MASTER SERVICES AGREEMENT

IT IS HEREBY AGREED by and between YOUR COMPANY LLC, a YOUR STATE limited liability corporation, and its affiliates, (collectively "Provider" or "YOUR COMPANY"), and YOUR CLIENT'S COMPANY ("Client"), a YOUR CLIENT'S STATE corporation, effective the date indicated herein below:

WHEREAS, Provider is engaged in the business of providing consultants ("Assigned Consultants") to perform services for clients, identifying candidates for full-time hire and providing related services; and

WHEREAS, Client desires to engage Provider to provide such services;

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

Article 1 Duties of Provider

1.1 Provider shall provide to Client the services of "Assigned Consultants" as requested by Client. Provider shall manage the provision of services to Client in accordance with the provisions of this Agreement.

1.2. Provider assumes all responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving Assigned Consultants who are employees of the Provider with respect to compensation that Provider has agreed to pay such employees.

1.3 Assigned Consultants shall not be entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by Client to its direct employees.

1.3 Provider assumes responsibility for paying Assigned Consultants who are independent contractors as necessary and ensuring that such contractors have valid insurance, tax identification and other information required of an independent business.

1.4 Provider shall recruit, interview, test, screen, and ensure compliance with legally required pre-employment obligations for all Assigned Consultants to be assigned to Client's facilities prior to their assignment at Client. Provider shall conduct such other screening and checks (including but not limited to criminal conviction record, education, drug testing, credit searches, industry specific checks and testing) as may be directed by Client.

Article 2. Duties of Client

2.1 For contract consulting, Provider will invoice Client for services provided in accordance with this Agreement on a weekly basis. Payment shall be due upon receipt of the invoice. Invoices shall be accompanied by the pertinent timesheets, only if requested by Client. Client's signature on Provider's timesheets or electronic approval certifies that the hours shown are correct and that the work was performed to Client's satisfaction and authorizes Provider to bill Client for the hours worked by the named Assigned Consultant(s). Client will provide timely approval of timesheets weekly.

2.2 For contract consulting, Provider's hourly bill rates will be provided at the time of candidate submission and will be finalized prior to the employee's start in a client engagement letter entitled Statement of Work (Exhibit A). If a portion of any invoice is disputed, the undisputed portion shall be timely paid.

2.3 Client agrees to pay all invoices upon receipt of invoice and as outlined in 2.5a for direct hire engagements, and to pay late charges on any unpaid balances after 30 days from the due date at the rate of 1.0 % per month. Payments should be mailed to our remittance address: YOUR ADDRESS, Suite 000, YOUR CITY, YOUR STATE YOUR ZIP CODE – Attention: Accounts Receivable. If client's account, after default, is referred to an attorney or collection agency for collection, Client shall pay all of YOUR COMPANY's expenses incurred in such collection efforts including, but not limited to, court costs and reasonable attorneys' fees.

2.4 If Client directly hires or engages any Assigned Consultant who is working on a contract basis prior to such Assigned Consultant having worked 1040 hours at Client, Client shall pay to Provider an amount as liquidated damages equal to what Client would have paid Provider had such Assigned Consultant continued working at Client through Provider for the full 1040 hours at Provider's then current rates, such payment not being a penalty but rather a reasonable estimate of the damages likely to be incurred by Provider in the event of such a hiring.

2.5a For direct hire engagements, Client shall pay to Provider a placement fee **of 30%, or** as detailed on Exhibit B, of the agreed upon annualized first year salary for the identification and successful hire of full-time

employees. Provider will invoice Client upon candidate's hire date of employment with Client. Payment is due within 10 days of the direct hire's start date in order for any guarantees, as detailed in 2.5b to be effective. For direct hire placements Candidate shall be deemed an employee of Client and at no time shall Candidate be deemed an Employee of YOUR COMPANY. Client acknowledges and agrees to pay for payment of any and all employment related taxes and any other costs, expenses and risks normally associated with that of an employer.

2.5b. If a direct hire candidate's employment with Client terminates for any of the following reasons, the direct hire fee paid by Client shall not be credited to Client: Client's reorganization, elimination of position, takeover, or material change in job responsibility or compensation level of the direct hire candidate. If a direct hire candidate's employment with Client terminates for any reason other than those listed immediately above and the termination occurs within the applicable periods stated below, YOUR COMPANY shall credit the fee paid (provided, that Client timely paid the fee in full) as follows. If the Candidate's employment with Client is terminated for any reason other than those listed immediately above within thirty (30) calendar days of Candidate's first day of employment with Client, YOUR COMPANY will provide a 100% credit of the fee amount by replacing the candidate at no additional charge. If Candidate's employment with Client is terminated for any reason other than those listed immediately above within more than thirty (30) calendar days but less than sixty (60) calendar days of Candidate's first day of employment with Client, YOUR COMPANY will provide a 50% credit of the fee amount. If Candidate's employment with Client is terminated for any reason on or after sixty (60) calendar days from Candidate's first day of employment with Client, Client shall not be entitled to any refund or credit of the direct hire fee.

