

STAFFING SERVICES AGREEMENT

THIS STAFFING SERVICES AGREEMENT (this "Agreement") is made and entered into on this 1st day of June, 2017 (the "Effective Date") by and between Crop Production Services, Inc., a Delaware corporation, on behalf of itself and its affiliates and subsidiaries ("CPS"), and Employer Solutions Staffing Group, LLC, a Minnesota limited liability company ("Company"), (each individually, a "Party" and collectively, the "Parties").

WHEREAS, CPS retains temporary workers from time to time to provide certain services essential to CPS' operations;

WHEREAS, CPS requires assistance with recruiting services for specific job openings essential to CPS' operations;

WHEREAS, CPS wishes to enter into an arrangement with an entity that specializes in providing qualified temporary workers and recruiting services to businesses that may have a need for the same, and recognizes Company as such an entity; and

WHEREAS, Company wishes to enter into such an arrangement with CPS.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual agreements, covenants and obligations hereinafter set forth, the Parties agree as follows:

A. RECRUITING SERVICES (Direct Placement only).

1. **Services.** Upon Company's receipt of a written request from CPS ("Recruiting Request"), in the form attached hereto as Exhibit A, Company shall search, screen, interview and introduce CPS to qualified candidates for the for the position named in the Recruiting Request (the "Qualified Candidate(s)").

2. **Candidate Development.** Company will identify and evaluate prospective Qualified Candidates on a confidential basis, and without regard to race, national origin, gender, age or other legally protected characteristics, carefully reviewing the backgrounds and qualifications and then present Qualified Candidates to CPS. Company will be responsible for checking references and confirming the accuracy of the Qualified Candidate's resume.

3. **Fees.** For any Qualified Candidates directly referred by Company to CPS and hired within three (3) months and for that specific position listed on the Recruiting Request, CPS will pay Company a fee of Twenty percent (20%) of the annual base salary only, no bonuses, commissions or other compensation included, for said position. All fees will be payable ten (10) business days from the starting date of employment.

4. **Replacement Policy.** If, for any reason, other than company lay-offs or an elimination of the position listed on the Recruiting Request, Qualified Candidate terminates employment and/or is unable to perform the duties required for the position listed on CPS's Recruiting Request, within ninety (90) days of the start date, Company will make reasonable efforts to replace the Qualified Candidate at no

cost to CPS. If Qualified Candidate terminates employment or is unable and/or is unwilling to perform the duties required for the position listed on CPS's Recruiting Request, within thirty (30) days of the start date, Company will provide a refund to CPS and/or make reasonable efforts to replace the Qualified Candidate at no cost to CPS.

B. TEMPORARY WORKERS.

1. **Services.** Upon Company's receipt of a written request from CPS ("Temporary Worker Request"), in substantially the form as that attached hereto as Exhibit B, Company shall refer, in a manner mutually agreed to by the Parties, qualified candidates meeting the requirements of the Temporary Worker Request to CPS for consideration. Of the candidates referred to CPS pursuant to this Section 1, CPS may choose one or more, for placement at a location designated by CPS, as a temporary worker (each individually, a "Temporary Worker" and collectively, "Temporary Workers").

2. Personnel.

(a) All Temporary Workers provided by Company to CPS hereunder are employees of Company and nothing in this Agreement shall be construed to classify them as employees of CPS or its affiliated or subsidiary companies.

(b) Company shall maintain all necessary personnel and payroll records for all Temporary Workers retained by CPS.

(c) Company shall pay the wages of each Temporary Worker provided to CPS hereunder. Company shall also be responsible for all matters related to the withholding and payment of federal, state and local payroll taxes, workers' compensation insurance, and any other required taxation, fees or penalties and fringe benefits (or penalties as required under the ACA or any other legislation) for each Temporary Worker provided to CPS hereunder.

