



CLIENT SERVICE AGREEMENT FOR THE REFERRAL OF INDEPENDENT CONTRACTORS

1) **Parties** "Client" means _____ and its affiliates. "ConSol" means ConSol Partners. LLC, and its affiliates.

2) **Definitions:**

"Engagement" means the engagement, employment, or use of the Retained Personnel services or the services of any officer, employee, or representative of the Retained Personnel, directly by the Client or any third party or through any other employment business on a permanent, contract or temporary basis whether under a contract of service or for services, or an agency, license, franchise, or partnership arrangement; or any other engagement. "Engage" or "Engaged" shall be construed accordingly.

"Introduction" means (i) Client's interview of an officer, employee, or representative of the Subcontractor or Retained Personnel, in person or by telephone, following Client's instruction to ConSol to supply a Contractor or (ii) the passing to Client of information which identifies a Contractor and which leads to an Engagement. "Introduced" or "Introduce" shall be construed accordingly.

"Remuneration" includes fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement or Assignment completion payments, and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Retained Personnel for services rendered to or on behalf of Client;

3) **Independent Contractor Services** ConSol will assign certain workers ("Retained Personnel" or "Retained Person(s)") obtained from ConSol's subcontractors, with the skills Client requests, to do Client's work according to Client's work product requirements. ConSol will enter into a separate contract with each subcontractor (in the form agreed to with Client).

As the referral source of these subcontractors and Retained Personnel, ConSol will perform the following functions:

- a) Obtaining and maintaining contracts with subcontractors providing Retained Personnel in accordance with terms agreed to by Client
- b) Assigning, orienting, and reassigning the Retained Personnel, through ConSol's relationship with its subcontractors
- c) Establishing, calculating, and paying the amounts due to the subcontractors for the work of Retained Personnel
- d) Acting as a liaison between Client and ConSol's subcontractors with respect to financial, human resources, and business issues
- e) Maintaining records of the billable work time of Retained Personnel

Client may use Retained Personnel only in the capacities for which Client requests them. At Client's direction, ConSol will arrange for the removal of any Retained Person from assignment. On Client's

written request, criminal background checks and/or drug screens of prospective Retained Personnel will be arranged at an additional cost.

These terms (including any Assignment Schedule) constitute the contract between Consol and Client for the supply of the Retained Personnel's services to Client and are deemed to be accepted and agreed to by Client by virtue of : (a) an Introduction to or the Engagement by Client of a Retained Person; or (b) the passing of information about the Retained Person by Client to any Third Party; (c) Client's interview or request to interview a Retained Person; (d) any written (including email or text) or other expressed acceptance of these terms; or (e) the signature by Client of an Assignment Schedule, timesheet, or invoice of a Retained Person. These terms apply whether or not the Retained Person is Engaged for the same type of work as that for which the Introduction was originally effected.

If Client fails to sign the relevant Assignment Schedule (including any extension or renewal of the same) within 24 hours preceding the Retained Person's commencing work for Client, the terms of the Assignment Schedule will be deemed to have been accepted and agreed to as legally binding by Client.

- 3) **File Preservation and Access** Consol will maintain a file on each Retained Person while the Retained Person provides services under this Agreement and for a period of one year afterward. Client may, as permitted by law, access, inspect, and copy these files.
- 4) **Confidentiality; Work For Hire** Consol will ensure that Retained Personnel obligate themselves to keep in confidence any confidential information they might receive or observe on assignment for Client. At Client's request, Consol will endeavor to arrange to require them to sign confidentiality or intellectual property agreements in Client's favor. Consol acknowledges that Client is entitled to all creative "work for hire" performed by Retained Personnel for Client, and, on Client's request, Consol will execute assignments of the rights to such work to Client.
- 5) **Rates and Charges** If Client's rates and charges are not set by a Rates and Charges Schedule to this Agreement, Consol will record the rates and charges that Client approves at the time of order or assignment. Rates and charges 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 or its subcontractors may extend to or agree to with Retained Personnel. Any sales, use, value added, 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, contribution, benefit, or fee) is imposed, increased, adjusted, or newly introduced with respect to Retained Personnel assigned to Client, Consol will notify Client and add it, without margin, to Client's invoices until Client and Consol adopt a new Rates and Charges Schedule.

- 6) **Overtime** Those Retained Personnel who are employees of Consol's subcontractors 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 a Retained Person's work on assignment to Client, taken alone, would legally require premium overtime pay and Client has authorized, directed, or knowingly allowed the Retained Person to work those hours. Client's rate for overtime hours will be the same multiple of the bill rate as Consol's subcontractor is required to apply to the Retained Person's pay rate.

- 7) **Invoicing and Payment** Client agrees to pay ConSol for the work performed by Retained Personnel assigned to Client. Payment is due on receipt of the invoice. Other details of the invoicing and payment processes may be specified on the Rates and Charges Schedule.

