



CLIENT SERVICE AGREEMENT FOR THE REFERRAL OF ASSOCIATES

Definitions:

"Client" means _____ and its affiliates.

"ConSol" means ConSol Partners, LLC, and its affiliates.

"Engagement" means the engagement, employment, or use of the associates directly by the Client or any third party or through any other employment business on a permanent, contract or temporary basis.

"Introduction" means (i) Client's interview of an associate, in person or by telephone (ii) the passing to Client of information which identifies an Associate and which leads to an Engagement.

1) ConSol Services As ConSol's Services to Client, ConSol will assign certain of its employees ("Associates"), with the skills Client requests, to do Client's work under Client's operational supervision. As employer of the Associates, ConSol will perform the functions of a staffing firm, including, among others:

- Recruiting, hiring, assigning, orienting, reassigning, counseling, disciplining, and discharging the Associates
- Making legally-required employment law disclosures (wage-hour posters, etc.) to them
- Establishing, calculating, and paying their wages and overtime
- Exercising human resources (non-operational) supervision of them
- Withholding, remitting, and reporting on their payroll taxes and charges for programs that ConSol is legislatively required to provide (including workers' compensation)
- Maintaining personnel and payroll records for them
- Obtaining and administering I-9 documentation of Associates' right to work in the United States

ConSol will require Associates to acknowledge that they will have no right to participate in any of Client's employee benefit plans. With reasonable notice and frequency, Client may review ConSol records to confirm that ConSol fulfills agreed duties as an employer. Client may use Associates only in the capacities for which Client requests them. At Client's direction, ConSol will remove any Associates from assignment. ConSol may remove Associates from assignment at any time and, if the reasons for removal permit, will give Client at least one week of prior notice of such removal. ConSol does not guarantee that all Client orders will be filled. Unless otherwise required by this Agreement, ConSol's screening process does not include criminal background checking, drug testing, or credit checking.

On Client's written request, a criminal background check or drug screenings of prospective Associates will be conducted at an additional cost. ConSol shall apply its own adjudication and selection criteria to the results of such background checks when placing Associates on assignment to Client. Any change to this requirement shall be made only by formal amendment to this Agreement.

ConSol shall have the right to control the details of the work performed by Associates on assignment to Client, including the right to physically inspect the work site and work processes, to review and address the work performance of Associates (unilaterally or in coordination with Client), and to enforce ConSol's policies relating to Associates. These rights are not duties to Client under this Agreement.

2) Confidentiality; Work For Hire ConSol will obligate Associates to keep in confidence any confidential information they might receive or observe on assignment for any Client. At Client's request, ConSol will require them to sign confidentiality or intellectual property agreements in Client's favor. Information observed by or disclosed to Associates will not be considered to have been observed by or disclosed to ConSol. Client is entitled to all creative "work for hire" performed by Associates for Client, and, on Client's request, ConSol will execute assignments of the rights to such work to Client.

3) Insurance ConSol and PGC will cover staffing operations with at least the following types and limits of insurance or other coverage:

- Workers' compensation benefits or coverage on the Associates, in amounts no less than required by law
- Employer's liability insurance with a limit of \$1,000,000 per accident
- Commercial automobile liability insurance with a \$1,000,000 combined single limit on vehicles owned, leased, or rented by ConSol

- Commercial General Liability insurance, including personal injury, contractual liability, and property damage, with a \$1,000,000 combined single limit per occurrence
- Commercial blanket bond insurance with limits of \$1,000,000 per occurrence
- Umbrella liability insurance with limits of \$5,000,000

On Client's request, ConSol will give Client certificates of this insurance coverage.

4) Rates If Client's straight time rates are not set by a Rate Schedule to this Agreement, ConSol will confirm the rates approved by Client via email to Client or by entry into ConSol's computer system at the time of assignment. Rates not agreed to for a stated term may be prospectively changed by ConSol upon notice to Client. ConSol will not bill Client for any bonuses or time off benefits that ConSol may extend to Associates. Any sales, use, value added, excise, or similar taxes that apply to sales to Client will be added to Client's invoices as a separate item.

If any government-mandated cost (such as a required wage, minimum wage, payroll tax, insurance premium, assessment, assessable payment, contribution, benefit, or fee) is imposed, increased, adjusted, or newly introduced with respect to Associates assigned to Client, ConSol will notify Client and add its pretax cost, without markup, to Client's invoices (or separately invoice the costs) for all periods of work covered by the Rate Schedule or other rates quoted before the costs accrue.

