



GENERAL STAFFING AGREEMENT

This GENERAL STAFFING AGREEMENT (this "Agreement") is made and entered into effective as of _____, by and between _____, a New Hampshire corporation having an address at _____ ("COMPANY"), and Rise Up Staffing Inc., 501(c)3, a New Hampshire corporation having an address at 8 Trent Road, Hooksett, New Hampshire 03106 ("STAFFING FIRM")

WHEREAS, STAFFING FIRM is engaged in the business of assigning its own employees to perform services for its clients, including the COMPANY, and providing related management and human resource services; and COMPANY desires to engage STAFFING FIRM to provide such services and may seek to have STAFFING FIRM coordinate the provision of such services by other staffing firms subcontractors as may be necessary to meet the COMPANY'S staffing needs;

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

1. Services. STAFFING FIRM shall provide one or more employees as requested by the COMPANY from time to time ("assigned employees"). Such assigned employees shall provide services under the COMPANY'S management and supervision at a facility or in an environment controlled by the COMPANY. STAFFING FIRM is an equal opportunity employer and refers assigned employees regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status, veteran status, or other protected class status pursuant to applicable law. STAFFING FIRM will recruit, screen, interview, hire, and assign its assigned employees to perform the type of work required and described by the COMPANY on the Job Order Form. STAFFING FIRM agrees to take reasonable steps to provide assigned employees that are not under the influence of illegal substances or improperly utilizing prescription medications while performing labor services for the COMPANY, but in no way guarantees this outcome.

STAFFING FIRM agrees to coordinate all appropriate medical treatment following a work related incident to an assigned employee (unless it is an emergency), and the COMPANY agrees to allow a qualified representative of the STAFFING FIRM to timely investigate any work related injury as part of an insurance carrier's requirement. The COMPANY agrees to provide the assigned employees with a safe work site. COMPANY reserves the right to unilaterally require STAFFING FIRM to promptly remove and replace its assigned employees for, among other things, unsatisfactory work. COMPANY agrees to exclude the assigned employees from its benefit plans and not to make any offer or promise relating to assigned employees' compensation or benefits.

2. Payroll. STAFFING FIRM shall be responsible for payment of wages or other compensation payable to the assigned employees for services provided pursuant to this Agreement. STAFFING FIRM shall make the appropriate payroll deductions and collection of taxes and make payment to proper governmental authorities for federal, state and local income taxes, social Security tax, federal and state unemployment insurance taxes and any other federal or state employee tax. STAFFING FIRM shall have the sole responsibility for compensating the assigned employees and complying with all applicable federal, state and local laws with respect to the payment of wages and benefits, including, without limitation, liability for FICA, FUTA, unemployment tax, pension and profit-sharing plan contributions and employee fringe benefits. In the event of termination of the Agreement, COMPANY shall have no liability whatsoever to provide any severance or other benefits of any nature whatsoever to assigned employees as a result of termination of their services pursuant to this Agreement or their dependents (including, without limitation, continuation of group health care coverage benefits pursuant to section 4908B of the Code and Part 6 of the Subtitle I of ERISA), it being acknowledged and agreed that the exclusive responsibility for all such matters shall be with STAFFING FIRM; provided, however, that COMPANY acknowledges and agrees that it has the responsibility to keep accurate time records of the number of hours worked by the assigned employees and acknowledges that STAFFING FIRM is relying on the wage and hour records maintained and submitted by COMPANY in calculating the proper payment of wages.

3. Payment Terms. COMPANY will pay STAFFING FIRM for its performance at the rates set forth on Exhibit A. STAFFING FIRM will invoice COMPANY for services provided under this Agreement on a weekly basis. Payment is due within seven (7) days 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 STAFFING FIRM's assigned employees are required to wear Company uniforms, STAFFING FIRM must order the COMPANY'S uniforms for the assigned employees from the COMPANY'S uniform service. COMPANY'S uniform service shall charge COMPANY for such uniforms and STAFFING FIRM shall reduce their invoice by the COMPANY'S costs of such uniforms. The assigned employees are presumed to be nonexempt from laws, or not assigned to complete work requiring premium pay for overtime, holiday work, prevailing wage, or weekend work, as required by State or Federal laws ("premium work time"). STAFFING FIRM will charge COMPANY special rates for premium work time only when the COMPANY has authorized, in writing, the assigned employees to work such premium work time.

