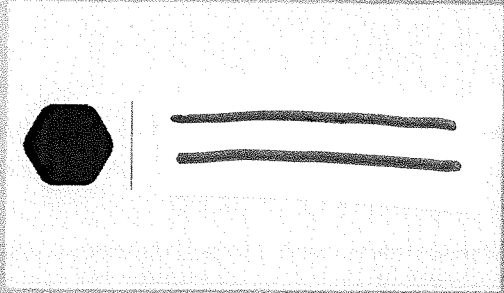

PROPOSAL OF SERVICE



In an effort to partner with _____ we here at _____ would like to ensure transparency on our end. We feel this is important as we pride ourselves in ensuring accurate invoicing, fair billing and most importantly, providing you with quality electricians.

All _____ Inc. Employees will carry a markup of 42%. Apprentice registration will be applied to designated invoice to ensure all _____ Inc. employees meet criteria to perform duties assigned.

All _____ Electricians will have a _____ Department of Regulatory Agencies (DORA) APE or JW number.

Our range of pay for Apprentice Electricians are as follows:

\$20 - \$28 hour

The corresponding hourly rate range will be \$28.40 - \$39.76

Our range for a _____ State Licensed Journeyman will be as follows:

\$34 - \$37 per hour

The corresponding hourly rate range will be \$48.28 - \$52.54

In addition:

Additional Contract Legal Terms for _____

1. Safety Video and Consent

1. _____ will provide _____ with an electronic Safety Orientation Video and Acknowledgment Form that _____ agrees to send to their employee. _____ will have the employee watch the video, then sign and return the Acknowledgment Form to _____. Once secured, _____ will send a signed copy of the Acknowledgment Form to _____ and both parties shall retain a signed copy in their files. This process shall be completed prior to _____ employee beginning their assignment with _____. In the case that _____ fails to obtain this form from the employee prior to the assigned employee starting, _____ agrees to absorb one (1) hour of bill rate for time and resources necessary for the assigned employee to view the Safety Orientation Video and collect the Acknowledgment Form.

2. Compliance w/Federal, State, and Local Laws

- a. _____ agrees to comply with all federal, state, and local employment laws and regulations including but not limited to all Equal Employment Opportunity Commission, Department of Labor, the Fair Labor Standards Act, Title VII, the Americans with Disabilities Act, the Family Medical Leave Act, Anti-Harassment regulations, and Anti-Discrimination laws or regulations in connection with the recruitment, employment, assignments, promotions, demotions, terminations, and any other employment action for employees assigned to _____. _____ will not discriminate against applicants or employees based on their race, color, national origin, religion, sex, disability, veteran status, union affiliation, genetic information, and any other protected status whereby protected by law (such as marital status, sexual orientation, gender identity, pregnancy, etc.) _____ prohibits all forms of unlawful discrimination, including sexual harassment, whether quid pro quo or hostile workplace, or other forms of harassment based on a person's protected status. _____ agrees to fully cooperate with an investigation or conduct an investigation to find a resolution for any complaint of discrimination whether brought forward by an assigned employee or by a _____ employee whereas an Assigned Employee of _____ is involved.
- b. _____ agrees to comply with all federal, state, and local employment laws and regulations including but not limited to all Equal Employment Opportunity Commission, Department of Labor, the Fair Labor Standards Act, Title VII, the Americans with Disabilities Act, the Family Medical Leave Act, Anti-Harassment, and Anti-Discrimination laws or regulations in relation to any of _____ employees that are assigned to _____. _____ agrees to not make any job order, decision regarding the placement, or working conditions for assigned employees that discriminates against any protect class or statuses. _____ will provide a working environment free from all forms of unlawful discrimination, including sexual harassment, whether quid pro quo or hostile workplace, or other forms of harassment based on a person's protected status. _____ agrees to fully cooperate with an investigation or conduct an investigation to find a resolution for any complaint of discrimination whether brought forward by an assigned employee or by a _____ employee whereas an Assigned Employee of _____ is involved.

