



Key Resources Inc. Standard Terms and Conditions

Key Resources Inc. (hereinafter referred to as STAFFING FIRM) is engaged in the business of: (a) assigning its own employees (each, an "Assigned Employee") to perform services on a temporary basis for client companies, and (b) providing related management and human resource services in connection with those Assigned Employees;

CLIENT desires to engage STAFFING FIRM to provide such Assigned Employee(s) and services and may seek to have STAFFING FIRM coordinate the provision of such services by other staffing firms, affiliated companies, and/or subcontractors as may be necessary to meet CLIENT's staffing needs;

THEREFORE, in consideration of the foregoing, and of the mutual covenants below, and intending to be legally bound hereby, the parties hereto agree as follows:

1. STAFFING FIRM Duties and Responsibilities; Right to Control; Insurance

1.1 Duties and Responsibilities

STAFFING FIRM shall provide one or more Assigned Employees as requested by CLIENT from time to time. Such Assigned Employees of the STAFFING FIRM shall provide services under CLIENT'S management and day to day supervision at a facility or in an environment controlled by CLIENT.

STAFFING FIRM will:

Recruit, screen, interview, hire, and assign its Employees ("Assigned Employees") to perform the type of work described on Services Agreement, under CLIENT's supervision, at the location/s specified in a job order, for the term specified in the job order, and will, as the common law employer of Assigned Employees be responsible for the following:

- A. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them and required by Federal, State or Local law;
- B. Pay, withhold, and transmit payroll taxes, social security, Medicare, unemployment and other withholding deductions and payments; provide unemployment insurance and workers' compensation benefits; and process all unemployment and workers' compensation claims involving Assigned Employees;
- C. Ensure proper completion of I-9 Forms for Assigned Employees pursuant to the Immigration Reform & Control Act of 1986, as amended;
- D. Require Assigned Employees to acknowledge in writing that they are employees of the STAFFING FIRM alone and that they are not employees of the CLIENT, and require Assigned Employees to sign an agreement acknowledging that they are not entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by CLIENT to its regular employees; and
- E. Provide Assigned Employees with a general orientation and introduction to safety in the workplace (with the understanding that workplace and equipment-specific training shall be provided by CLIENT as set forth more fully below).
- F. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as set forth in subparagraph g. below, the Patient Protection and Affordable Care Act (ACA).
- G. Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

1.2 Right to Control

In addition to STAFFING FIRM'S duties and responsibilities set forth in paragraph 1.1, STAFFING FIRM has the right to reasonably request physical inspection of the work site and work processes to assess any potential work site hazards to Assigned Employees; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce STAFFING FIRM's employment policies relating to Assigned Employee conduct at the CLIENT worksite.

1.3 Services Provided by Affiliate Companies

STAFFING FIRM may use the services of its Affiliate Companies to coordinate the provision of services as necessary to meet CLIENT's staffing needs. CLIENT agrees that all terms and obligations of this Agreement as defined in Section 1.1 subsection A will extend to Staffing 360 Solutions, Inc Affiliates, Headway Workforce Solutions, Inc., Key Resources, Inc. and Lighthouse Placement Services, inc. unless a written amendment is signed by both parties.

1.4 Insurance

At all times during the term of this Agreement, STAFFING FIRM shall, at its sole cost and expense, cover its services for Client with at least the following types and limits of insurance or other coverage, and shall provide CLIENT with proof of such coverage upon written request:

- (a) general liability insurance with limits in the amount of \$1,000,000 each occurrence and \$2,000,000 in the aggregate;
- (b) employment practices liability insurance with limits in the amount of \$1,000,000 each occurrence and \$2,000,000 in the aggregate;
- (c) commercial automobile liability with limits no less than \$1,000,000, combined single limit and
- (d) umbrella Liability with limits of \$10,000,000 each occurrence and \$10,000,000 in the aggregate
- (e) workers compensation benefits or coverage on the Assigned employees, in amounts no less than required by law

2. CLIENT Duties and Responsibilities

CLIENT agrees that it will not reject Assigned Employee referrals or otherwise deem Assigned Employees unacceptable, or take any other action for any reason prohibited by Federal, State or Local laws including, but not limited to, laws pertaining to employment discrimination, Worker's Compensation, or other Laws, Regulations or Standards whatsoever.

CLIENT agrees to require all Assigned Employees to record all hours worked and will not permit "off the clock" time or other similar arrangements.