5) Overtime Associates are presumed to be nonexempt from overtime laws, and overtime worked is presumed to be authorized by Client unless ConSol has agreed with Client to forbid it. ConSol will charge Client premium rates for overtime work only when an Associate's work on assignment to Client, taken alone, would legally require premium overtime pay and Client has authorized, directed, or knowingly allowed the Associate to work those hours. Client's rate for overtime hours will be the same multiple of the bill rate as ConSol is required to apply to the Associate's pay rate.

6) Conversion of Associates or Candidates Client will obtain the services of each person who has been assigned to it as an Associate only through ConSol, unless Client notifies ConSol of its wish to obtain the person's services by direct hire or by assignment, arrangement, or contract from a source other than ConSol (a "conversion") and either:

- Waits at least 180 days after the person's last assignment to Client from Staffing Firm before obtaining the person's services; or
- Pays ConSol a 20% introduction fee calculated by multiplying the hourly, daily, or monthly fee on a pro rata basis to provide an annualized charge.

The Engagement by Client of an Associate who has been introduced or supplied by ConSol, without the prior written agreement of ConSol (either directly or indirectly through a third party), or the introduction by Client of an Associate to any third party resulting in an Engagement renders the Client subject to the payment of a 30% introduction fee calculated by multiplying the hourly, daily, or monthly fee on a pro rata basis to provide an annualized charge, provided the engagement takes place within a period of 180 days from the termination of the Assignment under which the Associate was last supplied, or if there was no Assignment, within 180 days of the Introduction of the Associate by ConSol. No refund of the introduction fee will be paid if the engagement subsequently terminates.

7) Invoicing, Time Worked, and Payment Client agrees to pay ConSol for all compensable time worked by Associates assigned to Client. Compensable time may include time related to Associate interviews with Client for potential ConSol assignments. Client shall promptly either approve or contest the time worked that is reported by Associates, and time worked that is reported by an automated timekeeping system will be deemed approved by Client. If Client limits an Associate's work day to less than 4 hours, ConSol may deem that day to include 4 hours of time worked and may bill Client 4 hours if ConSol pays the Associate for the 4 hours.

ConSol will send invoices for each work period to Client's designated location or representative during the following period. Payment is due on receipt of the invoice.

Client will pay invoices without any offset or deduction and will identify which invoice number(s) each payment is intended to satisfy. Client will pay ConSol all of the reasonable expenses, costs, and fees ConSol incurs to collect overdue invoice payments from Client.

If Client cancels an assignment prior to start of that assignment, Client may be subject to billing charges incurred by ConSol for background checks and/or drug screens.

Client will promptly notify ConSol of any disputed item, and ConSol will work with Client to resolve such item. Invoices that are undisputed by Client for more than 60 days after the invoice date will be presumed correct.

Signature/authorization of the timesheet (whether in writing, by email, by electronic signature or text message) by Client is confirmation of the number of hours or days worked and constitutes acceptance that the Associate's services have been provided for the hours or days indicated in accordance with these terms. Failure to sign the time sheet (or the relevant Assignment Schedule) does not affect the Client's obligation to pay the charges set out in these terms in respect of the hours or days worked.

If the Client is unable to sign a timesheet produced for approval by the Associate because the Client disputes the amount of time claimed, the Client shall notify Consol within 2 working days of such refusal to sign the timesheet and shall co-operate fully and in a timely fashion with Consol to enable the Consol to establish the veracity of the time and work claimed.

8) Risks and Responsibilities Each party will bear or insure only the risks and responsibilities inherent in its own business and, as permitted by law, will be obligated to pay or indemnify the other party only for claims, losses, penalties, and damages to the extent they arise directly from those risks and responsibilities in connection with business done under this Agreement, plus, to the same extent, all reasonable and necessary costs, expenses, and legal fees associated with them. Risks or responsibilities not allocated by the following lists will be borne by each party in proportion to the extent that the risk or responsibility is inherent in that party's business. ConSol will pay or indemnify for obligations arising under Client's risks and responsibilities only to the extent that the payment obligations are caused by ConSol's failure to properly perform its functions as a staffing service under this Agreement.