3. Minimum Work Time Prior to Billing

a. If [REDACTED] retains any Assigned Employee for a period of at least four (4) hours, [REDACTED] is responsible for paying all fees due for services performed by the Associate. [REDACTED] will notify [REDACTED] of any complaints by the Assigned Employee, any requests to terminate or terminations of the Assigned Employee(s), or completion of assignment. If for any reason [REDACTED] is unsatisfied with the performance of an Assigned Employee, [REDACTED] must contact [REDACTED] within the first four (4) hours of the assignment and then [REDACTED] will not be charged for the services rendered by that Assigned Employee. Should the Assigned Employee resign their assignment within the first eight (8) hours of the assignment, [REDACTED] will not be charged for the services rendered by that Assigned Employee. The total duration of each temporary assignment shall be determined by [REDACTED].

4. Invoice/Payment Deadlines

a. [REDACTED] agrees to send [REDACTED] invoices weekly by the Friday following the conclusion of the previous work week. If there is to be a delay in providing this weekly invoice, a direct communication to [REDACTED] accounting team will be required. All invoices from [REDACTED] shall be sent to [REDACTED] accounts payable within the quarter the work was performed, with the exception of the final invoice of the quarter end. Any invoices sent to [REDACTED] from previous quarters will be highly scrutinized and may not be paid; this will be determined on a case-by-case basis.

b. [REDACTED] agrees to payment terms of due net 30 days and agrees late charges will accrue on unpaid balances after 30 days from the date the invoice is received at a rate of 1.5% per month. [REDACTED] agrees to pay said late charges when applicable.

c. If [REDACTED] is made responsible for registering apprentices prior to their start date with [REDACTED] to ensure we are complaint, then [REDACTED] will be responsible for reimbursing [REDACTED] at the current DORA registration rate per apprentice needing to be registered. However, at all times, [REDACTED] will be solely responsible for sourcing and identifying correctly credentialed individuals before presenting these individuals for review.

5. Drug Testing and Background Testing

a. [REDACTED] agrees that all Assigned Employees have taken at minimum a five-panel drug test administered by [REDACTED] or third-party vendor, and that the Assigned Employee has received a negative testing result, inclusive of cannabis, prior to being assigned to [REDACTED].

b. [REDACTED] agrees to comply with site-specific drug and background testing as needed. Costs for the additional drug screening or background check will be absorbed by [REDACTED]. [REDACTED] representative will be responsible for ensuring [REDACTED] is notified of any needs to perform site-specific drug screenings or background checks.

6. Severability of Contract

a. This contract shall be enforceable for a period of one (1) year beginning at the time this agreement is mutually signed by both parties and shall automatically renew annually unless cancelled by either party, at any time, hereto upon thirty (30) days written notice.

7. Legality and Jurisdiction

a. These terms and conditions shall be binding upon the parties hereto, their heirs, successors, personal representatives, transferees, agents, and assigns. These Terms and Conditions supersede all prior agreements and understandings, whether written or verbal between the parties with respect to the content herein and may not be

modified except in writing and signed by each of the parties' authorized representatives. These Terms and Conditions of Service shall be interpreted according to the laws of the State of _____ without regard to conflicts of law principles. In the event of a dispute, the parties agree that jurisdiction for any action brought pursuant to or in connection with these Terms and Conditions of Service shall lay in the state or federal courts over _____ County, _____. If any provision of these Terms and Conditions of Service are deemed to be invalid, all remaining provisions shall continue in full force and be enforceable.

8. Indemnification

a. In the event an Assigned Employee utilizes any powered industrial trucks, vehicles, or other power equipment ("Equipment") while on assignment at the explicit direction of a _____ supervisor, whether said Equipment is owned or non-owned by _____, _____ shall: (a) Insure against any liabilities arising from or related to the operation of Equipment by Assigned Employees while on assignment, except for claims of bodily injury, including death, to Assigned Employees, which are covered by workers' compensation insurance carried by _____ (b) be responsible for, defend, indemnify and hold _____ its officers, directors, employees, and agents harmless from any and all claims, demands, proceedings, causes of action, damages, liabilities, losses, costs, and expenses of every kind and description, including reasonable attorney's feed and/or litigation expenses, related to or arising from the operation of the Equipment by Assigned Employees while on assignment with _____ including but not limited to, claims for property damage (including damage to Equipment, as well as the contents and/or cargo thereof, of any of _____ property or the property of any other person) and the bodily injury or death of any person, except for injuries to or the death of Assigned Employees; (c) Maintain and inspect the Equipment and will obtain any required permits or licenses.