CLIENT agrees to :

- A. Meet its duties and responsibilities in respect of Safety as set forth in Safety Exhibit A.
- B. Exclude Assigned Employees from CLIENT's benefit plans, and not make any offer or promise relating to Assigned Employees' compensation or benefits.
- C. Ensure Assigned Employees only work in CLIENT facility on jobs for which they have been assigned, qualified, trained and hired to do under specific job descriptions, with such training to take place within one business day of Assigned Employee's arrival on CLIENT's site, or within one business day of a change in Assigned Employee's duties which necessitates additional training. Any changes to their substantial job functions, machinery, exposure to safety hazards, work location or pay rate must be approved in writing by STAFFING FIRM before work begins.
- D. Notify STAFFING FIRM immediately if any Assigned Employee performs work under a State or Federal contract, and agrees to pay STAFFING FIRM any applicable price differential to reflect the higher wages and mandated benefits that may be due by reason of any State or Federal requirements or contract specifications. This includes any applicable price differential should the State or Federal authority apply the mandated benefits change retrospectively.
- E. Notwithstanding the provisions of Services Agreement, not to directly or indirectly cause or permit any STAFFING FIRM's Assigned Employee to transfer employment to any other entity's payroll (including any other staffing firm) during the term of this Agreement and for a period of 90 days after such Assigned Employee's assignment ends with CLIENT.

3. Payment Terms, Bill Rates, and Fees and Conversion

CLIENT will pay STAFFING FIRM for its performance at the rates, and in accordance with the terms, set forth on Services Agreement and will also pay any additional costs or fees set forth in this Agreement. STAFFING FIRM will invoice CLIENT

for services provided under this Agreement on a weekly basis. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. CLIENT agrees to pay all invoices within 15 days of the invoice date, and to pay an additional finance charge of 5% or the maximum legal rate, whichever is higher, on any unpaid balances after 15 days and shall indemnify STAFFING FIRM for its costs (including reasonable attorney's fees) incurred to collect any unpaid amount. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion. For Direct Hire and Conversion fees, CLIENT agrees to pay all placement fees and related expenses within 15 days after candidate's start date.

Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work, as required by State or Federal laws. STAFFING FIRM will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. In addition to the bill rates specified in Services Agreement, CLIENT will pay STAFFING FIRM the amount of all new or increased Federal, State or Local mandated employee labor costs.

4. Confidential Information

Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

5. Cooperation

The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

6. Arbitration

Any controversy or dispute between the parties arising out of this Agreement, will be resolved by arbitration under the Federal Arbitration Act and before the American Arbitration Association (AAA), by a single arbitrator at the AAA location closest to STAFFING FIRM's office. The arbitrator will have no authority to change any of the terms of this Agreement. The arbitrator, not any court, shall have exclusive authority to resolve any dispute relating to the enforceability or formation of this Agreement and the arbitrability of any dispute between the parties. CLIENT specifically waives its right to litigate any such claims in Court and before a jury. Any decision rendered by an Arbitrator hereunder is final and binding on the parties. The non-prevailing party shall solely bear all costs of any arbitration initiated hereunder but each party may bear its own attorneys' fees unless fee-shifting is mandated by applicable law. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

7. Indemnification

7.1 STAFFING FIRM shall defend, indemnify, and hold harmless CLIENT and its officers, directors, employees, agents, successors, and permitted assigns (each, a "Client Indemnitee") from and against all claims, losses, and liabilities, including reasonable attorneys' fees arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of STAFFING FIRM or Assigned Employees; and
- (b) STAFFING FIRM's material breach of any representation, warranty, or obligation of STAFFING FIRM set forth in this Agreement.

7.2 CLIENT shall defend, indemnify, and hold harmless STAFFING FIRM and its affiliates and their respective officers, directors, employees, agents, successors, and permitted assigns from and against all claims, losses, and liabilities, including reasonable attorneys' fees arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of CLIENT; and
- (b) CLIENT's breach of any representation, warranty, or obligation of CLIENT set forth in this Agreement.

7.3 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any claim, suit, action, or proceeding and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such claim, suit, action, or proceeding

and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any claim, suit, action, or proceeding in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 7.3 shall not relieve the indemnifying party of its obligations under this Section 7.3 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own expense.

7.4 The parties agree that this Section 7 constitutes the complete agreement between the parties with respect to indemnification and each party waives its right to assert any common law indemnification or contribution claim against the other party.

8. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, PROFIT OR LOSS OF DATA, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Compliance with Law

- A. Both parties represent and warrant to each other that they are in compliance with all applicable laws.
- B. STAFFING FIRM as well as CLIENT will comply with Federal, State and Local labor and employment laws, including, but not limited to; the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as set forth in paragraph 13 below, the Patient Protection and Affordable Care Act (PPACA) and the Occupational Safety and Health Care Act.
- C. STAFFING FIRM as well as CLIENT provide equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by Federal, State or Local laws. CLIENT and STAFFING FIRM agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Assigned Employee, CLIENT and STAFFING FIRM agree to cooperate in the prompt investigation and resolution of such complaint.

10. Staffing Firm Health Coverage Offered On Behalf Of Client

Although the parties intend that STAFFING FIRM and not CLIENT be deemed the common law employer (within the meaning of Treas. Reg. § 31.3401(c)-1(c)) of Assigned Employees and that such employees be deemed the common law employees of STAFFING FIRM and not CLIENT, the parties nevertheless intend to satisfy the requirements of Treas. Reg. § 54.4980H-4(b)(2), under which an offer of group health plan coverage made by STAFFING FIRM is treated as an offer of coverage by CLIENT for all purposes of Code § 4980H, provided that certain criteria are satisfied.

11. Staffing Firm Indemnification of Client for Liability under the Affordable Care Act (ACA)

STAFFING FIRM shall be solely responsible for, and shall reimburse, indemnify, and hold harmless CLIENT (hereafter collectively referred to as "CLIENT Indemnity") for, any taxes, penalties, or other liabilities assessed against STAFFING FIRM or CLIENT under Code § 4980H with respect to Assigned Employees due to STAFFING FIRM's failure to—

- (i) Offer "minimum essential coverage" under an "eligible employer-sponsored plan" each within the meaning of Code § 5000A(f)(1)(B); or
- (ii) Offer coverage that is "affordable" or provides "minimum value," each within the meaning of Code § 36B(c)(2)(C) and § 4980H(b) and related regulations.

Provided, however, that in no event shall CLIENT Indemnity extend to any taxes, penalties, or other liabilities under the under Code § 4980H where such tax, penalty, or other liability results from the imposition of penalties under (i) Code

§4980H(a), as a result of the failure by CLIENT to make offers of minimum essential coverage to its employees under an eligible employer-sponsored plan, or (ii) Code §4980H(b) as a result of CLIENT's making an offer of minimum essential coverage to its employees under an eligible employer-sponsored plan that is either unaffordable or fails to provide minimum value. If CLIENT is notified by any government entity of CLIENT's potential liability for any such taxes, penalties, or other liabilities relating to Assigned Employees, STAFFING FIRM shall fully cooperate, at STAFFING FIRM's reasonable expense, with CLIENT's efforts to object to or appeal any such determination of liability or potential liability.

12. Local, State or Federal Mandated Programs for all Employers:

If at any time during the term of this Agreement, STAFFING FIRM is required to increase the Assigned Employees wages or incurs increased payroll burden costs due to statutory mandates, CLIENT agrees that STAFFING FIRM may increase the Assigned Employees bill rate proportionately so as to place STAFFING FIRM in the same financial position it was in prior to such determination, order or action. STAFFING FIRM shall use commercially reasonable efforts to provide CLIENT with thirty (30) days written notice of any such modification, which such modification shall apply retroactively and prospectively, as appropriate.

13. Additional Client Requirements

Any modifications made by Client that materially change STAFFING FIRM costs not contemplated herein, such as additional materials, labor or testing may be invoiced as agreed to in writing.

14. Direct Placement Fee Structure:

The fee stated below applies to any candidate referred by STAFFING FIRM to CLIENT for permanent hire in a **Specified Position**, or any alternate offered and employed by your company, or any subsidiary, or affiliate within a one (1) year period from the date of referral. The fee due to STAFFING FIRM will be 25% (percent) of the hired candidates' total first year's compensation, including estimated commissions and bonuses, and any signing bonus. The total fee is due within 15 days of the candidate's start date.

Provided the invoice is paid in full in accordance with our schedule of service charges within fifteen days of the candidate's start date, STAFFING FIRM, extends a thirty (30) calendar day candidate replacement guarantee. If the candidate is no longer employed by CLIENT on the thirtieth (30) calendar day, from start date, STAFFING FIRM will replace candidate at no charge (except for company restructure, downsizing, job elimination or any controverted issue of Federal or State law). STAFFING FIRM fee is due for the sourcing, interviewing, screening, and referring a candidate that starts any position for CLIENT company.

