**CLIENT SERVICES AGREEMENT**

This Agreement is made and entered into on _____ ("Effective Date") by and between Back Office Staffing Solutions, LLC ("Company"), _____ ("Partner"), and _____ ("Client") (collectively, the "Parties").

DESCRIPTION OF SERVICES

Partner agrees to source contract employees (each, an "Assigned Contractor") for Client's temporary or contract assignments (each, an "Assignment") and, if accepted by Company and its agents, Company agrees to ensure that such Assigned Contractors are employed by Company's agents to work on such Assignments at the location of Client (the "Services"). The Services shall be for only the job descriptions decided prior to the beginning of each Assignment.

OBLIGATIONS OF PARTNER

Partner shall identify and present potential Assigned Contractors to Client regarding available contract positions. Partner and Client shall agree to a bill rate per hour worked for each Assigned Contractor prior to the start of any Assignment. Company will use this hourly bill rate to invoice Client for the Services.

OBLIGATIONS OF COMPANY

Partner will submit to Company each Assigned Contractor that will be assigned to Client, and, if Company and its agents accept the Assignment, Company will ensure that each such Assigned Contractor is employed by Company's agents after the Assigned Contractor completes all required employment onboarding activities for Company and Client. Company may, in its sole discretion, accept or decline any Assignment.

If Company accepts an Assignment, Company's agents will have responsibility for the following for each Assigned Contractor: (a) making timely applicable wage payments; (b) withholding and depositing payroll taxes and other government-required charges, including federal and state unemployment payments; (c) providing legally-required workers' compensation insurance; (d) maintaining insurance which may include professional liability, general liability, and hired auto insurance; (e) maintaining employee benefits, if required, including federal or state healthcare insurance; and (f) maintaining all legally required payroll and employee records.

OBLIGATIONS OF CLIENT

Company and its agents will allow Client to give direction to and control Assigned Contractors during Assignments. Client must agree to provide a safe work environment for Assigned Contractors and must adhere to all applicable laws regarding its business and the Assigned Contractors during Assignments, including all laws prohibiting harassment and discrimination. Client must also agree to make sure Assigned Contractors have the necessary equipment and supplies to perform the Services.

Client will not change Assigned Contractors' job duties without Company's or its agents' express prior written approval. Client will exclude Assigned Contractors from client's benefit plans and not make any offer or promise relating to Assigned Contractors' compensation or benefits.

INVOICES

Company will send invoices to Client for Services weekly, and payment will be due within net [ENTER DAYS] days. Client agrees that all timesheets not explicitly denied for the Services were performed to Client's satisfaction and that the fees are due to Company.

**Payments should be payable to Back Office Staffing Solutions, LLC and sent to:**

**ELECTRONIC PAYMENTS**
Payable To:
Back Office Staffing Solutions

Account Name:
eCapital Commercial Finance Corp.

Wells Fargo Bank
420 Montgomery Street
San Francisco, CA 94104

ABA/Routing: 121000248
SWIFT: WFBIUS6S
Account No.: 4798162251

Benefit of: Back Office Staffing Solutions, LLC.
Email Remittance Advice to: remit@backofficestaffingsolutions.com

**PAYMENTS VIA MAIL**
Back Office Staffing Solutions
In The Care Of: eCapital Commercial Finance Corp.
P.O. Box 206773
Dallas, TX 75320-6773

**PAYMENTS VIA OVERNIGHT DELIVERY**
Payable To: Back Office Staffing Solutions
Lockbox Services 206773
In The Care Of: eCapital Commercial Finance Corp.
2975 Regent Blvd, Suite 100
Irving, TX 75063

To the extent permitted, Client may opt to pay invoices electronically through its designated bank account. If Client elects to pay amounts due under this Agreement through ACH transfers from Client's designated bank account, Client authorizes Company to electronically debit and, where required, electronically credit Client's designated bank account via ACH for amounts due under to this Agreement. Client agrees to adhere to the ACH rules issued by the National Automated Clearing House ("NACHA") and all applicable laws. Client's authorization for ACH transfers will remain in force until Client revokes authorization from Company by removing Client's bank account information from the online dashboard or by contacting customer support. Client understands that Company requires at least one business day's prior notice in order to cancel authorization for ACH transfers.

Client must notify Company of any change in Client's designated bank account's information at least five business days before any such change by updating Client's bank account information in the Company's online dashboard or by contacting customer support.

