

# Staffing Agreement

Employer Solutions Staffing Group, LLC (ESSG), with its principal office located at 7301 Ohms Lane, Suite 405, Edina, MN 55439 ("ESSG"), and **Geotek** ("CLIENT") agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

## **ESSG's Duties and Responsibilities**

1. ESSG will—
  - a. By and through the services of **MEB Resources**, recruit, screen, interview and assign its employees ("Assigned Employees") to perform the type of work described on Exhibit A under CLIENT's supervision at the locations specified on Exhibit A;
  - b. Pay Assigned Employees' wages;
  - c. Pay, withhold and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees.

## **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, 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 ESSG's express prior written approval or as strictly required by the job description provided to ESSG. Client shall not permit ESSG's employees to operate motor vehicles without express permission from ESSG. ESSG's Insurance does not cover loss or damage caused by ESSG's employees' operating the Client's owned or leased motor vehicle(s), and the Client therefore accepts full responsibility for and will indemnify ESSG from any and all claims, including the defense thereof, involving bodily injury, property damage, fire, theft, collision, cargo damage or public liability damage sustained or incurred as a result of an employee operating such vehicles(s), or arising out of or involving violation by the Client of this Paragraph;
  - 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. ESSG and ESSG's workers' compensation carrier shall have the right to inspect Client's premises during normal business hours and to make recommendations pertaining to job safety. It is agreed that ESSG, by inspecting such premises or by not inspecting such premises, assumes neither liability nor responsibility for any unsafe working condition that may exist;
  - d. Not change Assigned Employees' job duties without ESSG's express prior written approval; and
  - 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.

**Payment Terms, Bill Rates and Fees**

3. CLIENT will pay ESSG for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. ESSG will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is Net 10 days. CLIENT agrees to pay the costs of collection, including attorneys' fees and costs, if CLIENT fails to pay amounts that are due and outstanding under this Agreement.
  
5. Client may hire an assigned employee for permanent employment after **480 hours** of service have elapsed. Upon completion of **480** hours, the employee may rollover to a permanent position if the client desires at no additional fee of the Agreement.
  
6. Client is not obligated to hire an employee upon the completion of the 480 hours and the employee may continue to work for Client as an assigned employee under this Agreement after **480** hours of service.
  
7. Should Client desire to permanently hire an employee before the **480** hours of paid service have elapsed, Client may do so at the following rate:

$$(\text{bill rate} - \text{pay rate}) \times \text{remaining hours} = \text{conversion fee}$$

**Duration of Agreement**

8. This Agreement shall be for a term of one year and may be renewed by the parties thereafter for subsequent terms.

**AGREED TO:**

**Employer Solutions Staffing Group LLC**

By: \_\_\_\_\_

Date: \_\_\_\_\_  
7301 Ohms Lane, Suite 405  
Edina, Minnesota 55439

**Client: Geotek**

By:       *Quinn Redman*      

Title:       CFO      

Date:       3/2/2012      

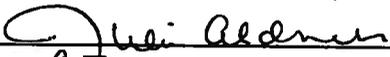
Address:       1421 2nd Ave NW        
      Stewartville, MN 55976

**Exhibit A  
Rate Schedule**

<b>Job Title or Description</b>	<b>Shift</b>	<b>Hourly Pay Rate</b>	<b>Hourly Bill Rate</b>
General Labor	1 <sup>st</sup>	\$9.00	\$12.60
General Labor	2nd	\$9.00	\$12.60
General Labor	3rd	\$9.00	\$12.60
General Labor – Payroll Service		\$9.00	\$12.15

AGREED:

Client: Geotek

By   
 Its CFO

Dated: 3/2/2012



# employer solutions staffing group<sup>LLC</sup>

## New Staffing Client information Sheet

Company Name: Geotek

Billing Contact Name: Pauline Kappers

Billing Address: 1471 2nd Ave NW  
Stewartville, MN 55976

Physical Employee Location Address: Same as above

Phone: 507-533-6076 Fax: 507-533-4784

Y Billing eMail: PKappers@geotekinc.com

What state will the employees be working in? MN

Number of Employees: 5-10

Date employees will become employees of ESSG: N/A,   ,   

Nature of Company's Business: A fiber glass composite manufacturing company.

Summary of Job Descriptions Involved: General assemblers, foaming and wiping product, assembly and packing to ship.

WC Code(s): 4484, 8810

Billing Rate(s): 1.40 regular 1.30 OT 1.35 Payroll

### FOR OFFICE USE ONLY

Company/Dept:	_____	Location Code:	_____
Class Code:	_____	Sales Rep:	_____
Ins. Co:	_____	Payroll Admin:	_____
WC Code:	_____	Accounting:	_____
Internal Rate:	_____		

# GEOTEK

(Shipping and Billing)  
1421 2<sup>nd</sup> Avenue NW  
Stewartville, MN 55976

Manufactures fiberglass utility products

## Contact Information

Business Phone: 507-533-6076  
Business Fax: 507-533-4784  
Federal ID# 26-3933154

## Principals

Dale Nordquist, CEO/President  
Julie Aldrich, V.P. of Finance  
Karl Clausen, V.P. of Manufacturing  
Angelie Hovey, Accounting Specialist

## BANK REFERENCE

Marshall & Ilsley Bank

Banking information will not be provided via phone. You may fax a credit inquiry to M&I Bank, Credit Department at: 612-904-8150.

## AUTHORIZED TRADE REFERENCES

### **AOC LLC**

15540 Collections Center Dr.  
Chicago, IL 60693  
Phone: 219-465-4304  
Fax: 219-465-4360

### **North American Composites**

300 Apollo Drive  
Lino Lakes, MN 55014  
Phone: 866-241-3523  
Fax: 651-765-8378

### **Owens Corning Sales LLC**

1 Owens Corning Parkway  
Toledo, OH 43659  
Phone: 419-248-8000  
Fax: 419-325-9650

### **Sherwin Williams Company**

7697 Washington Avenue S.  
Edina, MN 55435  
Phone: 952-941-6070  
Fax: 952-941-0656