

Temporary Employment Agreement

This Temporary Employment Agreement (this "Agreement") is entered into by and between MPW Industrial Services, Inc. d/b/a FieldForce Workforce Solutions, ("Agency") and _____ ("Client") (Agency and Client shall be collectively referred to as the "Parties" and each, individually, as a "Party"), effective as of the date of latest signature below (the "Effective Date"). Pursuant to the terms and conditions of this Agreement, Agency will provide temporary employees to Client for use in its business operations as described more fully below.

I. Term and Termination

This Agreement is effective for a period of one (1) year from the Effective Date, during which Client may engage Agency to provide temporary employees for its use on a non-exclusive basis under the terms and conditions contained herein. Either Party may cancel this Agreement upon thirty (30) days' written notice to the other Party. In that event, the Parties will continue to meet all obligations set forth in this Agreement for thirty (30) days following the delivery of such written notice, except for the obligation set forth in Section II, Paragraph G, which will continue for the six (6) month time period described therein. Absent a written notice of termination, this Agreement will automatically renew for additional one-year terms.

II. Duties, Responsibilities and Employment Relationships of Parties

A. It is agreed and understood that the Agency has been engaged by the Client as an employment staffing company to provide temporary employees to Client for use in its business operations and under no circumstances will this Agreement create an employer-employee relationship between Client and said temporary employees within the context of this Agreement or otherwise.

B. Agency will be responsible for the payment of any and all wages to its employees assigned to Client as temporary employees. In addition, Agency agrees to withhold all necessary local, state and federal taxes, provide appropriate workers' compensation coverage and maintain employer's liability insurance on all such employees. Agency will ensure that assigned temporary employees have properly completed I-9 forms and have provided facially valid documents confirming their identity and authorization to work in the United States.

C. Agency will be responsible for assigning temporary employees with the skills and abilities requested by the Client. Employees of Agency who are assigned to Client as temporary employees are not agents of Agency and do not have any authority to bind Agency. The Parties agree that Agency is not responsible for Client meeting its goals for productivity, profits, costs or scheduling and Agency bears no liability for Client failing to meet such goals. Agency will have no liability for any injury,

loss or damage to persons or property that may arise from the work performed by temporary employees assigned to Client. Further, Client will be solely liable for any injury, loss or damage to persons or property that may arise from the work performed by temporary employees assigned to Client. In the event Client is dissatisfied with any temporary employee assigned by Agency for any lawful reason, Client has the option to terminate the assignment of the temporary employee within the first eight (8) hours of the first day of such temporary employee's assignment at no charge so long as Client contacts Agency within the aforementioned eight (8) hour period and makes its dissatisfaction with the temporary employee's performance known.

D. Client agrees to provide temporary employees assigned by Agency with a work environment free from unlawful harassment and other discriminatory conduct and to inform assigned temporary employees of their obligation to report any incident of perceived misconduct to a responsible Client representative. Client will comply with all state and federal laws regarding rest periods and meal breaks.

E. Client will be responsible for the on-site supervision of any temporary employees assigned by Agency. Client shall supervise assigned temporary employees in their performance of daily duties and shall utilize their skills to the extent they are qualified, as determined by Client during the course and scope of the temporary employee's assignment to Client.

F. Prior to the commencement of work on each Client job by temporary employees assigned under this Agreement, Agency will provide to Client, in writing, the hourly rates to be charged for each temporary employee assigned to Client for that particular job, substantially in the form of Attachment A, attached and incorporated herein. In the event Agency fails to timely provide this information, Client is still obligated to pay the commercially reasonable rate for such work in the area where the work is performed. The commercially reasonable rate for the equivalent work in the area will be the hourly amount that a local contractor of similar training and experience as the temporary employee would typically be paid to perform such work on a time and material basis.