15. Miscellaneous

- A. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
- B. No provision of this Agreement may be amended or waived unless agreed to in writing signed by the parties.
- C. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement. The parties affirm that, in entering into this Agreement, they have not relied upon any oral or written statements not set forth in this Agreement.
- D. The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning of any provision of this Agreement. Each party shall, upon the request, and at the sole cost and expense, of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement
- E. The provisions of this Agreement will inure to the sole benefit of and be binding on the parties and their respective representatives, successors, and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.
- F. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- G. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including without limitation any Assigned Employee, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. No assignment shall relieve the assigning party of any of its

obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void.

- H. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
- I. **Force Majeure:** Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
- J. The services that STAFFING FIRM will render to CLIENT under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between STAFFING FIRM and CLIENT.
- K. In addition to the Workers' Compensation statutory coverage as required by the law, CLIENT shall be named, at no charge, "*ALTERNATE EMPLOYER*" as an endorsement to the STAFFING FIRM's Workers Compensation policy.

16. Choice of Law; Jurisdiction; Venue

This Agreement, all exhibits attached hereto, and all matters arising out of or relating to this Agreement and the services provided hereunder, will be governed by and construed in accordance with the laws of the State of Connecticut, without reference to any conflicts of law principles that would cause the laws of any other jurisdiction to apply. Any action or proceeding by either of the parties to enforce this Agreement, including compelling Arbitration hereunder, shall be brought only in any state or federal court located in the State of Connecticut, County of Fairfield. The parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

17. Severability

Each provision of this Agreement will be considered severable, such that invalidity or unenforceability of one or more provisions of this Agreement, or if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, such invalidity, unenforceability or conflict shall not affect any other provision of this Agreement and, no other provision that can operate without the conflicting provision or clause will be affected. If possible, any unenforceable provision within this Agreement will be modified to reflect the drafters' original intention.

18. Persons Sent to you

Once the Services Agreement is signed, STAFFING FIRM will, at CLIENT's request, send Assigned Employee to work at the CLIENT premises designated on the job order. STAFFING FIRM is responsible for assigning to CLIENT workers with the skills and abilities specified. STAFFING FIRM is not your legal partner, co-venturer, principal, agent, insurer, or representative. Neither STAFFING FIRM nor any Assigned Employee(s) have any claim to CLIENT revenues related to their work. CLIENT is solely responsible for meeting its own goals for profits, costs, production, and scheduling. Assigned Workers have no authority to legally bind STAFFING FIRM .

19. Term of Agreement

This Agreement will be for a term of 1 year from the first date on which both parties have executed it and may continue thereafter on a month to month basis. The Agreement may be terminated by either party upon 60 days written notice to the other party, except that, if a party becomes party to a voluntary or involuntary bankruptcy proceeding, has not utilized STAFFING FIRMS' services for more than 60 days, becomes insolvent, admits its inability to pay its debts as they generally come due, discontinues operations, is dissolved or liquidated or takes corporate action for such purpose, makes a general assignment for the benefit of creditors, has appointed (voluntarily or involuntarily) a receiver, trustee, custodian or similar agent by order of any court of competent jurisdiction, or fails to make any payments as required by the Agreement, then either party may terminate the agreement upon 24 hours written notice, provided, however, a party shall have 72 hours from receipt of written notice to cure a failure to make any payment required under this Agreement.

20. Conversion

If CLIENT uses the services of any Assigned Employee in any way other than through STAFFING FIRM (such as another temporary staffing agency) within the assignment period or within 90 days after ending any assignment of the assigned employee, CLIENT agrees to pay STAFFING FIRM in line with the Conversion fees in Services Agreement.

21. Injunction

In the event of a breach or threatened breach by CLIENT of Section 20 of this Agreement, notwithstanding the Arbitration clause, the parties hereby acknowledge and agree that money damages would not afford an adequate remedy and that

STAFFING FIRM shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief restraining such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing actual damages, and without the necessity of posting any bond or other security. This equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief available to STAFFING FIRM. CLIENT agrees to pay any and all legal fees and court costs incurred by STAFFING FIRM in enforcing this paragraph.

22. Attorneys' Fees

In the event that any arbitration, action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees and court costs from the non-prevailing party.

23. Headings

The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They will in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

24. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of the Services Agreement delivered by email, facsimile or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of the Agreement.