(d) Company and all of the Temporary Workers provided to CPS pursuant to this Agreement are solely employees of the Company. Neither Company nor any of the Temporary Workers provided to CPS shall be entitled to any employment benefits of any kind provided by CPS to its employees including, without limitation, vacation pay, sick leave pay, retirement and related benefits, social security, workers' compensation insurance, disability insurance, other insurance benefits (health, dental, life, etc.) or other benefits of any kind provided by CPS to its employees, and Company and the Temporary Workers expressly waive any and all rights to such benefits.

(e) CPS retains the right to refuse the services of any Temporary Worker provided to CPS hereunder. In addition, CPS retains the right, to terminate the services of any Temporary Worker retained by CPS.

(f) Services provided by Temporary Workers hereunder are subject to all terms of Company's employment policies in addition to the workplace standards and safety policies of CPS and any policies referenced in this Agreement.

(g) Company agrees to provide to CPS a true copy of any certification or license required by law if such certification or license is required to provide workers for the position for which CPS has requested a Temporary Worker.

(h) Company agrees to verify the Temporary Worker's ability to legally work in the United States through the federal government's e-verify system.

(i) Company shall conduct and report the "pass"/"fail" results of a social security and criminal background check of each candidate, in accordance with the Background Check Matrix, attached hereto and herein made a part of this Agreement by this reference, prior to referring such candidate to CPS for a position as a Temporary Worker. In addition, Company shall, at CPS' request, conduct any additional investigations or background checks, e.g., a credit check, of any candidate referred to CPS or of any Temporary Worker provided to CPS. Company may add the cost of any required background checks to its weekly invoice sent to CPS pursuant to Section B(4)(c); these items shall not be considered part of the Compensation (as defined herein).

(j) Company shall provide to CPS only Temporary Workers who have successfully passed a ten (10) panel urine drug screening or test ordered by Company within the past three (3) months. Company shall provide to CPS upon request a true copy of the results of such test. Company also agrees to distribute CPS' drug and alcohol policy to all Temporary Workers before they provide services to CPS and to inform such Temporary Workers that he or she, as the case may be, is subject to the expectations of such policy, including its reasonable suspicion and random testing provisions. CPS shall have the option to immediately remove any Temporary Worker who tests positive or fails to provide a negative test result. Company may add the cost of any required drug tests to its weekly invoice sent to CPS pursuant to Section 4(c); these items shall not be considered part of the Compensation.

(k) Company shall maintain employee records in accordance with appropriate laws and standards.

Company represents that its Qualified Candidates are OSHA Trained for the services requested.

(l) CPS shall not change the job duties of any Temporary Worker provided to CPS hereunder without first receiving the written permission of Company.

(m) Driving. CPS will not request or permit any Temporary Worker to use any vehicle, regardless of ownership, in connection with the performance of work for CPS, other than as is clearly required by the job description provided to Company. In the event CPS permits a Company Temporary Worker to drive a vehicle, regardless of ownership, in connection with the performance of work for CPS, CPS accepts full responsibility for the equipment, cargo and any claims (other than direct claims for Workers' Compensation) arising from the use of such vehicle by the Company Temporary Worker, notwithstanding Section 6(a). CPS will maintain Automobile Liability insurance with limits of at least \$1,000,000/\$2,000,000 Bodily Injury and \$1,000,000 Property Damage per occurrence.

(n) In addition, CPS will control the development, quality and implementation of the work product and any claims or liabilities arising from the work product.

3. Records. Each Temporary Worker assigned to CPS hereunder shall keep an accurate written record or track their true work time through another mutually agreed upon system of the number of hours worked. On Friday of each week, each Temporary Worker shall submit the record to a designated CPS representative, who shall review the record and approve or dispute the number of hours recorded.

4. Fees; Payment.

(a) For the Temporary Workers retained by CPS hereunder, CPS shall pay Company the fees set forth on Exhibit C (the "Compensation").

