



General Staffing Agreement

Primus Staffing Solutions, Inc., with its principal office located at 3080 Olcott Street, Suite C-230, Santa Clara, CA 95054 ("STAFFING FIRM"), and _____, with its principal office located at _____ ("CLIENT") agree to the terms and conditions set forth in this General Staffing Agreement (the "Agreement").

STAFFING FIRM's Duties and Responsibilities

1. STAFFING FIRM will:

- a. Recruit, screen, interview, and assign its personnel ("Assigned Employees") to perform the type of work described on Exhibit "A" attached hereto under CLIENT's supervision at the locations specified on Exhibit "A";
- b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them, if any. Pay, withhold, and transmit payroll taxes; provide unemployment insurance, general liability insurance, registry bond and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
- c. Make reasonable efforts to provide a similarly qualified replacement in case an Assigned Employee does not report to work;
- d. Require Assigned Employees to sign agreements as set forth on Exhibit "B" attached hereto acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT; and
- e. Require Assigned Employees to sign confidentiality agreements as set forth on Exhibit "C" attached hereto before they begin their assignments to CLIENT.

CLIENT's Duties and Responsibilities

2. CLIENT will:

- a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, and systems; not permit or require Assigned Employees to operate any vehicle or mobile equipment,

but limit their duties strictly to duties normally performed in an office and require Assigned Employees to work only in an office environment;

- c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- d. Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval;
- e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits; and
- f. Not entrust Assigned Employees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM.

Direct Placement

- 3. A Direct Placement is a situation where the STAFFING FIRM is hired by CLIENT as a recruiter to identify and pre-screen a candidate (the "Referee") for a position with the CLIENT, who may then be employed directly by the CLIENT, without regard to the previous relationship of the Referee to the STAFFING FIRM.
- 4. In case of a Direct Placement, the provisions of article 1(b) of the Agreement do not apply.
- 5. A Direct Placement is considered successfully completed upon the completion of the first day of the employment of the Referee with the CLIENT, following which the STAFFING FIRM will invoice the CLIENT for an amount equal to the fee specified in Appendix "A."

Payment Terms, Bill Rates, and Fees

- 6. CLIENT will pay STAFFING FIRM for its performance at the rates set forth on Exhibit "A" and will pay any additional costs or fees set forth in this Agreement. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is due on receipt of invoice. Invoices not paid within 15 days from receipt of the invoice will be considered past-due. Past-due invoices will be charged a fee of 1.5% per month until paid. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion upon receipt of the invoice, subject to the terms in this Section 6.
- 7. Assigned Employees are presumed to be non-exempt from laws requiring premium pay for overtime (OT), holiday work, or weekend work. STAFFING FIRM will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT

has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate for those hours.

8. If CLIENT uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than STAFFING FIRM during or within six (6) months after the end of any assignment of the Assigned Employee to CLIENT from STAFFING FIRM, CLIENT must notify STAFFING FIRM immediately and (a) continue the Assigned Employee's assignment from STAFFING FIRM until he or she completes 1,040 consecutive work hours for CLIENT; or (b) pay STAFFING FIRM an additional fee (the "Conversion Fee") in the amount of 500 times the final hourly billing rate for that Assigned Employee, or \$ 12,500.00, whichever is greater. However, under option (a) above, the length of the required assignment continuation will be reduced by the Assigned Employee's pre-notice work hours within the previous year for which CLIENT has paid or for which CLIENT has not yet been invoiced.
9. In addition to the bill rates specified in Exhibit A of this Agreement, CLIENT will pay STAFFING FIRM the amount of all new or increased labor costs associated with CLIENT's Assigned Employees that STAFFING FIRM is legally required to pay, such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels until the parties agree on new bill rates.

Confidential Information

10. Both parties may receive information that is proprietary or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

Cooperation

11. 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.

Indemnification and Limitation of Liability

12. To the maximum extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in Section 1; or the gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

13. To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in Section 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
14. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY STAFFING FIRM OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR PARTICULAR PURPOSE) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. STAFFING FIRM MAKES NO ASSURANCE AS TO THE RESULTS OF ITS SERVICES, AND STAFFING FIRM IS TO BE PAID FOR SERVICES RENDERED IRRESPECTIVE OF THE RESULTS OF SUCH SERVICES.
15. NEITHER PARTY SHALL BE LIABLE FOR OR BE REQUIRED TO INDEMNIFY THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR LOST PROFIT DAMAGES THAT ARISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) AND REGARDLESS OF HOW CHARACTERIZED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
16. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within two (2) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

Miscellaneous

17. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
18. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
19. Each provision of this Agreement will 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, no other provision that can operate without the conflicting provision or clause will be affected.
20. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
21. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

- 22. The failure of a party to enforce the provisions of this Agreement will not be interpreted as a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
- 23. CLIENT will not transfer or assign this Agreement without STAFFING FIRM's written consent.
- 24. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
- 25. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