2.6 For contract-to-permanent arrangements, Client shall pay the stated hourly rate for the contract term of not less than 1040 hours. If Client hires a current or former contract employee within one year of placement to a permanent position prior to completion of 1,040 hours, Client shall pay to Provider a permanent placement fee percentage (as outlined in Exhibit B) of the annual compensation earned by the former contract employee during the first year of his employment with Client. The conversion schedule in Exhibit B is valid only if the candidate is converted in the same position and is converted during the course of the hourly contract assignment. All other permanent hires will be subject to the permanent placement fee as outlined in 2.5a and/or Exhibit B.

2.7 Client agrees that it will not entrust Assigned Consultants with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without the express prior written permission of Provider and then only under Provider's direct supervision and control. Client will not request or permit any Assigned Consultant to use any vehicle, regardless of ownership, in connection with the performance of services for Client.

Article 3 Independent Contractor

3.1 The services which Provider shall render under this Agreement shall be as an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between Provider and Client.

Article 4 Certain Regulatory Compliance

4.1 Because Client controls the facilities in which Assigned Consultants work, it is agreed that Client is primarily responsible for compliance with the Occupational Safety and Health Act and comparable federal and state laws and regulations thereunder, to the extent those laws apply to Assigned Consultants assigned to Client's facility, except as may be otherwise agreed in writing signed by the parties hereto.

4.2 Client and Provider affirm and agree that they are equal employment opportunity employers and that they are and will remain in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. Client and Provider agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Assigned Consultant, Client and Provider agree to provide to the other party prompt written notice of the complaint and to cooperate in the prompt investigation and resolution of such complaint.

Article 5 Termination

5.1 This Agreement may be terminated by either party upon 30 days' written notice to the other party. Such notice shall be personally delivered or sent by recognized overnight courier or by certified mail, return receipt requested, and shall be effective when received at the address appearing below.

5.2 If Client terminates this Agreement or notifies Provider of its intent to terminate this Agreement, and

Client desires to have all or some of the Assigned Consultants continue to work at Client's facilities, Client shall have the following options: (a) pay Provider as a conversion fee as outlined in 2.6 and 2.7 and Exhibit B; or (b) to continue to pay Provider for such Assigned Consultant services at Provider's billing rate in effect at the time of the termination of the Agreement for any services performed by such Assigned Consultant for a one-year period following the cancellation of this Agreement. If Client hires candidate permanently during this period, then 2.4, 2.5, and Exhibit B will apply.

Article 6 Remedies and Limitations of Liability

6.1 Any controversy or dispute between the parties, whether arising out of or in connection with this Agreement or otherwise, shall be resolved via arbitration by a single arbitrator under the Federal Arbitration Act and before the American Arbitration Association (AAA) in accordance with AAA's then obtaining Commercial Arbitration Rules in YOUR CITY, YOUR STATE. The administrative cost of the arbitration and the arbitrator's fee shall be shared equally by the parties. In such arbitration, the arbitrator shall have no authority or power to amend, modify, or in any other way change any of the terms of this Agreement. All decisions of such arbitrator shall be final and binding upon both parties. The prevailing party in such Arbitration as determined by the arbitrator in his or her final decision shall be awarded an amount equal to its reasonable attorney's fees incurred in connection with such arbitration, in addition to what other relief may be awarded. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

6.2 Client acknowledges that Provider will suffer irreparable damage if Client violates or threatens to violate the Agreement, and agrees that in the event of such violation or threatened violation, Provider shall be entitled, in addition to its other remedies, to injunctive relief to restrain such violation(s) by Client and others acting in concert or participation with Client, without the necessity of an injunction bond, pending the outcome of the arbitration as provided in 6.1 above and to recover its reasonable attorney's fees incurred in connection with successfully pursuing any such injunction proceeding.

