

EQ - THE ENVIRONMENTAL QUALITY COMPANY
TEMPORARY SERVICE TERMS AND CONDITIONS

1. **DEFINITIONS:** For purposes of this purchase order, including these Temporary Service terms and conditions and all attachments, as well as any modifications adopted in accordance with Section 20 hereof (collectively, the " Agreement"), the term "Buyer" shall mean EQ-The Environmental Quality Company and the term "Contractor" shall mean the individual, firm, corporation or other entity identified on this Agreement from whom the services have been ordered by Buyer.
2. **TERM:** This Agreement shall commence on the date of execution, shall continue for an initial term of one (1) year, and shall continue thereafter on a month to month basis unless earlier terminated as provided herein. This Agreement may be terminated by either party upon thirty days prior written notice.
3. **SCOPE OF SERVICES:** Contractor will provide to Buyer pre-qualified applicants for full or part time contract or permanent positions as requested. Upon request, Contractor will work with Buyer to define personnel needs, recruit, screen and pre-qualify candidates for open positions. For contract positions, a listing of names, job titles and rates for contract employee(s) will be attached to this Agreement as Schedule A. In addition, Contractor will facilitate the hiring process for permanent placement by acting as a liaison between the company and the prospective candidates.
4. **BACKGROUND CHECK REQUIREMENTS:** Before referring any applicant for any contract or permanent position, Contractor shall perform a thorough background check and verify information of applicant. At a minimum, the background check will include: criminal history, verification of education, verification of training certifications, social security number, motor vehicle report (if applicable), previous employment, and personal references. Buyer shall have the right, but not the obligation, to review the results of any background check performed pursuant to this Section.
5. **PAYMENT TERMS:** Contractor will invoice the Buyer weekly for the approved number of hours worked by contract employee(s) the previous week, payable by Buyer within 30 days from Buyer's satisfactory receipt of invoices, in accordance with the rates set forth on the attached Schedule A. Invoices shall show the applicable Buyer Purchase Order number. Invoices received without a valid Buyer Purchase Order number shall be returned unpaid. Contractor shall accompany all invoices with copies of signed time sheets.
 For Temp-to-Hire or Permanent personnel, Buyer agrees 1) to pay Contractor a percentage of the employees annual salary based on a negotiated rate between authorized participants, and 2) to forgo the percentage requirement for contract employees who previously applied to Buyer for employment and are referred to Contractor by Buyer for Contractor employment until Buyer obtains approval to hire the contract employee.
6. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold harmless Buyer and Affiliated Companies, its and their officers, agents and employees, harmless from and against any loss, cost, expense, damage, claim, demand, liability or cause of action of whatever kind or nature on account of damage to or destruction of property or injury or death of any person or persons arising out of or resulting from any act or omission, whether willful or negligent, caused by any contract employee(s) referred to Buyer by Contractor The indemnification obligations shall survive termination or cancellation of this Agreement.
7. **INSURANCE:** Contractor shall provide insurance coverage in at least the amounts specified below during the terms of this Agreement and until two (2) years after completion of the Services provided hereunder.

Workman's Compensation	Statutory Limits
Employers Liability	
Each Accident	\$1,000,000
Disease - Ea. Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000
Commercial General Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Products/Completed OP Aggregate	\$1,000,000
Personal Injury and Advertising	\$1,000,000
Automobile Liability	
Each Occurrence	\$1,000,000
Pollution Liability	
Each Occurrence	\$1,000,000
Professional Errors and Omissions	
Each Occurrence	\$1,000,000
Commercial Umbrella Liability	
Each Occurrence	\$5,000,000

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Contractor's Commercial General Liability, Commercial Umbrella Liability, and Commercial Automobile Liability shall name EQ Holdings., Inc. and Affiliated Companies Attn: Purchasing Dept. 36255 Michigan Ave, Wayne MI 48184 as an additional insured certificate holder. Contractor's insurance shall be primary and non-contributory, and to include a Waiver of Subrogation in favor of EQ Holdings Inc., and Affiliated Companies on all policies. The above insurance limits are minimum requirements and do not constitute limits on the Contractor's liability. All insurance shall be written by companies with an AM Best rating of "A" or higher. Such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by the Consultant and Buyer. If the Contractor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Buyer may, at its option, procure such insurance and set off the reasonable amount of premiums paid or to be paid against any Contractor invoice.