Client may view a history of payment transactions by viewing them in their online portal. Client is responsible for making sure Client's payment history reconciles with the records for Client's bank account. Client must notify Company of any errors in the transaction history (each, an "Error") within 30 days of when the Error was viewable in the payment transaction history on the online dashboard or else Client will forfeit the right to contest the Error, except where such forfeiture is prohibited by applicable law or the NACHA rules.

OVERTIME

Company will bill Client based on the legally required overtime rate for all non-exempt Assigned Contractors who work more than 40 hours in a week and according to any other state requirements. Client agrees to a higher bill rate of 1.5x the straight time bill rate to reflect these extra wages if an Assigned Contractor works overtime. Placements in California will be subject to higher overtime bill rates under applicable law.

SICK LEAVE

Company and its agents will make best efforts to adhere to state, county, and city sick leave requirements. Company will manage accruals for sick leave and will pay through its agents Assigned Contractors' accrued sick leave as legally required and those payments will be billed to Client.

HOLIDAY PAY AND REIMBURSABLE EXPENSES

Holiday pay will only be paid to Assigned Contractors if Client consents in writing and will be billed to Client. Client will also reimburse Company for any approved reimbursable expenses incurred by any Assigned Contractors.

EEOC AND FMLA COMPLIANCE

Client warrants that it is an equal employment opportunity employer and is complying with applicable anti-discrimination laws and regulations. Client agrees not to discriminate against or harass any Assigned Contractor because of race, age, national origin, sex (including gender identity, pregnancy, and sexual orientation), disability, religion, marital status, or other categories protected by law.

Client agrees to cooperate with Company in complying with the applicable legal requirements for any leave of absence, including the Family and Medical Leave Act and related state or local laws.

CLIENT NON-PAYMENT

In the event of non-payment by Client, Client will be billed an interest charge for past due invoices calculated at 1.5% per month. Client agrees to pay to Company all fees and costs to collect amounts due under this Agreement, including collection agencies, court costs, attorney fees, and interest for late payments. Any litigation regarding collecting payments due under this Agreement shall be governed by the laws of the state of New Jersey.

INSURANCE

Company agrees, for the term of this Agreement, to hold insurance coverage for workers' compensation insurance, general liability, professional liability, EPLI, cyber, crime, and hired auto. A certificate of insurance to show proof of this coverage will be provided to Client if requested.

CONFIDENTIALITY

If Company and Partner come into contact with confidential information from Client in the course of providing the Services, Company and Partner agree not to disclose such confidential information to third parties or use it for purposes other than those involved with providing the Services. Company and Partner agree to require Assigned Contractors to keep such information confidential and to direct Assigned Contractors to sign a confidentiality agreement regarding such information.

REPORTS

Company will provide data reporting on Assigned Contractor timesheets and related activity to Client and Partner through its online platform and via detailed invoicing.

RELATIONSHIP OF THE PARTIES

The Services provided by Partner and Company to Client under this Agreement shall be as independent contractors. Nothing contained in this Agreement shall be construed to create the relationship of a partnership or of an employer and employee between or among any of the Parties.

LIABILITY DISCLAIMER

Client shall not allow Assigned Contractors to be on its premises unattended, handle cash or cash equivalents, sensitive access keys, credit and debit cards or banking information, confidential or trade secret information, or other valuables without written consent from Company.

Client shall not allow Assigned Contractors to operate any machinery, automobiles, or other vehicles, without written consent from Company.

Company makes no representations as to the background or qualifications of any Assigned Contractor. Client agrees that neither Company nor its agents will be liable for the acts or omissions of any Assigned Contractor while under the control of Client during an Assignment.

TERM

This Agreement shall be for an initial term of one year (the "Initial Term") and will be automatically renewed for a term of the same length thereafter unless terminated in writing by either Party. Any Party may terminate this Agreement with 30 days written notice.

INDEMNIFICATION & LIMITATION OF LIABILITY

Each Party shall defend indemnify and hold harmless the other Parties, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims, and all associated losses, to the extent arising out of (a) a Party's negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

EXCEPT FOR INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL ANY PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF COMPANY OR CONSULTANT HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Partner or Client except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the final, complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this

Agreement and Partner and Client do not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of New Jersey without regard to its conflict of law provisions.

***(signature page to follow)***

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

**Company:** Back Office Staffing Solutions, LLC

Signature: _____

Mary Hutchins, Chief Operating Officer

**Partner:** _____

Signature: _____

Name, Title: _____

**Client** :_____

Signature: _____

Name, Title: _____