date and shall terminate upon completion of the third transit and final sign-off (Project Completion), or on 31 December 2025, whichever is sooner.

SIGNATORIES

By signing below, the Parties acknowledge they have read, understood, and agree to be bound by all terms, conditions, and appendices of this Agreement.

FOR AND ON BEHALF OF THE NATIONAL TRANSPORT AUTHORITY:

Dr. Alistair Vance
Director, Special Projects Directorate

Signature:

Date: 16 October 2025

Witnessed by: _____ (E. Shaw, NTA Legal Counsel)

FOR AND ON BEHALF OF BLACKWATER LOGISTICS LTD.:

Marcus Thorne
Chief Operations Officer

Signature:

Date: 16 October 2025

Witnessed by: _____ (J. Petrov, BWL General Counsel)

PAGE 2 — APPENDICES & KEY DETAILS

APPENDIX A: TRANSPORT SCHEDULE & TECHNICAL SPECIFICATIONS

A.1 Asset Profile:

- **Designation:** HVA-779A
- **Description:** Specialized Governmental Equipment. Non-hazardous, non-radioactive.
- **Packaging:** One (1) ISO 668 20ft High-Cube Container. Modified to internal specifications: Temperature-controlled (maintained at 16°C ±2°C), Electromagnetic (EM) and Radio Frequency (RF) shielded. External markings: "INDUSTRIAL GEARBOXES – FRAGILE" and a stenciled, non-sequential barcode (Ref: BWL-NTA-779A).

A.2 Route Schedule (Primary – "Route AURELIA"):

- **Phase 1 (Road):** Secure loading at **Depot Alpha** (Authorized Personnel Only. Grid Ref: CLASSIFIED).
- **Phase 2 (Rail):** Transfer to on-site rail spur. Load onto designated flatcar (NTA Rolling Stock ID: RFR-8891-L). Transit via **Central Freight Hub “Crosspoint”** (No stop. BWL team to maintain internal security during automated re-routing).
- **Phase 3 (Road):** Unloading at final destination, **Depot Omega** (Authorized Personnel Only. Grid Ref: CLASSIFIED).
- **Contingency Route:** DECIMA (details in sealed Appendix A-2, to be opened only upon written order from NTA EOC).

A.3 Timing & Windows:

- Operations are **NOCTURNAL ONLY**.
- Transit Windows: 23:00hrs – 04:00hrs (Local Time) on:
 - **T1:** Wednesday, 05 November 2025
 - **T2:** Wednesday, 12 November 2025
 - **T3:** Wednesday, 19 November 2025
- All loading/unloading must be completed within the 5-hour window. No delays are permitted.

A.4 Security Protocols:

- **Contractor (BWL) Responsibility:** Minimum eight (8)-person tactical team per transit, comprising two (2) drivers, four (4) close-protection officers, and two (2) counter-surveillance/communications specialists. All personnel cleared to BWL Tier-4 level or equivalent. All weapons and ammunition to be supplied by BWL, in accordance with Country 1's Special Temporary Import License #STI-779A.
- **Authority (NTA) Responsibility:** NTA Police will secure a 500-meter sterile perimeter at Depot Alpha and Depot Omega for a period of 30 minutes before and after operations. NTA Police will **not** accompany the convoy or train.
- **Communications:** Primary: Encrypted satellite uplink using BWL-provided **KryptoCom K500** units. Secondary: Pre-programmed, limited-range UHF burst devices.
 - **Daily Comms Key:** Will be provided via secure diplomatic bag 24 hours prior to each transit window.
 - **OPERATIONAL SILENCE:** All discussion of this project on NTA internal email, messaging systems, or landlines is **expressly forbidden**. Coordination is via secure, dedicated channel only.

APPENDIX B: PAYMENT SCHEDULE & FINANCIALS

B.1 Total Contract Fee: €4,850,000.00 (Four Million, Eight Hundred and Fifty Thousand Euros).

B.2 Payment Milestones:

- **Milestone 1 (30% - Mobilization Fee):** €1,455,000.00. Payable within five (5) business days of countersigned contract.
 - *Beneficiary:* Blackwater Logistics Ltd.
 - *Bank:* Bank 1, [Town], [Country]
 - *IBAN:* **GB12 BUKB 3456 7890 1234 56**
 - *SWIFT/BIC:* **BUKBGB22XXX**
 - *Reference:* **NTA779A-MOB**
- **Milestone 2 (40% - Performance Payment):** €1,940,000.00. Payable within three (3) business days of successful completion and NTA sign-off for Transit T2.
- **Milestone 3 (30% - Final Completion):** €1,455,000.00. Payable within three (3) business days of successful completion, chain-of-custody verification, and asset handover for Transit T3.

B.3 Late Payment: Interest shall accrue at 2% per month on any overdue amount.

APPENDIX C: LIABILITY & INDEMNIFICATION (KEY EXCERPTS)

Clause 17 – Limitation of Liability & Force Majeure

17.1 The Contractor's total aggregate liability to the Authority, whether in contract, tort (including negligence), or otherwise, for any loss or damage arising under or in connection with this Agreement, shall be limited to the total Contract Value (€4,850,000.00).

17.2 **Notwithstanding Clause 17.1, the Contractor shall have no liability whatsoever for the loss, destruction, or damage of the HVA itself.** The Parties expressly acknowledge that the intrinsic value of the HVA is incalculable and beyond ordinary commercial valuation. The Authority assumes all risk related to the inherent value of the HVA.

17.3 The Authority shall indemnify, defend, and hold harmless the Contractor, its affiliates, and personnel from and against any and all claims, liabilities, damages, and expenses (including legal fees) arising from:

- a) The Authority's failure to provide accurate information or safe access.
- b) **The lawful use of proportionate force, including lethal force, by Contractor personnel in the direct defense of the HVA, the transport platform, or their own persons, in accordance with the Rules of Engagement (Appendix D).**

Clause 18 – Governing Law & Dispute Resolution

18.1 This Agreement shall be governed by and construed in accordance with the laws of a neutral jurisdiction, as specified in a separate, sealed annex.

18.2 Any dispute arising out of or in connection with this Agreement shall be finally settled by confidential arbitration. The rules, seat, and appointing authority for such arbitration shall be specified in the same sealed annex. All proceedings and awards shall remain strictly confidential between the Parties.