4. Staffing Firm Responsibilities.

- a. Workers' Compensation and Employee Benefits: STAFFING FIRM shall be responsible for maintaining workers' compensation insurance and employer's liability coverage within statutory limits. Upon request, STAFFING FIRM shall provide COMPANY with evidence of current coverage reasonably acceptable to COMPANY.
- b. Insurance: STAFFING FIRM shall at all time during the term of this Agreement, keep in full force and effect comprehensive general liability insurance coverage. Upon written request by COMPANY, STAFFING FIRM shall cause a certificate of insurance to be issued to COMPANY evidencing such coverage.
- c. Compliance with Laws: STAFFING FIRM shall comply with all federal, state and local laws applicable to the employment and termination of the assigned employees, including laws applicable to the payment and withholding of taxes, unemployment or other benefits and immigration matters.

5. Company Responsibilities.

- a. Working Environment: COMPANY agrees to comply with all safety and health and work laws, regulations and rules relating to performance of the assigned employees.

Company shall not entrust any employee of STAFFING FIRM with any cash or items of value, or authorize said employee to operate any motor vehicle without the express written consent of STAFFING FIRM, and in the event that Company entrusts said employee with any cash or items, or authorize said employee to operate a motor vehicle, it is done at the sole risk of the COMPANY and the COMPANY expressly accepts full responsibility for such entrustment. This shall include, but not necessarily be limited to any losses or damages, including bodily injury, death, property damage, fire, theft, collision, or any other damage without limitation, incurred as result of said entrustment. It is expressly agreed that the STAFFING FIRM is not responsible for any claims made as result of said entrustment. In the event that such claim is brought against the STAFFING FIRM as a proximate result of said entrustment, the COMPANY agrees to hold the STAFFING FIRM harmless, and defend and indemnify the STAFFING FIRM from any such claims and demands, including the fees and cost of such defense.

- b. Insurance: COMPANY shall provide proof of comprehensive general liability insurance coverage for its operations. This insurance shall list STAFFING FIRM and

all its parent, subsidiary, and/or affiliate entities as additionally insured. Upon request, COMPANY agrees to furnish to STAFFING FIRM certificates evidencing such insurance coverage.

- c. Compliance with Laws: COMPANY shall comply with all federal, state and local laws regarding break times, working conditions, safety, discrimination, and harassment.

6. Term. This agreement will be effective on the date shown in the opening paragraph of this agreement and will continue in force unless terminated by either party. The Agreement may be terminated by either party upon thirty (30) days written notice to the other party, except that, if a party becomes bankrupt or insolvent or discontinues operations, either party may terminate the Agreement upon twenty-four (24) hours written notice.

7. Indemnification. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold COMPANY and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from any and all causes of action, claims, damages, costs, losses, or liabilities, including, without limitation, reasonable attorneys' fees and expenses, arising out of the assigned employees' services unless specifically stated otherwise herein. It is the intent of the parties hereto that, where gross negligence occurs, that each party bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

8. Arbitration. Any controversy or dispute between the parties arising out of this Agreement will be resolved by arbitration under the Federal Arbitration Act and before the American Arbitration Association ("AAA") at the AAA location closest to COMPANY'S office. The costs of arbitration will be shared equally by the parties. The arbitrator will have no authority to change any of the terms of this Agreement. All decisions of the arbitrator will be final and binding upon the parties. The prevailing party will be awarded reasonable attorney's fees incurred in the arbitration in addition to any other relief awarded. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

9. General Provisions.

- a. Cooperation: 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.
- b. Entire Agreement: This Agreement (and any and all Exhibit(s)) is the entire agreement between STAFFING FIRM and COMPANY with response to the subject matter. This Agreement shall not be modified in any way except by written agreement signed by both parties.
- c. Binding: The provisions of this Agreement shall be binding upon the parties and their respective successors and permitted assigns.
- d. Severability: In the event that any provision of this Agreement (or any portion thereof) is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.
- e. Headings: The headings in the Agreement are intended for convenience of reference and shall not affect its interpretation.
- f. Assignment: This Agreement shall not be transferred or assigned without the prior written consent of both parties and any attempted assigning without such consent shall be void.
- g. Payroll Conversions: Company acknowledges that Staffing Firm has incurred

substantial recruitment, screening, training, administrative and marketing expenses with respect to its Employees, and that the identity, telephone number, address, skills, qualifications, preferences and work history of the Contract Employees constitute trade secrets of Company. Accordingly, Company agrees not to directly or indirectly utilize, offer to hire, hire or engage as an independent contractor or freelancer any Employee assigned to Company by Staffing Firm during such assignment, except through Staffing Firm. Company also agrees not to permit or cause any such Employee to work on Company's premises or for Company through any other firm or while on the payroll of any other firm for a like period, without the express prior written consent of Staffing Firm. Staffing Firm and Company agree that if an Employee excels in performance to the extent that Company is interested in directly hiring him/her, the parties will reach agreement to that end according to the Conversion Fee Schedule (Exhibit A).