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.

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 30 days after the invoice date will be presumed correct.

At the end of each calendar month of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than one month or is completed or finished before the end of a month) Client shall sign/authorize ConSol's time sheet verifying the number of hours or days worked by the Retained Personnel during that period of the Assignment.

Signature/authorization of the timesheet (whether in writing, by email, or text message) by Client is confirmation of the number of hours or days worked and constitutes acceptance that the Retained Personnel'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 Retained Personnel 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.

Client acknowledges that ConSol's charges to Client are greater than what ConSol pays to subcontractors supplying Retained Personnel.

Introduction Fees At Clients request ConSol can consider changing the Engagement from contract to permanent. The introduction fee to transfer a Retained Person to a permanent/full time Engagement is 20% of first year annual Remuneration, with fees payable within the timeframe stipulated in these terms.

The Engagement by Client of a Retained Person 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 a Retained Person 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 6 months from the termination of the Assignment under which the Retained Person was last supplied, or if there was no Assignment, within 6 months of the Introduction of the Retained Person by ConSol. No refund of the introduction fee will be paid if the engagement subsequently terminates.

- 8) **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 under this Agreement. For purposes of this Agreement, ConSol's business shall be deemed to be limited to the business of referring independent contractors to clients as subcontractors to ConSol, even though ConSol may be providing other business services to Client under other arrangements or contracts.

a) ConSol's risks and responsibilities include:

- (i) Assigning Retained Personnel to Client
- (ii) Paying subcontractors that provide Retained Personnel to Client, after Client makes payment to ConSol for their services
- (iii) Complying with laws, as they apply to ConSol
- (iv) Payment for injury to people or loss to property caused by negligent or intentional wrongful conduct of ConSol's employees, to the extent that the injury or loss is caused by ConSol's failure to properly perform its duties under this Agreement
- (v) Obtaining and maintaining contracts with subcontractors providing Retained Personnel in accordance with terms agreed to by Client

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 Contractor 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.

b) Client's risks and responsibilities include:

- (i) Maintaining a safe, healthy, and legal workplace for Retained Personnel
- (ii) Providing Retained Personnel with adequate instructions, assistance, direction, and time for performing their assignments
- (iii) The work and work product of Retained Personnel in the Client's business or organizational activities
- (iv) Providing Retained Personnel with information, training, and safety equipment for any hazardous substances present in Client's operations
- (v) Ensuring that Client's fringe benefit and employee benefit plans and policies effectively exclude Retained Personnel from participation
- (vi) The conduct of Client's officers, employees, and agents
- (vii) The acts and omissions of Retained Personnel acting under the direction of Client's officers, employees, or agents or otherwise acting in the furtherance of client's work or business
- (viii) Duties imposed by law on Client
- (ix) Protection and security of Client's intellectual property
- (x) The products or services of Client's business
- (xi) Losses enabled or enhanced by lack of reasonable supervision, process controls, safeguards, or backups

- (xii) Risks arising from the exposure of Retained Personnel 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
- (xiii) Risks arising from Retained Personnel being allowed to travel or operate motor vehicles or machinery on assignment
- (xiv) All risks associated with any Retained Personnel in connection with their work for Client prior to the date of this Agreement.
- (xv) Maintaining an independent contractor relationship with Retained Personnel and refraining from acts that might call their status as independent contractors into question

A party need not pay the other party for special, indirect, consequential, or lost profit damages suffered directly by the other party and not involving a third-party claim. To obtain indemnification, a party must 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 reasonably ascertained.

- 9) **Duration** This Agreement will continue in force unless one party gives the other party at least two 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 Retained Personnel 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 the referral of independent contractors and replaces all prior agreements and representations on that 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 business relationship (including purchase orders, timecards, invoice recitals, correspondence, and electronic mail) will not supersede, supplement, modify, or control this Agreement.
- 11) **Non Solicitation** Client agrees not to directly or indirectly Engage with ConSol's Retained Personnel for a period of 12 months from the date of the expiry of this Agreement or the date of 1st Introduction whichever is the latest. In the event of an Engagement with ConSol's Retained Personnel, Client shall be liable to a fee of 30% of Remuneration of the Retained Person.

<p>CLIENT</p> <p>_____</p> <p>Client's Company Name (please print)</p> <p>By: _____</p> <p>Signature</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date Signed</p>	<p>CONSOL</p> <p>CONSOL PARTNERS, LLC.</p> <p>By: _____</p> <p>Signature</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date Signed</p>
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ASSIGNMENT SCHEDULE DETAILS

This Rates and Charges Schedule modifies or supplements the ConSol Client Service Agreement For The referral of Independent Contractors Agreement between the parties signing below, which was executed by them on _____ and _____.

Name: xxxxxx

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

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