6.3 Provider agrees to defend, indemnify, and hold harmless Client against any and all claims, losses, and/or liabilities that Client incurs (including reasonable attorney's fees) causes by the fault, negligence, or recklessness of Provider or Provider's officers, employees, or authorized agents or which arise from Provider's breach of this Agreement. Provided, however, that Provider shall incur no liability, via indemnity or otherwise, for any claim, loss, or damage of any kind whatsoever resulting from: (a) Client's failure to supervise, control, or safeguard premises, processes, or systems; or, without Provider's express prior written approval, entrusting Assigned Consultants with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables. (b) Client requesting or permitting Assigned Consultants to use any vehicle, regardless of ownership, in connection with the performance of services for Client unless Provider has given its express prior approval in writing; (c) Claims by Assigned Consultants for benefits, damages, contributions, or penalties under any employee benefit plan, fringe benefit plan, or personnel policy sponsored and maintained by Client, whether or not Client's plans exclude Assigned Consultants from coverage; (d) promises of increased compensation made by Client to Assigned Consultants; (e) Claims by any person relating to any Client product or service; (f) Client's making substantial changes in the Assigned Consultant's job duties or risks without Provider's prior written approval; (g) Claims by any person based on allegations that Client's business activities damaged the environment; (h) the conduct of Client's officers, employees, and agents; (i) failure by Client to provide Assigned Consultants with a safe worksite or to provide information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the worksite, whether or not required by law.; (j) acts or omissions of any Assigned Consultants in the furtherance of Client's particular business, except to the extent that such claim, loss, or liability is caused by Provider's failure to properly perform its screening, selection, assignment, or other contractual duties with respect to the Assigned Consultant; and (k) Claims for special, indirect, consequential, punitive, or lost profit damages.

6.4 Client agrees to defend, indemnify, and hold harmless Provider against any and all claims, losses, and/or liabilities that Provider incurs (including reasonable attorney's fees) caused by the fault, negligence, or recklessness of Client or Client's officers, employees, or authorized agents or which arise from Client's breach of this Agreement.

6.5 As an express condition to indemnification hereunder, the parties shall inform the other within a reasonable period of time not to exceed ten (10) business days of its receipt of any claim, demand, or notice for which indemnification hereunder may be sought. Further, the parties agree to cooperate with each other in any investigation, evaluation, or defense of such claims, demand, or notice.

Article 7 Miscellaneous

7.1 No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by the parties. The failure of a party to enforce the provisions of this Agreement shall not be construed as a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement. Each provision of this Agreement shall 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, this shall not affect any other provision which can be given effect without the conflicting provision or clause.

7.2 This Agreement, the exhibits attached hereto, contain the entire understanding between the parties hereto, and supersede all prior agreements and understandings relating to the subject matter hereof.

7.3 The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective representatives, successors, and assigns. Client shall not transfer or assign this Agreement without the prior written consent of Provider.

7.4 This agreement shall be governed by and construed in accordance with the laws of the State of YOUR STATE without reference to any conflicts of law principles thereof.

7.5 Notices. Any notices required or permitted hereunder shall be effective on the day of delivery to either party at the address set forth below, or at such other address as such party shall specify to the other in a notice given hereunder. Notice shall be delivered by overnight delivery via either UPS or FedEx, signature required.

You: YOUR COMPANY, LLC
YOUR ADDRESS
YOUR SUITE
YOUR CITY, YOUR STATE YOUR ZIP

Client: _____
_____
_____
_____

IN WITNESS WHEREOF, this Agreement has been duly executed by Provider and Client on the dates set forth below.

By:_____

First Name and Last Name, Title - YOUR COMPANY, LLC

Date: 2/17/2017

By:_____
Client: First Name and Last Name, Title -
Date:_____

Exhibit A
Statement of Work

The Services set forth in this Statement of Work will be provided for or on behalf of Client, subject to the terms and

conditions of the Master Services Agreement between YOUR COMPANY, LLC and YOUR CLIENT'S COMPANY (the "Agreement")

Period of Performance: The period of performance for the Services described in this Statement of Work is from 2/17/17 to 8/17/17, unless terminated earlier as set forth in the Agreement.

Exhibit B
Direct Hire Engagements

The placement set forth in this Direct Hire Engagement will be provided for or on behalf of Client, subject to the terms and conditions of the Master Services Agreement between YOUR COMPANY, LLC and YOUR CLIENT'S COMPANY (the "Agreement")

Client:
XYZ Company
Street Address
City, State Zip Code

By: _____

Title: _____

Date: _____

Provider:
YOUR COMPANY, LLC
YOUR ADDRESS
Suite 000
YOUR CITY, YOUR STATE YOUR ZIP

By: _____

Title: _____

Date: _____