

GENERAL STAFFING AGREEMENT

Ivory Tech Sysystems, Inc. (Staffing Firm), with its principal office located at 455 E Eisenhower Pkwy, Suite 300, Ann Arbor, MI 48108, and _____(Client), with its principal office located at _____agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

1. SERVICES

- a. Staffing Firm will recruit, screen, interview and assign Its employees ("Assigned Employees") to perform the type of work described by the Client and under the Client's supervision at the locations specified on;
- b. Pay Assigned Employees wages and provide them with the benefits that Staffing firm offers to them;
- c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
- d. Require assigned employee to sign Staffing firm's policies and procedures and application forms which include but are not limited to the attendance policy, drug free workforce policy, the EEO and ADA policy, worker's compensation, confidentiality agreement, harassment policy and safety rules.
- d. Require Assigned Employees to sign agreements acknowledging that they are not entitled to holidays, vacations, disability benefits, Insurance, pensions, or retirement plans, or any other benefits offered or provided by Client; and
- e. Require Assigned Employees to sign confidentially agreements before they begin assignments to Client.

2. Client's Duties and Responsibilities

- a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;

- b. Properly supervise control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Staffing Firm's express prior written approval or as strictly required by the job description provided to Staffing Firm;
- c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- d. Not change Assigned Employees' job duties without Staffing Firm's express prior written approval; and
- e. Exclude Assigned Employees from Client's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees Compensation and or benefits

3. COMPENSATION

- a. CLIENT will pay Staffing Firm for its performance at the rates set forth on each Purchase Order or Schedule A Attachment hereto for each approved hour worked and will also pay any additional costs or fees set forth in this Agreement.
- b. Staffing Firm will invoice Client for services provided under this Agreement on a _____ basis. Payment is due on receipt of invoice and no later than thirty days.

4. INVOICES

- a. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees.
- b. 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. If a portion of any invoice is disputed, Client will pay the undisputed portion.
- c. Invoices shall be submitted via e-mail to Accounts payable to:
- d. Staffing Firm may submit invoices for approved services rendered and approved expenses on a weekly basis with Net 30 day payment terms. Staffing Firm's invoices shall have attached a copy of the Assigned Employee's time sheet.

- e. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work.
- f. 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.
- g. Client's special billing rate for premium hours will be the same multiple of the regular billing rate as Staffing Firm is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, Client will be billed at 150% of the regular bill rate.)

5. NON-COMPETITION

Client acknowledges that the Staffing Firm provides a valuable service by identifying and generating employment opportunities. Client further acknowledges that Staffing Firm would be deprived of the benefits of its services if Assigned Employee were to directly contract with Client after they have been introduced to Client by Staffing Firm. Therefore, during the term of this Agreement and for a period of Twelve (12) months after the term of this agreement, Assigned Employee with substantive knowledge of this agreement or who were actively engaged in the negotiation or performance of this agreement will not directly or indirectly, through any person or entity:

- a. Engage in any activity or take any action which may detract from Staffing Firm's business opportunities with Client's company.
- b. Solicit and/or contract to perform the services contemplated by this Agreement with any of Client's companies for which Assigned Employee has performed services under this Agreement except through the Staffing Firm.

6. 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.

7. 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.

8. Indemnification and Limitation of Liability

- a. To the extent permitted by law, Staffing Firm will defend, indemnify, and hold Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys fees) to the extent caused by Staffing Firm's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of Staffing Firm or Staffing Firm's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
- b. To the extent permitted by law, Client will defend, indemnify, and hold Staffing Firm and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys fees) to the extent caused by Client's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of Client or Client's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
- c. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary special, punitive, or lost from damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
- d. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within _____ business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking Indemnification will cooperate in the investigation and defense of any such matter.
- e. The provisions in paragraphs 8(a) thru 8(d) of this agreement constitute 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.

9. SEVERABILITY

Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

10. NOTICE

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.

11. Miscellaneous

- a. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
- b. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
- c. Client will not transfer or assign this Agreement without Staffing Firm's written consent.
- d. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.
- e. 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.
- f. Cancellation: All Purchase Orders can be changed anytime from ordering until 24 hours before the Purchase Order is scheduled to begin. If the Client needs to cancel or reduce the number of staff, we do ask that you cancel the order or alter the number of staff at least 24 hours prior to the contracted start date and time. Any cancellation or reducing of staff for a Purchase Order within 24 Hours will result in a a 100 percent fee charge for that Purchase Order. Global Staffing Services requires notice of cancellation of staff requests via email or phone conversation.

Term of Agreement

This Agreement will be for a term of _____ from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 30 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 48 hours written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

Client

Staffing Firm

Signature

Signature

Printed Name

Printed Name

Title

Title

Schedule A

This Work Order is executed by and between the undersigned parties pursuant and subject to the terms and conditions of the Subcontractor Agreement executed between Ivory Tech Systems, Inc and _____ dated as of _____. The parties agree as follows:

Personnel Qualifications. Staffing Firm agrees to provide Client with personnel possessing the indicated qualifications, for which Staffing Company shall invoice Client at, the below indicated hourly rates:

Personnel Name

Qualifications

Personnel Rate \$/hr

Conversion Fee: If client converts the Staffing Firms Assigned Employee(s) the company will owe the Staffing Firm a conversion fee of 15% of the Assigned Employee's new annual base salary, prorated by the number of months out of 12 months the person was on contract. For example- If the contractor was converted to fulltime after 3 months, the conversion fee would amount to 15% x 75% or 7.5% of annual salary. After 12 months, there will be no conversion fee for the company to hire the Assigned Employee.