(b) The Compensation does not contemplate non-exempt Temporary Workers working overtime. In the event non-exempt Temporary Workers do work overtime, CPS shall pay to the Company, in addition to the Compensation, an amount equal to the product of: (i) the Pay Rate of the non-exempt Temporary Worker who worked overtime; (ii) the number of overtime hours worked by such Temporary Worker, and (iii) the multiple dictated by federal and state law for overtime minus the product of: (i) such Temporary Worker's Pay Rate; and (ii) the number of overtime hours worked by such Temporary Worker (the "Overtime Compensation"). By way of example only, assuming a Temporary Worker had a Pay Rate equal to Ten dollars (\$10.00) per hour, worked 3 hours of overtime, and the multiple dictated by federal and state law for overtime was 1.5, the Overtime Compensation would be fifteen dollars \$15.00 and would be calculated as follows: $(\$10.00 \text{ (hourly rate)} \times 3 \times 1.5) - (\$10.00 \text{ (hourly rate)} \times 3) = \15.00 . Notwithstanding the foregoing, CPS shall not be required to pay any Compensation or Overtime Compensation related to any overtime worked by any Temporary Worker without such Temporary Worker receiving express permission from an authorized representative of CPS prior to working such overtime.

(c)) Company may, from time to time upon written notice to CPS, increase the rates set forth in proportion to any legislatively mandated new or increased cost which may be required by federal, state or local law such as FICA, FUTA, and State Unemployment Tax. The increase commences upon the effective date of such new or increased cost. Changes include any new or increased cost associated with the passage of a federal or state law mandating any wage increase or benefits for employees.

(d) Company shall submit a weekly invoice to CPS listing the Temporary Workers provided to CPS during that week and itemizing the number of hours worked by each Temporary Worker as verified by an attached copy of the signed or electronically approved time card.

(e) CPS shall pay any undisputed invoice amounts within thirty (30) days of receipt of the invoice. Failure of CPS to timely pay an undisputed invoice will be grounds for Company to withdraw the Temporary Workers assigned to CPS. Company agrees to provide CPS with at least fifteen (15) days written notice and an opportunity to cure said non-payment prior to withdrawing Temporary Workers pursuant to this Section B(4)(d).

(f) If CPS in good faith objects to all or any portion of a time record submitted by any Temporary Worker pursuant to Section B(3) or any invoice submitted pursuant to Section B(4)(c), CPS shall notify Company of the objection, stating the reasons for the objection. CPS and Company shall promptly make every effort to settle any dispute regarding an invoice.

5. Employment. CPS shall have the right, after a Temporary Worker assigned to CPS performs at least 520 hours of services for CPS, to employ that Temporary Worker as an employee of CPS without paying any fee to Company. If CPS decides to exercise this right, CPS shall send written notice to Company informing Company of CPS' intention to hire the Temporary Worker and specifying the date upon which employment will begin. If CPS hires a Temporary Worker as an employee before such Temporary Worker has performed the number of hours set forth in this Section 5, CPS shall pay Company the following fee schedule: $[1-(\text{number of hours worked}/520)] \times 10\%$ of the amount of the first-year salary paid to such Temporary Worker by CPS.

6. Confidential Information

(a) As used in this Agreement, the term "Confidential Information" means all information, data or experience (including, without limitation, technical, business, and financial information, data or experience) developed or obtained by any Temporary Worker by any means in the course of his or her work for CPS, whether through oral communication, in writing, by observation, or in the form of drawings, photographs, or any other medium.

(b) Neither Company nor any Temporary Worker shall, during or after the termination or expiration of this Agreement, use or disclose any Confidential Information to any third-party, for any reason or purpose whatsoever, unless such use or disclosure is authorized in advance by CPS in writing. Company represents that it has entered into, and will in the future as necessary enter into, agreements with all Temporary Workers requiring them not to disclose any Confidential Information. Further, Company shall ensure each Temporary Worker provided to CPS hereunder executes a non-disclosure agreement with CPS when requested to do so by CPS. The provisions of this Section B(6) shall survive the dissolution, expiration or termination of this Agreement for any reason.