Exhibit A

Client Safety Duties and Responsibilities

CLIENT agrees to:

- A. **SUPERVISE:** Properly supervise the work of the Assigned Employees in the same manner as its own employees and be responsible for its business operations, products, services, and intellectual property;
- B. **CONTROL & SAFEGUARD:** Properly control, and safeguard its premises, processes, or systems and ensure compliance with all applicable Federal, State and Local laws, as may be necessary. CLIENT will only have Assigned Employees work at CLIENT facility on jobs for which they have been assigned, qualified, trained and hired to do under specific job descriptions.
- C. **ENVIRONMENT:** Provide a safe, clean work environment and working conditions that comply with the Occupational Safety and Health Act of 1970 and all applicable Federal, State and Local laws, as may be necessary and to provide adequate notice to Assigned Employees and STAFFING FIRM of any unsafe conditions or potential hazards at the workplace. CLIENT will refrain from exposing Assigned Employees to any hazardous chemicals (as defined by the OSHA Hazard Communication Standard or any applicable state/ local 'right to know' law) under normal operating conditions or any foreseeable emergencies without proper training and required PPE
- D. **SAFETY TRAINING:** Provide site specific safety and job training to Assigned employees and in a language the Assigned employee understands and that is identical or equivalent to that provided to CLIENT's own employees performing the same or similar work and provide site specific training and orientation for Assigned Employees in all applicable safety, injury and illness programs, hazardous communication and operational instructions as CLIENT deems appropriate and as required by policy or by law, including but not limited to, all Federal OSHA and equivalent state agency requirements, guidelines and standards. In addition, CLIENT agrees, upon request, to provide STAFFING FIRM representative with documentation of completed training.
- E. **Personal Protective Equipment (PPE):** Provide Assigned Employees with the PPE that has been established by CLIENT as necessary for the work performed and will provide information regarding when PPE must be used and enforce the proper use and care of the PPE. The CLIENT will conduct any testing at Client's own expense as required by Federal, State or Local laws and regulations.
- F. **LIMIT:** Without STAFFING FIRM's express prior written consent (namely a Director, who is authorized to give this consent) and approval, which may be withheld in its sole discretion, prohibit Assigned Employee(s) from:
 - working on or from scaffolding or ladders (A Frame Step Ladders, extension Ladders or any ladder without a handrail or requiring fall protection be worn),
 - working as a security guard,
 - being entrusted with keys, unattended premises, cash, checks, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables,
 - operating any CLIENT motor vehicle whether owned, leased or rented (including automobiles and trucks, and including without limitation making deliveries and acting as a "driver"); operating any bulldozer, crane or any "heavy" equipment requiring a restricted class license and/or any specialized training or certification beyond that provided by CLIENT for light equipment/PIVs.
 - operating their personal vehicle for any work-related functions such as but not limited to pick up/deliveries, employee transportation, lunch runs, etc.
 - performing any landscaping, snow removal or construction duties,
 - working in a permit required confined space.
 - transferring to a different facility where STAFFING FIRM has not had an opportunity to conduct a safety assessment.
- G. **INJURIES:** Report any injuries or illnesses sustained by or in any manner involving any Assigned Employees to STAFFING FIRM within 24 hours of occurrence, and to allow a qualified representative of STAFFING FIRM to timely and reasonably investigate any work-related injury as part of STAFFING FIRM's Insurance Carrier's requirement. Furthermore, provide a written incident/accident report to STAFFING FIRM within 48 hours of the reported injury.
- G. **LIGHT, MODIFIED OR TRANSITIONAL WORK:** In the event an ASSIGNED EMPLOYEE is injured on the job and released to light, restricted or modified duty, CLIENT shall cooperate with STAFFING FIRM to provide the ASSIGNED EMPLOYEE with appropriate light, restricted or modified duty. Should CLIENT not co-operate with STAFFING FIRM to accommodate an Assigned Employee who has been injured but released by a medical provider

to light, restricted or modified duty, CLIENT agrees to reimburse 50% of indemnity payments to STAFFING FIRM for the relevant period.

- H. **REPORTING:** Notify STAFFING FIRM immediately of any OSHA inspection or request for information by OSHA and record on CLIENT's OSHA FORM 300 Log of work related injuries and illnesses, any recordable injuries and illnesses of Assigned Employees and comply with all other OSHA recordkeeping responsibilities applicable to the Assigned Employees in the same manner as its own employees.
- I. **MEDICAL TREATMENT:** Permit STAFFING FIRM to coordinate all appropriate medical treatment, where permitted by state law, following a work-related incident (unless it is an emergency) at a PPO or EPO (preferred or exclusive provider) or by other reasonable means.
- J. **AUDIT:** Upon request, co-operate and provide STAFFING FIRM reasonable access to safety reports, independent assessments and internal risk assessment materials to ensure the ongoing health and wellbeing of STAFFING FIRM'S assigned employees.