b. In the event an Assigned Employee utilizes any powered industrial trucks, vehicles, or other power equipment ("Equipment") while on assignment without the explicit direction of a _____ supervisor, whether said Equipment is owned or non-owned by _____, _____ shall: (a) Insure against any liabilities arising from or related to the operation of Equipment by Assigned Employees while on assignment, except for claims of bodily injury, including death, to Assigned Employees, which are covered by workers' compensation insurance carried by _____ (b) be responsible for, defend, indemnify and hold _____, its officers, directors, employees, and agents harmless from any and all claims, demands, proceedings, causes of action, damages, liabilities, losses, costs, and expenses of every kind and description, including reasonable attorney's feed and/or litigation expenses, related to or arising from the operation of the Equipment by Assigned Employees while on assignment with _____, including but not limited to, claims for property damage (including damage to Equipment, as well as the contents and/or cargo thereof, of any of _____ property or the property of any other person) and the bodily injury or death of any person, except for injuries to or the death of Assigned Employees.

9. Employee Conversion (Right to Hire)

a. _____ has the right to hire, at no additional cost, an Assigned Employee once the Assigned Employee has been engaged in work at _____ work site(s) for a period of 520 hours in totality, during any rolling twelve-month calendar from the date of initial placement of the Assigned Employee with _____. If _____ decides to hire the Assigned Employee before the 520-hour requirement is satisfied, there will be a fee of 20% of the Assigned Employee's first year's annual salary (calculated as the employee's hourly rate multiplied by 2080). _____ will reduce this fee by one percent for every 40 hours worked by the Assigned Employee to a minimum fee of 10% of the Assigned Employee's annual salary. Should _____ decide to release the Assigned Employee from their employ while they are assigned to _____,

then _____ will have the right to hire the employee without consequence or any fees. Should _____ and _____ decide to terminate their Service Agreement, _____ will agree to not to engage any Assigned Employees for permanent placement for six (6) months. Likewise, _____ will agree to not engage or employ any _____ employee during the duration of an active contract or for a period of six (6) months following termination of services agreement. Either party found in violation of this clause will be required to pay a fee of 20% of the Assigned Employee's/ _____ Employee's annual salary without any deductions. This section of the Service Agreement will remain enforceable for a period of six (6) months following the termination of the Service Agreement.

_____ requires 7 days' notice (along with a letter and or email stating as such) prior to hiring a _____ employee so a proper roll over of burden can occur. This way on the employee's start date with _____, _____ is no longer responsible for providing insurance (liability and WC) for the individual.

_____ asks to have an annual review of performance and based on the ebbs and flows would like to negotiate a markup that is fair for both parties after 12 months of service.

_____ Client requirements:

1. Supervision:

It is the customer's responsibility to maintain adequate supervision of _____ employees, as well as provide safe work environments as required by OSHA standards. Customer shall notify _____ as soon as possible of any injury while the employee is under customer's supervision.

2. Worker's Compensation/Payroll Taxes:

_____ is responsible for payment of worker's compensation and payroll taxes including federal, state, FICA and FUTA withholdings.

3. Attorney's Fees & Collection:

In the event that _____ initiates a successful legal proceeding under this agreement, including, but not limited to; mediation, arbitration or litigation, _____ shall be entitled to recover all costs and attorney's fees associated with such efforts from the customer.

4. Payment:

Upon establishing credit worthiness with _____, the customer agrees to maintain a balance at or below the established credit limit and/or net terms 30 days per invoice. Any amount not paid within 30 days shall accrue interest at the rate of 1.5% per month.

5. Pay Period / Method of Tracking:

The customer's pay period to the contrary notwithstanding, _____ payroll period is Monday-Sunday, and billings to the customer will be rendered in accordance with the foregoing payroll period. Billings are calculated on the basis of time tickets and/or group timesheets and the customer shall be deemed to agree to cost and terms of these time tickets and/or group timesheets unless the customer indicates objections on the time the time tickets and/or group timesheets within twenty-four (24) hours of customer's receipt of the time tickets and/or group timesheets.

divert from _____ such an employee. Should a customer choose to violate the terms of (i), (ii) or (iii) anytime before this period expires

(regardless of whether said employee is still employed by _____ at the time of hiring), the customer agrees to pay 20% of employee's projected

annual income based on said employee's most recent bill rate as a hiring/conversion fee.