(c) The obligations of this Section B(6) do not apply to information which: (i) is or becomes part of the public domain without the breach of any obligation of confidentiality owed to CPS; (ii) is lawfully in the possession of Company prior to the retention of Company in this matter without the breach of any obligation of confidentiality owed to CPS; or (iii) is required to be disclosed under or by law, regulation or court order. In the event Company is in receipt of any legal process purporting to require the production of Confidential Information to any court, agency, other tribunal, person or entity, Company shall, immediately and prior to disclosing any Confidential Information, notify CPS, provide CPS with a copy of such legal process, and cooperate with CPS in any legal proceeding arising therefrom.

(d) All Confidential Information, including originals and copies of any reports, documents or other information regardless of form that is collected or developed by any Temporary Worker shall be exclusively the property of CPS and may not be used by such Temporary Worker or Company, except in the performance of the duties contemplated hereby.

(e) Any and all discoveries and/or inventions (which shall include improvements and modifications) relating to work performed by Temporary Workers, or relating to matters disclosed to Temporary Workers in connection with work to be performed, or suggested by such matters, whether patentable, copyrightable or trademarkable, which discoveries and/or inventions are made or conceived

by Temporary Workers, solely or jointly with others, during the term of any assignment (regardless of whether conceived or developed during working hours), shall be the property of CPS as “work made for hire” as defined by the Copyright Act of 1976, Title 17 of the United States Code, as now enacted or hereinafter amended, and such discoveries and/or inventions shall be promptly disclosed to CPS. CPS shall have the right to file and prosecute, at its own expense, all patent, copyright and trademark applications, whether U.S. or foreign, on said discoveries and/or inventions. Temporary Workers shall, during any assignment with CPS, provide to CPS all documents, information and assistance requested for the filing or prosecution of any such patent, copyright or trademark application, for the preparation, prosecution or defense of any legal action or application pertaining to such discoveries and/or inventions and for the assignment or conveyance to CPS of all right, title and interest in and to such discoveries and/or inventions, patent, copyright or trademark applications and letters patent, copyright or trademark issuing thereon. Accordingly, Company acknowledges and agrees that Company and Temporary Workers shall not be entitled to any additional compensation over and above the compensation set forth herein unless otherwise agreed in writing by CPS.

(f) Company understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause CPS irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that CPS shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as CPS shall deem appropriate. Such right of CPS shall be in addition to the remedies otherwise available to CPS at law or in equity. Company expressly waives: (i) the defense that a remedy in damages will be adequate; and (ii) any requirement for the posting of a bond in an action for specific performance, injunction or any other relief requested by CPS.

C. INSURANCE.

(a) Company shall, during the Term (as defined herein), maintain in full force and effect, the following insurance coverages, with at least the following limits of liability set forth below (which may be a combination of primary and excess coverage):

<u>Coverages</u>	<u>Limits of Liability</u>
Workers’ Compensation	Statutory (but not less than \$1 million)
Employer’s Liability	Statutory (but not less than \$1 million)
Employment Practices Liability	\$1 million per occurrence; \$2 million aggregate
Comprehensive General Liability	\$1 million per occurrence; \$2 million aggregate
Excess Automobile	\$1 million per occurrence; \$2 million aggregate

(b) Comprehensive General Liability insurance, shall be expressly endorsed to name CPS and its affiliated companies as additional insureds but only to the extent of Company’s liability under the Agreement,

(c) Comprehensive General Liability shall contain a waiver of subrogation against CPS and its affiliates to the extent of Company's liability under the Agreement. Such insurance shall be primary and not contributory as to any other insurance Company shall have in effect. Company shall be solely responsible for paying any deductible or self-insured retention applicable to any claims implicated under the insurance specified in this Section 5.

(d) Company agrees to furnish to CPS its certificates of insurance or other evidence satisfactory to CPS to the effect that such insurance has been procured and is in force prior to the Effective Date.

