

TERMS OF SERVICE

In this document, the term "Company" refers to HL Solutions, LLC. The term "Client" refers to the party for which Company places individuals to do work pursuant to the terms and conditions set forth herein. "Parties" refers to both Company and Client as parties to this contract.

1. Relationship of Parties

- Parties agree that the relationship between them is that of independent contractor, and that neither party shall have any authority to represent or bind the other.
- Neither party shall hold itself out or have any authority as an agent of the other for any purpose whatsoever.
- Nothing herein shall be construed as creating a principal and agent, joint venture, or any other type of relationship besides independent contractor between parties.
- Parties shall each remain solely responsible for the payment of all wages and benefits for each of their own respective employees,
- Neither party shall be responsible for the withholding, payment of any payroll deductions or taxes, or the provision of workers' compensation or unemployment insurance coverage, for or on behalf of employees of the other party or for any payment or expense in respect of claims arising under the other party's employee benefit plans.
- Company shall remain specifically responsible for any applicable federal, state, or local withholding or income taxes, paying Social Security taxes, and providing unemployment compensation and workers' compensation insurance or coverage for its employees providing services hereunder.
- Company and Client agree that any contractors placed with the Client to do work, are to be supervised by the Client, and are intended to augment Client's existing staff. Such contractors shall not have final sign-off authority in their work with Client.

2. Payment and Invoicing

- Company will invoice Client on a regular basis, no less frequently than monthly, for work performed and shall be entitled to bill for approved overtime compensation according to applicable federal or state law and secure reimbursement of approved travel related and other expenses.
- Client will not be invoiced earlier than the start date for full time or contract placements.
- Client shall pay invoices within thirty (30) days of receipt, after which time a delinquent charge will be imposed at one and one half percent (1 ½%) per month on unpaid balances, or the maximum legal interest rate, whichever is lower.
- Client agrees to pay all collection costs of amounts past due, including reasonable attorney's fees and costs.
- Company reserves the right, at its option, to discontinue any extension of credit.
- Client shall remain responsible for the payment of all applicable federal or state sales or use taxes, or related levies, attributable to the services rendered hereunder.

3. Recruiting Fees/Procedures

- All recruiting services by the company are provided on a contingency fixed fee of \$5000.00 dollars per individual placement.
- The Company will guarantee all placements for a period of 90 days from the date of hire.
- If the employee of the client leaves of their own accord, or is terminated for performance or cause, a replacement credit will be supplied prorated over 90 days period. The guarantee set forth by the Company does not apply if the employee is laid off due to staff reduction, economic circumstances, merger, or acquisition.
- The guarantee does not apply if payment is not made in accordance to these Terms of Service.
- The fee will apply to the hire of any applicant referred by the Company for a specified position or alternate position offered if the applicant is employed within a 360-day period from the date of referral.
- The Company affirms that all candidates will be referred in accordance with their individual job-related qualifications, without regard to race, religion, sex, age, national origin, disability or any other protected status.
- The Company will comply with applicable state laws, including providing the job applicant with any required notices and forms.

4. Option to Hire and Conversion Fees

- If an employee of Company performs work for Client as a contractor, Client shall have the option to convert the contractor to a permanent employee at a conversion fee \$5000 dollars.
- The Company will waive this conversion fee if the Client has been billed a minimum of one thousand and forty (1,040) hours for work performed by contractor.
- Client shall otherwise refrain from soliciting, hiring or accepting services or work from Company's employees within six (6) months after either A-the contractor's term has ended between the contractor and Client, or B-the employment relationship is ended between Company and its employee.

5. Confidentiality and Inventions

- Upon written request, Company shall cause each employee or contractor assigned to perform work for Client to enter into a confidentiality and invention agreement in such form as Client may reasonably request.
- Company shall use reasonable efforts to maintain the confidentiality of information or trade secrets provided to or obtained by Company as a result of performing work for Client which is either identified as confidential or trade secrets or which a reasonable person would know or reasonably should know is confidential.

6. Assignment

- Neither party shall assign any of its rights or obligations under these Terms of Service without the prior written consent of the other party, which consent shall not unreasonably be withheld.

- The only exception is that either party may assign its rights and obligations hereunder to an affiliate, successor, or assign in a change of corporate control that does not materially affect the duties of the other party hereunder.
- Nothing in these Terms of Service, whether express or implied, is intended to confer any rights or remedies on any other person or party other than the parties hereto and their respective successors and assigns.

7. Indemnification

- Each party (the “Indemnifying Party”) will indemnify, defend, and hold harmless the other party (the “Indemnified Party”) from and against all claims, demands, suits, and expenses (including reasonable attorneys’ fees) brought by any person or party for tangible personal property damage and bodily injury (including death) arising from the negligent or illegal act or omission of the Indemnifying Party or any of its employees and contractors in the performance of services hereunder, except to the extent of the negligent or illegal act or omission of the Indemnified Party or its employees and contractors.

8. Arbitration

- Parties agree that any dispute between them arising out of this Agreement and the services hereunder shall be resolved by binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in the effect as of the date any such action thereunder is initiated.
- A single arbitrator will make a determination and render an award within thirty (30) days of the close of evidence in such arbitration proceeding but will have no authority to award costs or punitive damages unless the parties so agree in writing.
- The parties waive right to jury trial and agree that the arbitration award will be final and binding and that judgment will be entered thereon in any court of competent jurisdiction. Notwithstanding the foregoing, any party may seek immediate judicial intervention to prevent any unauthorized use or disclosure of the confidential or proprietary information of the party (or those to whom it owes a duty of confidentiality) bringing any such action.

9. Survival

- The parties’ obligations under these Terms of Service which by their nature continue beyond termination, cancellation, or expiration of these Terms of Service, shall survive termination, cancellation, or expiration of these Terms of Service.

10. Entire Agreement

- These Terms of Service and the terms and conditions appearing on Company’s time sheets signed by Client represent the entire agreement between the parties and supersede any prior understandings or agreements, whether written or oral, between the parties respecting the subject matter herein.
- These Terms of Service may only be amended in writing specifically referencing this provision and executed by both Company and Client.
- These Terms of Service shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns, subject to the limitations contained herein.
- The unenforceability, invalidity or illegality of any provision of these Terms of Service shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties.

11. Limits of Liability

- Company excludes and disclaims all warranties whatsoever, including any warranty of non-infringement, merchantability or fitness for particular purpose.
- Neither party shall be liable to the other whatsoever for any special, exemplary, consequential, or punitive damages, including any damages on account of lost profits, loss of use of data, lost data, or lost productivity, whether or not placed on notice of any such alleged damages and regardless of the form of action in which such damages may be sought.

By signing below, Client understands and agrees that these Terms of Service shall govern the provision of services by Company to Client.

Signature Date

Name

Client Company Name