

WorkSquare LLC

Staffing Services Agreement

THIS **STAFFING SERVICES AGREEMENT** (hereinafter the "Agreement"), executed on this ___ day of _____, 20_19_, (hereinafter "Effective Date") by and between WorkSquare LLC, a Florida Corporation with its principal office located at 1444 Biscayne Boulevard Suite 114, Miami, Florida 33132 (hereinafter "WORKSQUARE"), and _____, with its principal office located at _____ (hereinafter "CLIENT"), each a "Party" and collectively the "Parties" states and agrees as follows:

WORKSQUARE'S DUTIES AND RESPONSIBILITIES

1. WORKSQUARE is in the business of providing exceptional talent to satisfy the short-term or long-term staffing needs of its third party clients with assigned employees (hereinafter "Assigned Employees") best suited for the positions requested by Client. WORKSQUARE represents and warrants that WORKSQUARE'S services provided under this Agreement (i) will be performed in a good workmanlike and professional manner, (ii) shall conform to generally prevailing industry standards and practices, including performing criminal history record and background checks when such screen is requested by CLIENT, and shall conform to CLIENT'S expressed qualifications and attributes for any given assignment.
2. WORKSQUARE shall (a) recruit, screen, and assign its Assigned Employees to perform the type of work described on Exhibit A under CLIENT's supervision at the locations specified on Exhibit A, attached hereto; (b) Pay Assigned Employees' wages and provide those Assigned Employees with the benefits that WORKSQUARE offers to them and to which such Assigned Employees qualifies; (c) Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; (d) and handle unemployment and workers' compensation claims involving Assigned Employees.

CLIENT'S DUTIES AND RESPONSIBILITIES

3. CLIENT represents and warrants that by entering into this Agreement, CLIENT will not breach any obligation to any third party. CLIENT shall comply with all applicable laws, ordinances, rules, and regulations in any way pertaining to this Agreement or to the services provided pursuant to this Agreement.
4. CLIENT shall (a) Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, and services; (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 any Assigned Employees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without WORKSQUARE's express prior written approval or as strictly required by the job description previously provided to WORKSQUARE; (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 WORKSQUARE Assigned Employees may be exposed at the Client's work site; and (d) Not change Assigned Employees' job duties without WORKSQUARE's express prior written approval.

PAYMENT TERMS, BILL RATES, AND FEES

5. CLIENT shall pay WORKSQUARE for its services according to the rates set forth in Exhibit A to this Agreement, and according to the terms set forth below. WORKSQUARE will invoice CLIENT for services provided under this Agreement on a weekly basis unless otherwise agreed by CLIENT and WORKSQUARE. Payment is due upon receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. If any portion of the invoice is disputed, CLIENT shall pay the undisputed portion. In the event of CLIENT's non-payment of WORKSQUARE's invoices, CLIENT agrees to be responsible for all collection expenses, including attorneys' fees, interest and court costs. CLIENT acknowledges and agrees that WORKSQUARE may impose additional late fees for any unpaid invoices and CLIENT is responsible for the additional late fees.
6. If CLIENT desires to raise the compensation of any given ASSIGNED EMPLOYEE, the CLIENT will contact WORKSQUARE and the parties will work together to revise the applicable hourly, daily, or weekly rate to reflect a proportionate increase in the compensation CLIENT agrees to pay the Assigned Employee. CLIENT shall not make any payments directly to ASSIGNED EMPLOYEES other than reimbursement for any out-of-pocket expenses incurred by the Assigned Employee.
7. WORKSQUARE guarantees satisfaction of its services. In the event CLIENT is not reasonably satisfied with the performance of an Assigned Employee and notifies WORKSQUARE within two hours of the Assigned Employee's start time, WORKSQUARE will not bill CLIENT for time worked by the Assigned Employee and will make all reasonable efforts to find an immediate replacement. Should CLIENT fail to notify WORKSQUARE within the proscribed time period of any reasonable dissatisfaction, CLIENT shall be responsible for the time worked by the Assigned Employee.

8. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. WORKSQUARE 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. CLIENT will be responsible for paying overtime wages when an employee has worked more than 40 weekly hours (Monday to Sunday) for CLIENT. The overtime bill rate is calculated as 150% of the regular bill rate.
9. WORKSQUARE assignments have a minimum of four (4) daily hours unless previously agreed in writing between CLIENT and WORKSQUARE. CLIENT shall be responsible for this minimum assignment, as well as for all associated increases in workers compensation, taxes, and payroll expenses.
10. In addition to the bill rates specified in Exhibit A of this Agreement, CLIENT shall pay WORKSQUARE the amount of all new or increased labor costs associated with CLIENT's Assigned Employees that WORKSQUARE is legally required to pay, including but not limited to wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels until the parties shall agree on new bill rates.

CONFIDENTIAL INFORMATION

11. 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 WORKSQUARE as a result of Assigned Employees' access to such information.

NO SUPERVISION BY WORKSQUARE OF ASSIGNED EMPLOYEES

12. The Assigned Employees referred by WORKSQUARE to CLIENT will work at CLIENTS' office or at any location CLIENT designates. Although the Assigned Employees are employees of WORKSQUARE, it is understood and agreed that WORKSQUARE is not engaged in the preparation or review of the Assigned's work product or performance in any circumstances. Accordingly, WORKSQUARE will not control, direct or supervise the activities (including, without the limitation, the work schedules) of any Assigned Employee that WORKSQUARE provides, and WORKSQUARE does not participate in, has no knowledge of and assumes no responsibility for reviewing, examining or verifying either the assignment or performance of the Assigned Employees.

COOPERATION

13. 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.

INDEPENDENT CONTRACTOR RELATIONSHIP

14. WORKSQUARE'S employees, contractors, agents, and other, third parties, including without limitation, and Assigned Employee, any professional, or personnel, and WORKSQUARE are independent contractors in relation to CLIENT; and noting contained in this Agreement shall be deemed to create an employment, association, partnership, joint venture, agency or any other type of relationship between or amount any of the WORKSQUARE, CLIENT, or any Assigned Employee. Neither WORKSQUARE nor any Assigned Employee shall be deemed to be an employee of CLIENT for purposes of unemployment insurance, vacations, disability, overtime, holidays, insurance, pensions or savings plans, any other employee rights or benefits (collectively, "Benefits") or otherwise. Accordingly, WORKSQUARE shall be solely and exclusively responsible for all Benefits and shall not attempt to collect any Benefits from CLIENT.

INDEMNIFICATION AND LIMITATION OF LIABILITY

15. To the extent permitted by law, WORKSQUARE 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 WORKSQUARE's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; the gross negligence, or willful misconduct of WORKSQUARE or WORKSQUARE's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
16. To the extent permitted by law, CLIENT will defend, indemnify, and hold WORKSQUARE 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.

- 17. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit 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.
- 18. Either party seeking indemnification will inform the other party within 10 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.
- 19. The provisions in paragraphs 9 through 13 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.

TERM AND TERMINATION

20. This Agreement shall commence on the Effective Date and shall continue for one (1) year thereafter (hereinafter the "Initial Term") unless terminated earlier by CLIENT upon not less than thirty (30) days prior written notice. Upon expiration of the Initial Term, this Agreement shall automatically renew on a monthly basis until such time as it is terminated upon not less than thirty (30) days prior written notice by CLIENT to WORKSQUARE. In addition, this Agreement may be terminated by WORKSQUARE at any time upon a material breach by CLIENT of its obligations hereunder, upon not less than thirty (30) days prior written notice to CLIENT, provided that such material breach has not been cured by CLIENT within such 30-day period. Upon termination of this Agreement, any and all CLIENT'S assignments which are then-currently filled with WORKSQUARE Assigned Employees shall be terminated by CLIENT, effective as of the termination date or as otherwise agreed between CLIENT and WORKSQUARE. Any period in which this Agreement is in effect shall be referenced as the "Term".

MISCELLANEOUS

- 21. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. CLIENT is not permitted to transfer or assign this Agreement without WORKSQUARE's written consent. Any transfer or assignment by CLIENT is strictly prohibited and void.
- 26. 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.
- 27. This Agreement shall become effective on the date signed by the parties below and shall continue in full force and effect until terminated as set forth in Paragraph 20 above.
- 28. The headings of the paragraphs or sections of this Agreement are provided for convenience only and shall not be deemed to modify or otherwise affect the terms and conditions stated in each such paragraph or section of this Agreement.

The Parties hereto have executed this Agreement below as of the Effective Date first written above to express agreement to its terms.

CLIENT Signature

CLIENT Representative Name and Title

Signature

Ian S. James, CEO

Representative Name and Title