- h. Guarantee Of Performance: If Company retains any Staffing Firm Employee and that employee reports for work, Company agrees to be billed for a minimum of 4 hours for that employee even if that employee works for less than 4 hours.

In addition, if Company retains any Staffing Firm Employee for a period of at least two (2) hours from the start of the assignment and fails to advise Staffing Firm of any complaints regarding the Employee, Company is responsible for paying all monies due for services performed by the Employee for the term of the assignment or until terminated.

- i. Assignment Cancellation Notice: Company must notify Staffing Firm of any canceled assignments at least 12 hours in advance of the assignment start time. Failure to do so will result in an assignment cancellation fee of \$100.
- j. Notice: All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given: (i) when delivered personally to the recipient; (ii) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid); (iii) one (1) business day after being sent to the recipient by facsimile transmission or electronic mail; or (iv) four (4) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid and addressed to the intended recipient as set forth below:

If to STAFFING FIRM:

Rise Up Staffing, Inc.
8 Trent Road
Hooksett, NH 03106

If to COMPANY:

Any party may change the address, facsimile number and/or electronic mail address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties notice in the manner herein set forth.

- k. Independent Contractors: The services that STAFFING FIRM will render to COMPANY under this Agreement will be as an independent contractor. This Agreement shall not be construed to create a partnership, agency, joint venture or similar relationship between the parties and neither party shall have the authority to bind the other party. The assigned employees shall not be deemed to be an

employee of COMPANY but shall remain an employee of STAFFING FIRM. STAFFING FIRM further agrees that it will, as defined by New Hampshire and federal law, assign "employees" and not "independent contractors" to perform services for COMPANY pursuant to this Agreement.

- I. Counterparts: This Agreement may be executed in any number of counterparts, all of which shall be deemed one and the same instrument.

- m. Governing Law: This Agreement is made in the state of New Hampshire, and its validity, interpretation, and the rights and obligations of the parties arising out of this Agreement, shall be governed by the law of the state of New Hampshire (without regard to conflict of laws principles).

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

By: _____

Name: _____

Signature: _____

Title: _____

Date: _____

RISE UP STAFFING, INC

Name: Bryan Murphy _____

Signature: _____

Title: Vice President _____

Date: _____



RISE UP STAFFING
MORE THAN A JOB

Exhibit A

Pricing & Payroll Conversion Fees

Pricing:

Bill Rates (BR) vary based on several factors. To calculate your Bill Rate (BR), you will need to determine a fair Pay Rate (PR) for each position being filled and provide Prime Time Staffing with a Worker's Comp (WC) code or a detailed job description for each position. Once the PR and WC rates are established, the formula below is used to calculate your BR. The Gross Mark-up (GM) is reviewed by Rise Up Staffing, Inc. each year and is subject to change.

$$BR = PR + WC + GM$$

Your Gross Mark-up Rate: \$9

Example:

Pay Rate (per hour): \$14
 Worker's Comp Rate: 8%
 Gross Mark-up: \$9

$$\text{Bill Rate} = 14 + (14 \times 0.08) + 9 = \$24.12/\text{hr}$$

Payroll Conversion Fees:

Length of Service – starts on the first day the employee works for the client; each day (including weekends), whether the employee works or not, is counted from there on out to determine the Length of Service.

Conversion Fee – based on the Length of Service (see chart below), the fee is calculated by annualizing the employee's Pay Rate and then multiplying by the Conversion Fee %. The number of hours the employee works in any given week is NOT considered in this calculation.

Payroll Conversion Fee Rates	
Length of Service (days)	Conversion Fee (%)
<31	6%
31-90	5%
91-120	4%
121-180	3%
>180	0%

Example:

Length of Service: 4 weeks (28 days)
 Pay Rate (per hour): \$14
 Annualized Pay: 14 x 40 x 52 = \$29,120
 Conversion Fee (%): 6%
 Conversion Fee (\$): \$1,747.20