D. LEGAL COMPLIANCE.

- (a) Company is and shall remain in full compliance with all applicable federal, state and local laws and regulations including, without limitation, the provisions of any anti-discrimination act or statute and the Fair Labor Standards Act. In particular, Company shall require all Temporary Workers who provide services to CPS to comply with all laws and regulations under which they are certified or licensed, if applicable, and will comply with all policies and guidelines established by Company or CPS, as applicable.
- (b) CPS is and shall remain in full compliance with all applicable federal, state and local laws and regulations including, without limitation, the provisions of any anti-discrimination act or statute and the Occupational Safety and Health Act. Additionally, CPS will provide Temporary Workers 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. CPS shall report all workers' compensation injuries to Company upon becoming aware of same.

E. INDEMNIFICATION.

(a) Company shall indemnify, defend and hold CPS, its agents, employees, and affiliates harmless from and against any and all claims, suits, liabilities, losses, and expenses (including reasonable attorneys' fees and other costs of litigation) alleged against or incurred by CPS on account of: (i) Company's performance, non-performance or breach of any of the provisions of this Agreement; (ii) the determination that any Temporary Worker provided to CPS hereunder is an employee of CPS, which may include, but shall not be limited to: (1) the payment by CPS of any employment taxes; or (2) the provision by CPS of employment benefits of any kind; (iii) to the fullest extent permitted by law, Company's failure to comply with any applicable federal, state or local law regarding the employment of Temporary Workers, including, but not limited to, Company's failure to withhold and pay any payroll, unemployment or other taxes; and (iv) the willful, fraudulent or criminal misconduct, negligent, grossly negligent or reckless acts or omissions of any Temporary Workers provided by Company to CPS hereunder or of Company, its agents, officers, employees or affiliates, where such act or omission is not taken at the direction of CPS.

(b) CPS shall indemnify, defend and hold Company, its agents, employees, and affiliates harmless from and against any and all claims, suits, liabilities, losses, and expenses (including reasonable attorney's fees and other costs of litigation) alleged against or incurred by Company on account of CPS' performance, non-performance, or breach of any of the provisions of this Agreement.

(c) Unless expressly provided herein, neither party shall be liable for or required to indemnify the other party for any incidental, consequential, exemplary, special or punitive damages, including lost profit.

F. GOVERNING LAW; VENUE. This Agreement shall be interpreted, and the rights and liabilities of the Parties hereto, whether arising in contract or tort and howsoever pertaining to the Parties' relationship, shall be determined in accordance with the internal laws of the State of Colorado without giving effect to principles of conflicts of laws thereof.

G. TERM. This Agreement is for a term of one (1) year, commencing on the effective date (the "Term"), at which time this Agreement shall automatically renew for another year, but will expire at the end of three (3) years from the effective date, unless terminated, in writing by either Party: (i) for cause, including, without limitation, breach of any material term or provision of this Agreement, upon ten (10) days' written notice to the other Party and provided that such other Party shall have ten (10) days to cure such defect from the date such notice is received; or (ii) without cause upon thirty (30) days' written notice to the other Party.

H. NOTICES. Any notice required or desired to be served, given or delivered hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered: (i) three (3) days after deposit in the United States Mail, with proper postage prepaid; (ii) one business day after deposited with a reputable overnight courier with all charges prepaid; (iii) when delivered, if hand-delivered by messenger; or (iv) when sent after receipt of confirmation if sent by facsimile, all of which shall be properly addressed to the Party to be notified and sent to the Parties at the following addresses:

Company: Corporate Management Group, Inc.
Attn: Lauren Kenny
12000 N. Washington Street
Suite 350
Thornton, CO 80241
Phone: (303) 920-1425

CPS: Crop Production Services, Inc.
Attention: Contracts Manager
3005 Rocky Mountain Avenue
Loveland, CO 80538
Phone: (970) 685-3300

With a Copy to: Crop Production Services, Inc.
Attention: Contracts Manager
3005 Rocky Mountain Avenue
Loveland, CO 80538
Fax: (303) 222-2866

I. INTERPRETATION; SECTION HEADINGS. If any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such

prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The Section headings provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.

J. ENTIRE AGREEMENT. This Agreement, together with the Exhibits hereto, constitutes the final and entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties.

