

ADDENDUM TO AGREEMENT

American Builders & Contactors Supply Co., Inc. (“ABC”) and **Employer Solutions Staffing Group, LLC**, with its principal office located at 7480 Flying Cloud Drive, Suite 200, Minneapolis, MN 55344 (“Staffing Agency”) have entered into a staffing agreement dated December 29, 2020 (the “Agreement”). In the event of a conflict between the terms of this addendum and the Agreement, the terms of this addendum shall supersede, govern and control.

1. Only documents that have been fully disclosed and expressly accepted or agreed to in writing by ABC will be binding upon ABC. No terms and conditions or obligations of any document cross-referenced or incorporated by reference in the Agreement is of any force and effect unless the documents has have been fully disclosed and expressly agreed to in writing by an officer of ABC. Any terms in any subsequent document that are inconsistent with this Agreement will apply only if approved in writing by an officer of ABC.
2. Staffing Agency will submit an invoice for payment weekly. Failure to do so may result in a payment delay. ABC will pay undisputed portions of a valid invoice by invoice due date, which will not be less than fifteen (15) business days after receipt by ABC. Late fees with not exceed 8% per annum.
3. Staffing Agency represents and warrants as follows:
 - a. Staffing Agency can and will supply sufficient quantities of services to ABC consistent with the needs of ABC as mutually envisioned by the parties and that all services provided hereunder will be provided in a good, workmanlike fashion consistent with best industry practices.
 - b. The services furnished hereunder do not infringe any patent, trademark or copyright.
 - c. All services provided by Staffing Agency hereunder will conform and comply with all applicable and current industry standards.
 - d. Staffing Agency will maintain, at all times, all licenses, permits and permissions necessary to lawfully carry out its obligations under the Agreement.
 - e. Staffing Agency, at all times, will comply with all relevant laws and regulations in its performance under the Agreement.

4. ABC’s Duties and Responsibilities

ABC will—

- a. Properly supervise Assigned Employees performing its work and be responsible for its business operations and services.
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and 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 Agency’s express prior written approval or as strictly required by the job description provided to Staffing Agency. ABC shall not permit Staffing Agency’s employees to operate motor vehicles without express permission from Staffing Agency.
- 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. ABC agrees that it has primary responsibility for compliance with state and federal OSHA laws and regulations to the extent those laws apply to Staffing Agency employees assigned to ABC’s worksite. ABC further agrees to provide such assigned employees the proper specific safety training needed to do the assigned jobs and tasks as well as to provide properly fitted and necessary personal protective equipment required to provide adequate protection to such assigned employees.
- d. Not change Assigned Employees’ job duties without Staffing Agency’s express prior written approval.
- e. Exclude Assigned Employees from ABC’s benefit plans and not make any offer or promise relating to Assigned Employees’ compensation or benefits.

ESSG Training for Powered-Industrial Truck Drivers, Forklifts. In the event any ESSG employee is expected to drive any Client powered-industrial trucks (“PITs”, including without limitation forklifts) at any Client location, ESSG agrees (i) to arrange for administration to, and require of, each and every such ESSG employee formal PIT training (e.g., lecture, discussion, interactive computer learning, video tape, written material), practical PIT training (demonstrations performed by the trainer and practical exercises performed by the trainee), and evaluation of the operator's PIT performance in the workplace pursuant to and in full satisfaction of federal regulation 29 CFR 1910.178 (l)(2)(ii), and such training shall contain all of the content set forth at federal regulation 29 CFR 1910.178 (l)(3)(i) - (iii); (ii) to provide Client with written documentation proving that the ESSG employee has at least thirty (30) days of prior PIT driving experience in a warehouse or

manufacturing facility; and (iii) provide Client upon request all training materials and sign-in sheets proving any ESSG employee's completion of such training and/or previous PIT driving experience. In accordance with 29 CFR 1910.178(l), ESSG shall provide certification of PIT training, in particular for forklift drivers, for ESSG employees.