Term of Agreement

- 26. This Agreement will be for a term of 12 months from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 15 days' written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 72 hours written notice. Unless the Agreement is cancelled or a renegotiation notice is sent 30 days prior to the Agreement's expiration date, the Agreement will be renewed automatically upon expiration for an additional 12 month term. Termination of this Agreement shall not be effective with respect to any placed Assigned Employees until their placements are terminated or cease.
- 27. Enforcement. If any sums due to STAFFING FIRM are not paid when due, interest shall accrue thereon at the rate of 1.5% per month until paid in full. Any action to collect any sums due under this Agreement may be brought in Santa Clara County, California, and the parties consent to jurisdiction and venue in such County. In any action or proceeding to enforce or construe this Agreement, the prevailing party shall be entitled to recover their actual attorney's fees and costs.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

CLIENT

STAFFING FIRM

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Exhibit A

Rate Schedule

Job Title or Description	Location	Hourly Bill Rate (\$)

Direct Placement Fee: 18 % of the Referee's annual salary.

CLIENT

STAFFING FIRM

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Exhibit B

Assigned Employee Agreement and Waiver

In consideration of my assignment to CLIENT by STAFFING FIRM, I agree that I am solely an employee of STAFFING FIRM for all purposes, including benefits plan purposes and that I am eligible only for such benefits as STAFFING FIRM may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by CLIENT, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to CLIENT by STAFFING FIRM and regardless of whether I am held to be a common-law employee of CLIENT for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

EMPLOYEE

WITNESS

Signature

Signature

Printed Name

Printed Name

Date

Date

Exhibit C

Additional Provisions (Valid Unless Crossed Out and Initialed by CLIENT)

Reports

At no additional cost to CLIENT, STAFFING FIRM will generate and deliver to CLIENT the following reports, at the indicated intervals: _____

Background Checks

At STAFFING FIRM's expense, STAFFING FIRM will perform the following types of background / qualification checks for all employees which it selects for assignment to CLIENT and will not assign unqualified personnel to CLIENT:

On-Site Coordinator

STAFFING FIRM will be represented at CLIENT's premises by an On-Site Coordinator. CLIENT will have the continuing right to reasonably disapprove of the person designated for this role by STAFFING FIRM and to require a suitable replacement. STAFFING FIRM will also arrange for substitutes to cover the On-Site Coordinator's material absences during CLIENT's business or other operational hours. CLIENT will provide the On-Site Coordinator with the necessary office space, furnishings, and other resources as the parties may agree on from time to time. The On-Site Coordinator's duties will be as follows:

Guarantee

The Assigned Employees that STAFFING FIRM recruits and assigns to CLIENT will have the qualifications CLIENT requests. If CLIENT finds any Assigned Employee's qualifications or general work-related behavior lacking and lets STAFFING FIRM know within 1 business day of the assignment, STAFFING FIRM will not charge CLIENT for the first day of the assignment and will make reasonable efforts to replace the Assigned Employee immediately.

Insurance

STAFFING FIRM will cover STAFFING FIRM's staffing operations for CLIENT with at least the following types and limits of insurance or other coverage:

- a. Workers' compensation benefits or coverage on the Assigned Employees, in amounts no less than required by law

- b. Employer's liability insurance with limits of \$ _____ .
- c. Commercial general liability insurance, including personal injury, contractual liability, and property damage, with limits of \$ _____ .
- d. Commercial blanket bond insurance with limits of \$ _____ .

CLIENT-Recruited Employees

Assigned Employees are also CLIENT-Recruited Employees when, by prior arrangement with STAFFING FIRM, CLIENT recruits or otherwise identifies personnel whose services it needs and refers them to STAFFING FIRM, there to be employed and assigned back to CLIENT. The terms of this Agreement will be modified with respect to CLIENT-Recruited Employees in the following ways:

Minimum Hours Per Day

If CLIENT limits an Assigned Employee's work day to fewer than 4 hours, STAFFING FIRM may deem that day to include 4 hours of time worked and may bill CLIENT for 4 hours if STAFFING FIRM pays the Assigned Employee for the 4 hours.

Nature of Relationship

The services that STAFFING FIRM will render to CLIENT under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create a relationship of principal and agent, or employer and employee, between STAFFING FIRM and CLIENT.

Headings

The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They will in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

Contract Interpretation

The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning of any provision of this Agreement.

Choice of Law

This agreement will be governed by and construed in accordance with the laws of the state of California, without reference to any conflicts of law principles thereof.

Assignment of Agreement

CLIENT shall not transfer or assign this Agreement without the written consent of STAFFING FIRM, and any attempted assignment without such consent shall immediately terminate this Agreement.

Responsibility for Training

In case either the CLIENT or the STAFFING FIRM require additional training of any Assigned Employee in the CLIENT's specific policies and procedures before the beginning of the assignment, the time of such training will be billed to the CLIENT as if the Assigned Employee was working normally under the present Agreement during the training time period.