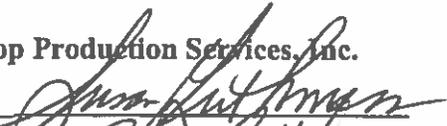
K. AMENDMENTS. No amendment to this Agreement shall be binding upon either Party unless set forth in a writing or confirmation signed by both Parties hereto. No purported oral modification, waiver or rescission of this Agreement by an employee or agent of CPS shall operate as a modification, waiver or rescission of any of the provisions of this Agreement. No course of prior dealing, usage or trade or course of performance shall be used to modify, supplement or explain any terms of this Agreement.

L. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, provided, however, that neither Party shall have the right to transfer or assign its interest in this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, unless otherwise provided herein. Notwithstanding the foregoing, Company's prior written consent shall not be required if CPS assigns this Agreement or any interest herein to any corporation, partnership, limited liability company or other entity which: (i) is controlled by, controlling or under common control with CPS; (ii) shall merge or consolidate with or into CPS; or (iii) shall succeed to all or substantially all the assets, property and business of CPS.

M. SURVIVAL. The following Sections shall survive the expiration or termination of this Agreement: B(6), E, F, H, and M.

N. COUNTERPARTS. This Agreement may be executed and delivered in multiple counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective representatives pursuant to due authorization as of the date first above written.

Crop Production Services, Inc.
By: 
Name: Susan Gutmann
Its: Sr Dir HR 6/13/17

Employer Solutions Staffing Group, LLC
By: 
Name: Chris Levine
Its: CEO

EXHIBIT C
COMPENSATION

Location	Clerical Markup	Light Industrial Markup	Industrial Markup
Loveland, CO	45%	45%	50%

Pricing Notes

The above prices are for locations named by CPS. Should CPS add other locations, Company reserves the right to revisit its pricing.

The bill rates include all deductions required by state and federal legislation, including employer's contributions for FICA taxes, providing Unemployment and Workers' Compensation, liability insurance and fidelity bonding, as well as all other deductions and benefits paid to Temporary Workers.

Company's price is based upon weekly invoicing with method of payment in the form of check, bank transfer, or Electronic Data Interchange. Alternate payment methods may impact price and require mutual agreement between CPS and Company.

Background Check Matrix

CATEGORY	OFFENSE	TIME LAPSE	ACTION	COMMENT	
Crime Against Person	Murder, manslaughter, armed robbery, aggravated assault, battery (felony or misdemeanor), kidnapping	Anytime	Do not hire		
	Simple Assault	Less than 5 years ago	Do not hire		
		More than 5 years ago	May hire		
Crime Against Property	Theft, burglary, arson, etc.	Less than 5 years ago	Do not hire		
		More than 5 years ago	May hire		
	Product tampering	Anytime	Do not hire		
Financial Crimes	Embezzlement, extortion, fraud, bribery, forgery, check kiting, etc.	Less than 5 years ago	Do not hire	Discretion if person is not in a fiduciary or money handling position	
		More than 5 years ago	May hire		
Drug Violation	Sale or distribution	Less than 5 years ago	Do not hire		
		More than 5 years ago	May hire		
	Use or possession	Less than 5 years ago	Do not hire		
		More than 5 years ago	May hire		
Motor Vehicle Violation	DWI, refusing drug/alcohol test, reckless driving, leaving the scene of an accident, operating while revoked or suspended, causing a fatality through negligent driving	Less than 3 years ago	Do not hire	Applies only to driving positions and as outlined in Crop Production Services standard	
		More than 3 years ago	May hire		
	Improper lane changes, speeding > 15mph over the limit, any railroad- highway grade crossing offense	More than 1 violation of any of these offenses in past 3 years	Do not hire		
		More than one "at fault" vehicle accident,	Less than 3 years ago		Do not hire
	More than 3 years ago		May hire		
	More than three moving traffic violations for an offense not listed above	Less than 3 years ago	Do not hire		
		More than 3 years ago	May hire		
Two or more DUI's (DOT or NonDOT)	Less than 5 years ago	Do not hire			
Military History	Dishonorable or Bad Conduct Discharge			Request copy of military records	