8. **FEE ELIGIBILITY:** Contractor will be eligible to collect a negotiated placement fee with respect to a candidate referred by Contractor if Buyer employs the candidate within six months of the date that a referral on that candidate is received by Buyer unless that candidate had previously applied for employment with Buyer.

9. **INTELLECTUAL PROPERTY RIGHTS:** The parties acknowledge and agree that Buyer owns all right, title and interest to inventions, patents, copyright, designs, and industrial designs, trademarks, trade secrets and confidential information and other proprietary rights. The Contractor agrees that Buyer shall have exclusive rights to all intellectual property that are created, delivered or employed by Contractor specifically for Buyer or at Buyer's direction pursuant to the Agreement (collectively, "Work Product") and that such Work Product is considered a work for hire for Buyer and any right, title or interest of any kind will automatically be assigned, transferred and conveyed completely and exclusively to Buyer.

Contractor agrees to furnish any and all further documentation and to take any action as Buyer may reasonably require to evidence or effect EQ ownership of the Work Product. If Buyer elects to seek copyright registration or otherwise seek protection for valuable property that incorporates some or all of the Work Product, Contractor will cooperate fully with Buyer.

10. **COMPLIANCE WITH LAWS:** In the performance of this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules, regulations and executive orders, including, but not limited to, those that prohibit discrimination in employment.

11. **CLAIMS AND DISPUTE RESOLUTION:** Buyer shall have the right to offset the amount of any claim for loss, damage, overcharge, or duplicate payments from charges which are otherwise due to Contractor. The parties agree to conduct good-faith negotiations over disputes arising under or relating to this Agreement, and during the course of those negotiations Contractor shall continue to perform those services which are not in dispute. The parties further agree- that any dispute arising under or relating to this Agreement which the parties are unable to resolve within thirty (30) days by good faith negotiations may, upon mutual agreement, be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The parties further agree that, if arbitration is invoked as provided for herein, the dispute shall be submitted to an arbitrator selected from the panels of arbitrators of the American Arbitration Association experienced in the matter(s) which are the subject of the dispute.

If arbitration is invoked as provided for herein, the parties further agree that they will faithfully observe this Agreement and all applicable rules of the American Arbitration Association, and the results of such arbitration shall be final and binding. If the arbitration procedures are not invoked, then mediation maybe pursued if the parties mutually agree. The mediator shall be a neutral third person acceptable to both parties.

12. **CONFIDENTIALITY:NON-DISCLOSURE/PROPRIETARY INFORMATION:** Contractor, it's employees and Buyer agree not to use or disclose any information which the other party has advised them that it considers to be confidential, proprietary or trade secret, including financial, business and technical information and future plans. Each party agrees that in the event that it tours or gains access to the other's site(s), it shall hold in confidence anything that it observes, or any notes or reports it may prepare in connection therewith. The obligations of confidentiality do not apply to information that (i) is or becomes part of the public domain, (ii) is lawfully in the possession of the party at the time the information was acquired hereunder, or (iii) is required to be disclosed under law. The obligations of this Section shall survive the termination or cancellation of this Agreement.