5. In the event of a material breach by ABC, the sole remedy for Staffing Agency or anyone claiming by or through Staffing Agency will be a termination the Agreement and the right to seek payment for performance rendered by Staffing Agency prior to the termination. Notwithstanding the foregoing, under no circumstances will ABC's liability exceed the amounts paid to Staffing Agency in the three (3) months prior to termination. Neither party will be liable under any circumstances for any indirect damages, loss of anticipated profit, incidental or consequential damages, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, and general and administrative burden charges arising out of or connected to this Agreement even if a party has been advised of the possibility of such damages.
6. In the event of a material breach by Staffing Agency, ABC will be entitled to immediately terminate the Agreement, withhold any payments otherwise due and owing and offset those amounts against any damages reasonably incurred or expected as a result of the breach. ABC reserves all rights and remedies under law.
7. In no event will the term of the Agreement exceed one (1) year. Either party may terminate this Agreement for convenience upon not less than sixty (60) days' written notice. Obligations that arise prior to termination will survive termination.
8. ABC will indemnify, release and hold harmless Staffing Agency, its affiliates, holding companies, subsidiaries, divisions, predecessors, successors, officers, directors, employees, agents and representatives for (i) the failure of ABC to comply with applicable law and (ii) for any negligent or willful acts or omissions of ABC, its employees, agents, representatives and contractors to the extent arising out of or related to ABC's performance of the Agreement. Staffing Agency will indemnify, release and hold harmless ABC, its affiliates, holding companies, subsidiaries, divisions, predecessors, successors, officers, directors, employees, agents and representatives for (x) the failure of Staffing Agency to comply with applicable law and (y) any negligent or willful acts or omissions of Staffing Agency, its employees, agents, representatives and contractors, to the extent caused by Staffing Agency's performance of the Agreement.
9. Staffing Agency will procure and maintain the insurance coverages and amounts and will comply with all insurance requirements listed on Exhibit A attached hereto and incorporated herein.
10. There is no obligation for either party to arbitrate or mediate any disputes under the Agreement.
11. Neither party may assign its rights or obligations under the Agreement without the prior written consent of the non-assigning party, such consent not to be unreasonably withheld, delayed or conditioned.
12. In the event of any litigation between the parties regarding the subject matter of this Agreement or its enforcement, the prevailing party will be entitled to recover its reasonable attorney's fees and costs.
13. All non-public information Staffing Agency receives from ABC is confidential. The parties will take reasonable steps to ensure the confidentiality of any non-public information exchanged under this Agreement. Staffing Agency will have no right to audit or inspect ABC's records or access or view its financial statements.
14. Except for the payment of monies due and owing, neither Staffing Agency nor ABC shall be liable for any failure to perform due to any cause beyond their reasonable control. Such causes shall include, but are not limited to, acts of God, acts of government not reasonably anticipated, acts of terrorism, quarantines, labor strikes, freight embargoes, and unusually severe weather that materially affects the production or delivery of products or services.

IN WITNESS WHEREOF, the parties have executed this Addendum to the Agreement between ABC and Staffing Agency as of the date even with the Agreement.

Staffing Agency:
Employer Solutions Staffing Group, LLC

By: 
Name: Chris Levine
Title: CEO

ABC:
American Builders & Contractors Supply Co., Inc.

By: 
Name: Jennie Lindeman
Title: HR Generalist

Staffing Services Insurance Requirements

General Information

The Staffing Agency shall maintain, at its own expense, throughout the Agreement and any extensions thereof, the insurance coverages and minimum required limits as described below. Failure by the Staffing Agency to maintain any required insurance coverages shall be deemed to be a material breach of the terms of the Agreement.

In all cases where excess or umbrella policies are used in order to meet the minimum required levels of coverage, the coverage provisions of such excess or umbrella liability policies must exceed or follow form of the underlying policies.

Should the Staffing Agency subcontract any responsibilities under the agreement subcontractors are required to meet the coverage requirements described herein.

Required Policies and Limits

A. Workers' Compensation Insurance

Limits: Statutory policy covering employees in the state(s) in which the work is to be performed by the employees of the Staffing Agency.

Election of Coverage: Coverage must apply to all employees including, but not limited to sole proprietors, members, partners, officers, and directors.

B. Employer's Liability Insurance

Limits: \$1,000,000 Bodily Injury by Accident – Each Employee
\$1,000,000 Bodily Injury by Disease – Each Employee
\$1,000,000 Bodily Injury by Disease – Policy Limit

C. Commercial General Liability Insurance

Limits: \$5,000,000 Each Occurrence
\$5,000,000 Personal and Advertising Injury
\$5,000,000 General Aggregate
\$5,000,000 Products/Completed Operations Aggregate
\$250,000 Damage to Premises Rented to You
\$5,000 Medical Expense Limit

Coverage: Property Damage, Bodily Injury, Products Liability, Completed Operations, and Contractual Liability. Staffing Agency's insurance shall be considered primary, non-contributory, and not excess coverage. Staffing Agency's insurance must not contain a care, custody, or control exclusion.

D. Auto Liability Insurance

Limits: \$5,000,000 Combined Single Limit

Coverage: Any Auto (All Owned, Non-Owned, and Hired Vehicles)

E. Crime Insurance

Limits: \$1,000,000 Each Claim

Coverage: The policy must include coverage for theft of client's property.

F. Professional Liability Insurance

Applicability: Required when Staffing Agency's employees are providing professional services including but not limited to architectural, engineering, consulting, information technology services, healthcare, financial services, and testing services.

Coverage: The policy must extend to the acts of temporary employees.