G. Client will not directly hire any temporary employee assigned by Agency, or engage any such temporary employee as an independent contractor or otherwise. In the event Client breaches the foregoing obligation, Client shall pay to Agency liquidated damages for loss (but not as a penalty) in an amount equal to one hundred percent (100%) of the temporary employee's standard hourly rate on a full-time basis for a period of fifty-two (52) weeks, calculated as $[(R \times 40) \times 52]$ where R equals the standard hourly rate for the temporary employee. Client and Agency agree that such liquidated damages represent a reasonable estimate of the damages Agency would suffer in the event Client diminishes Agency's available skilled workforce.

III. Safety

Client agrees to provide temporary employees assigned by Agency with a safe

work environment that complies with all applicable federal and state OSHA and other applicable safety standards. Client also agrees to provide to temporary employees assigned by Agency site or task specific safety training, instruction, testing (including covid testing) and personal protective equipment (PPE) required for the particular work assignment (exclusive of boots, hard hats and safety glasses) at no cost to the Agency or its employee. Client also agrees to ensure that temporary employees assigned by Agency properly use all PPE and other required safety equipment and Client will inspect, maintain and replace this equipment as needed. Client will notify Agency immediately if a work-related injury is sustained by an employee of the Agency or if a near miss occurs, regardless of whether there is any resulting injury or a need for medical treatment. In such cases, Client agrees to provide Agency with a written report of the incident and subsequent medical treatment, if any, and Client will allow an Agency safety representative to investigate the incident with full Client cooperation.

IV. Terms of Payment

A. As set forth above, Agency will provide in writing the hourly rates for each temporary employee to be assigned to Client in advance of the commencement of such assignment, or the default hourly rate as determined by Section II.F will apply. Agency generally prefers that each temporary employee assigned to Client give a time sheet to Client's authorized representative to be verified and initialed at the end of each shift, each workday. It is Client's duty to ensure that all time sheets are signed and verified, and non-payment of invoiced amounts based on Client's failure to sign and verify time sheets is barred.

B. Agency will invoice Client on a weekly basis for all hours worked by assigned temporary employees and every invoice shall reflect the applicable hourly rate for each temporary employee multiplied by the number of hours worked by each temporary employee and any charges due for per diems or other properly billed items. For each temporary employee assigned by Agency, time in excess of forty (40) hours within a single week period will be billed to Client at one and one-half (1.5) times the hourly rate. If Client is working on a state or federal project requiring prevailing wages, benefits and other prerequisites, Client must notify Agency in advance and rates, payments and other terms will be adjusted accordingly. In any event, Client is responsible for ensuring that all prevailing wage requirements are followed and will bear the liability if they are not. Client further agrees that it is solely responsible for verifying the accuracy of the records of hours worked by temporary employees and it will notify Agency immediately if there are any challenged time records or disputed invoice amounts.

C. All invoices are payable upon receipt. The Parties agree that any invoice amounts that remain unpaid for over thirty (30) days will accrue interest at the rate of the lesser of one percent (1%) per month, or the highest rate permitted by law. Client agrees that Agency shall have the right to unilaterally terminate the assignment of its employees and to refuse to supply additional temporary employees if Client fails to pay invoices in a timely manner. If Agency is required to pursue legal or other

collection actions to recover unpaid invoice amounts, Client agrees to reimburse Agency for the cost of such collection efforts, including attorneys' fees.