- ConSol's risks and responsibilities include (some of which may be fulfilled through its partner PGC):
 - Recruiting, selecting, and hiring Associates legally in accordance with the following laws: Fair Labor Standards Act of 1938, Civil Rights Act of 1964, Age Discrimination in Employment Act of 1967, Americans With Disabilities Act of 1990, Immigration Reform and Control Act of 1986, Vietnam Era Veterans Readjustment Act of 1974, and Rehabilitation Act of 1973
 - Assigning Associates to Client that possess the qualifications Client requests and that ConSol represents them to have
 - Paying Associates' wages and providing the benefits that ConSol offers to them
 - Paying or withholding all required payroll taxes, contributions, and insurance premiums for programs that ConSol is legislatively mandated to provide to Associates as ConSol's employees
 - Providing workers' compensation benefits or coverage for Associates in amounts at least equal to what is required by law
 - Fulfilling the employer's obligations for unemployment compensation
 - Complying with employment laws, as they apply to ConSol as a staffing firm
 - Payment for injury to people or loss to property caused by negligent or intentional conduct of Associates, to the extent that the injury or loss is caused by ConSol's failure to properly perform the duties of a staffing service
 - The risks and responsibilities of other staffing firms that ConSol retains by written contract as ConSol's direct subcontractors under this Agreement (not including staffing firms for which ConSol provides only coordination and management services, whether or not by written agreement)

The total liability of Consol (including that assumed under any indemnity) under this Agreement (or arising under statute, tort, or for any other reason) shall not exceed the total amount paid by Client to Consol for the relevant Associate during the one calendar month period preceding the occurrence of such costs, claims, or liabilities. This amount does not include any amounts relating to the compensation paid to the Contractor.

- Client's risks and responsibilities include:
 - Maintaining a safe, healthy, and legal workplace for Associates
 - Providing Associates with adequate instructions, assistance, supervision, and time for performing their assignments
 - The work and work product of Associates in the Client's business or organizational activities
 - Providing Associates with information, training, and safety equipment for any hazardous substances present in Client's operations
 - Ensuring that Client's fringe benefit and employee benefit plans and policies effectively exclude Associates from participation
 - The conduct of Client's officers, employees, and agents (except to the extent Client is immune from suit for workplace injuries covered by ConSol's workers' compensation program and suffered on agreed assignments)
 - The acts and omissions of Associates acting under the direction of Client's officers, employees, or agents
 - Duties or findings imposed by law on recipients of staffing services
 - Protection and security of Client's intellectual property
 - The products or services of Client's business

- o Losses enabled or enhanced by lack of reasonable supervision, process controls, safeguards, or backups
- o Risks arising from the exposure of Associates to: cash, credit cards, check-writing materials, or negotiables; keys, merchandise, confidential information, or other valuables; sensitive or unsupervised premises; or passwords, user IDs, combinations, or PINs other than those properly issued to them
- o Risks arising from Associates' being allowed to travel or operate motor vehicles or machinery on assignment

A party need not pay the other party for special, indirect, consequential, or lost profit damages suffered directly by the other party. To obtain indemnification, a party will promptly notify the other party, cooperate in resolving the claim, and (when liability to third parties is involved) yield reasonable control of the claim's resolution to the other party. If the parties do not agree on the indemnification obligations attaching to a pending matter, indemnification will not be required until the underlying matter is finally resolved and the facts bearing on indemnification have been ascertained. The parties will cooperate with each other in the investigations and resolution of all claims and other matters involving Associates.

9) Duration This Agreement will continue in force unless one party gives the other party at least thirty (30) days written notice of its intention to conclude it. Conclusion of the Agreement will end the staffing relationship, but the Agreement will continue to govern the parties' rights and obligations with respect to the business done and the Associates assigned before conclusion of the Agreement.

10) Entire Agreement; Amendment This Agreement and any attachments contain all of the terms between Client and ConSol on the subject of staffing services and replaces all prior agreements and representations on the subject. This Agreement may be modified or supplemented only by a signed and dated written amendment referring to it. Forms and other communications that may be used by the parties in their staffing relationship (including purchase orders, timecards, invoice recitals, correspondence, and electronic mail) will not supersede, supplement, modify, or control this agreement.

CLIENT	CONSOL PARTNERS, LLC.
_____	_____
By: _____ Signature	By: _____ Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date Signed	Date Signed

ASSIGNMENT SCHEDULE DETAILS

This Rates and Charges Schedule modifies or supplements the ConSol "Client Service Agreement For The referral of Associates" Agreement between the parties signing below, which was executed by Client on (Date: DD/MM/YY) _____ and ConSol (Date: DD/MM/YY) _____.

Associate Name: xxxxxx

Assignment Number:	xxxxxx
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Client Name:	xxxxxx
Start date of assignment:	xxxxxx
Nature of services:	xxxxxx
Location of work:	xxxxxx
Hours of work availability:	xxxxxx
Charge rate:	xxxxxx
Intervals of Invoicing:	xxxxxx

Company:	Name:
Name:	Position:
Position:	Date:
Date:	
<i>Signed on behalf of Client</i>	<i>Signed on behalf of Consol</i>