Coverage Form: If the policy is claims-made, the following additional requirements shall apply and must be noted on the Certificate of Insurance:

1. Retroactive Date must not be later than the commencement date of Contractor's relationship with American Builders & Contractors Supply Co., Inc. or cancellation date of Contractor's most recent occurrence-based policy which such claims-made policy is to replace, whichever is later.
2. Policy must be maintained for a period of at least three years following termination of the Agreement with American Builders & Contractors Supply Co., Inc.

Limits: \$3,000,000 Each Claim

G. Environmental Liability Insurance

Applicability: Required when Staffing Agency's employees or independent contractors are responsible for the removal, transport, or handling of hazardous materials.

Coverage: The policy must extend to the acts of temporary employees.

Coverage Form: If the policy is claims-made, the following additional requirements shall apply and must be noted on the Certificate of Insurance:

1. Retroactive Date must not be later than the commencement date of Contractor's relationship with American Builders & Contractors Supply Co., Inc. or cancellation date of Contractor's most recent occurrence-based policy which such claims-made policy is to replace, whichever is later.
2. Policy must be maintained for a period of at least three years following termination of the Agreement with American Builders & Contractors Supply Co., Inc.

Limits: \$3,000,000 Each Claim

H. Employment Related Practices Liability Insurance

Coverage: The policy must respond to claims made by temporary employees.

Coverage Form: If the policy is claims-made, the following additional requirements shall apply and must be noted on the Certificate of Insurance:

1. Retroactive Date must not be later than the commencement date of Contractor's relationship with American Builders & Contractors Supply Co., Inc. or cancellation date of Contractor's most recent occurrence-based policy which such claims-made policy is to replace, whichever is later.
2. Policy must be maintained for a period of at least three years following termination of the Agreement with American Builders & Contractors Supply Co., Inc.

Limits: \$3,000,000 Each Claim

I. Cyber Risk

Coverage: The policy must extend to the acts of temporary employees and include privacy and network security liability and media liability.

Coverage Form: If the policy is claims-made, the following additional requirements shall apply and must be noted on the Certificate of Insurance:

1. Retroactive Date must not be later than the commencement date of Contractor's relationship with American Builders & Contractors Supply Co., Inc. or cancellation date of Contractor's most recent occurrence-based policy which such claims-made policy is to replace, whichever is later.
2. Policy must be maintained for a period of at least three years following termination of the Agreement with American Builders & Contractors Supply Co., Inc.

Limits: \$3,000,000 Each Claim

Insurance Companies and Underwriters

All insurance must be provided by financially sound and reputable insurance companies acceptable to American Builders & Contractors Supply Co., Inc. and at a minimum maintain an AM Best Rating of A- or better, with a financial size category of X or better.

Alternate Employer Endorsement

The required workers' compensation policy must include the alternate employer endorsement listing American Builders & Contractors Supply Co., Inc. as the Alternate Employer.

Additional Insured Status

American Builders & Contractors Supply Co., Inc., its subsidiaries, directors, officers, and employees shall be included as additional insureds under the commercial general liability, auto liability, and environmental liability policies required in the above section. The additional insured provision cannot limit additional insured status to the limit of liability required within this Exhibit.

Additional insured status shall apply on a primary and non-contributory basis.

Waiver of Subrogation

Contractor waives all rights of subrogation against American Builders & Contractors Supply Co., Inc., its subsidiaries, directors, officers, and employees.

The workers' compensation, employer's liability, commercial general liability, auto liability, and environmental liability policies must include a waiver of subrogation in favor of American Builders & Contractors Supply Co., Inc., its subsidiaries, directors, officers, and employees.

Notice of Cancellation/Material Change

All policies required above shall include an endorsement which provides 30 days written notice of cancellation from the insurance carrier.

Additionally, the Contractor must provide American Builders & Contractors Supply Co., Inc. with 30 days written notice of any material change which would place the Contractor in non-compliance with the requirements of this Exhibit.

Notice of cancellation should be sent to the following:

American Builders & Contractors Supply Co., Inc.
Attn: Risk Management
1 ABC Parkway
Beloit, Wisconsin 53511

Certificates of Insurance

Prior to commencing work, and then upon any change or renewal of any insurance coverage throughout the Agreement term, the Contractor shall provide American Builders & Contractors Supply Co., Inc. with a certificate of insurance. The certificate of insurance must be executed by a duly authorized representative of each insurer and it must show coverage in compliance with the insurance requirements.

Copies of required additional insured and waiver of subrogation endorsements must be included with the certificate of insurance.

Certificates of insurance should be sent to the following:

American Builders & Contractors Supply Co., Inc.
Attn: Risk Management
1 ABC Parkway
Beloit, Wisconsin 53511

Failure of American Builders & Contractors Supply Co., Inc. to demand a certificate of insurance showing evidence of full compliance is not a waiver of the required coverages.