V. Insurance & Indemnification

Client agrees to carry General Liability coverage with a limit not less than \$5,000,000 and will name Agency as additional insured, except that Client's General Liability coverage will be required to have a higher limit of \$____,000,000 depending on the type of work being performed (only applicable if amount is filled in). Client will provide Certificate of Insurance certifying the same. Agency's failure to request proof of insurance is not a waiver of Client's insurance coverage requirement. Client agrees to release, indemnify, defend and hold Agency harmless from and against any and all claims, losses, liabilities and costs (including reasonable attorney's fees) relating to any breach of this Agreement, injury, loss or damage to persons, or to property arising out of any and all wrongful or negligent acts committed by Client or assigned temporary employees who are under Client's supervision, direction or control. This indemnity extends to violations of federal, state or local laws, statutes or regulations by Client or temporary employees assigned by Agency who are under Client's supervision, direction or control, to the extent permitted by law. Likewise, Agency will agree to release, indemnify, and hold harmless Client from and against any and all claims, losses, liabilities and costs (including reasonable attorney's fees) relating to any injury, loss or damage to persons, or to property arising out of any and all wrongful or negligent acts committed by Agency. Agency agrees to carry General Liability coverage with a limit not less than \$1,000,000 and will provide Certificate of Insurance certifying the same to Client, upon Client's request. The provisions of this clause are solely for the benefit of the Parties hereto and are not intended to create or grant any rights to any other person or entity.

VI. General Provisions

A. This Agreement represents the entire and integrated agreement between the Parties hereto and supersedes any and all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be altered or amended except by a written instrument signed by a duly authorized representative of each Party.

B. This Agreement shall be interpreted, governed, and enforced by and under the laws of the State of Ohio, without regard to its conflict of laws principles. The Parties consent to the exclusive jurisdiction of the state and federal courts located in Franklin County, Ohio, waive any objection thereto, and agree that any dispute arising under or related to this Agreement shall be brought therein.

C. The provisions of this Agreement are severable, and if any part of this Agreement is found to be unenforceable, all other provisions shall remain fully valid and enforceable, unless inconsistent with the intent of the Parties hereto.

D. The failure of a Party to insist upon adherence to any provision of this

Agreement on any one occasion is not a waiver of the Party's rights and does not deprive the Party of the subsequent right to insist on strict adherence to that provision or any other provision of this Agreement. No right of a Party under this Agreement is waived unless in a writing signed by a duly authorized representative of the waiving Party.

E. Neither Party may assign this Agreement, in whole or in part, without the written consent of the other Party.

F. Neither Party shall disclose the other Party's Confidential Information to any person other than its employees, officers, directors, affiliates, agents and representatives who are bound by obligations of confidentiality and who have a need to know such information in order to perform their obligations in connection with this Agreement. Each Party may only use the other Party's Confidential Information as permitted to perform its respective obligations under this Agreement. For the purposes of this Agreement, "Confidential Information" means any information disclosed by a Party to the other Party that is reasonably expected to be treated in a confidential manner under the circumstances of disclosure or by the nature of the information itself. Confidential Information does not include (i) information generally known by the public prior to its disclosure; (ii) information received from a third party not subject to any obligation of confidentiality; (iii) information that was in the prior possession or knowledge of a Party; or (iv) information required to be disclosed to a government entity, but only to the extent the Party determines it is legally required to disclose such information.

G. The Parties shall deliver notices required under this Agreement to the respective addresses as follows:

Agency

Client

MPW Industrial Services, Inc.
9711 Lancaster Road, SE
Hebron, OH 43025

H. The undersigned Parties, through their duly authorized representatives, acknowledge that they have read and understand the terms and conditions of this Agreement.

I. Under no circumstances shall Agency be liable for or required to indemnify Client for any incidental, consequential, exemplary, indirect, special or punitive damages, including lost profit or overhead, regardless of how characterized and even if such Party has been advised of the possibility of such damages, which arise from the performance of this Agreement or in connection with this Agreement, and

ATTACHMENT A

Field Force

HOURLY BILL RATE / ORDER CONFIRMATION

Attention: _____ Company Name: _____

Field Force Representative: _____ Date: _____

Please review the Hourly Bill Rate of the assigned craftsman and acknowledge acceptance by initialing and signing below where indicated.

Job Name: _____ Location: _____

Start Date/Duration: _____ Start Time: _____

TRADE	HOURLY RATE	OVERTIME RATE	CLIENT INITIALS

PER DIEM _____

TRAVEL IN & OUT _____

PRINT NAME: _____

CLIENT SIGNATURE:
By: _____