13. **PATENT COVERAGE:** When this Agreement covers engineering and/or designing of devices or methods or systems to Buyer's instructions or requirements, Contractor agrees, by accepting this Agreement, that all designs and inventions made in the performance of the work done pursuant to this Agreement shall promptly be disclosed to and become the sole property of Buyer, and further agrees with respect to said designs and inventions, but without cost or expense to Buyer, to execute, or obtain the execution of such papers, including patent applications and assignments, and to perform such acts as may be necessary to perfect ownership thereof in Buyer. Contractor waives all claims against Buyer and its customers for liability with respect to rights, patent or otherwise, which Contractor may have or obtain, by reason of any use which may be made of the designs, machines and processes furnished or developed hereunder.

14. **NOTICE:** Any notice required or permit to be given shall be in writing and shall be deemed to have been sufficiently given when sent if sent mail or courier services with written confirmation of receipt.

15. **ASSIGNABILITY:** This Agreement shall not be assigned or transferred by Contractor in whole or in part without the prior written consent of Buyer. Any such assignment or transfer by Contractor without such consent shall be void. Buyer may assign this Agreement.

16. **SETOFF:** Buyer shall be entitled at all times to set-off any amount owing at any time from Contractor to Buyer against any amount payable at any time by Buyer under this Agreement. In addition to any right of set off or recoupment provided by law,

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all amount due Contractor shall be considered net indebtedness of Contractor and its affiliates/subsidiaries; and Buyer shall have the right to setoff against or to recoup from any amounts due Contractor and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries.

17. **WAIVER:** The failure of Buyer at any time or from time to time to promptly enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision with respect to Contractor's act or failure to act to which such failure to enforce related, or to any subsequent act or failure to act, and Buyer shall have a right to enforce each and every such provision at any time.

18. **ENTIRE AGREEMENT: MODIFICATION:** This Agreement represents the entire agreement between the parties hereto relating to Staffing Services and supersedes any and all prior agreements between the parties. No terms, prior course of dealing, or understandings purporting to modify this Agreement shall be in effect.

19. **SEPARABILITY:** If any portion of this Agreement is adjudged illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect any other portion of this Agreement.

20. **ELECTRONIC DOCUMENTS:** This Agreement is to create an obligation between the parties using e commerce and it ensures that:

(a) Use of any electronic equivalent of documents (transactions) referenced or exchanged under this Agreement shall be deemed an acceptable practice in the ordinary course of business.

(b) Such transactions shall be admissible as evidence on the same basis as customary paper documents.

21. **AUTHORIZED SIGNATURES:** The signature of the individual signing documents related to this Agreement on behalf of the Contractor is considered to be a certification that the signatory is an owner or officer of the Contractor or an employee who has been authorized, in writing, to act as agent, on behalf of the Contractor. Only the purchasing manager or an officer of the Buyer shall be authorized to sign this Agreement and any change orders or amendments or modifications on behalf of Buyer.

22. **APPLICABLE LAW & JURISDICTION:** The laws of the State of Michigan shall govern this Agreement, its construction, and the determination of any rights, duties or remedies of the parties arising out of or relating to this Agreement. The parties acknowledge that the United States District Court for the Eastern District of Michigan or the Michigan Circuit Court for the County of Oakland shall have exclusive jurisdiction over any case or controversy arising out of or relating to this Agreement and that all litigation arising out of or relating to this Agreement shall be commenced in the United States District Court for the Eastern District of Michigan or the Oakland County (Michigan) Circuit Court. The parties irrevocably consent to the personal jurisdiction of the United States District Court for the Eastern District of Michigan and the Oakland County (Michigan) Circuit Court in connection with all actions and proceedings arising out of, or in any way related to this Agreement, and the parties consent to be subject to the legal process of these Courts.

23. **SUCCESSORS:** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, permitted successors and assigns.

Contractor acknowledges and accepts EQ's Temporary Service Terms and Conditions as stated in this document for all purchase orders awarded to the Contractor by EQ.

Signature

Company *Date*

Printed Name

Title

The payment terms stated herein shall be accepted and acknowledged by the Contractor's Credit/Billing Department.

Signature of Credit/Billing Department

Title *Date*

Printed Name

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