Staffing Agreement

Employer Solutions Staffing Group, LLC, its successors and assigns and its subsidiaries, affiliates and/or related entities (herein referred to collectively as "ESSG"), in association with **Corporate Management Group, Inc** (CMG), and **RS Integrated Supply US Inc.** ("Client") agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement" means this Agreement and all exhibits and schedules attached hereto).

ESSG's Duties and Responsibilities

1. ESSG will—
   a. By and through the services of CMG, 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 and income taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees.

   d. Offer affordable, minimum essential healthcare coverage to all ESSG's assigned employees who are anticipated to work or who actually do work 120 hours in a month, so that neither ESSG nor Client shall be responsible for a penalty under Section 4980(H) of the Internal Revenue Code. ESSG shall offer coverage in compliance with the Patient Protection and Affordable Care Act, Pub. L. No. 111-148 (2010), as amended by the Health Care and Education Reconciliation Act of 2010, Pub. L. No. 111-152 (2010), and Section 4980(H) of the Internal Revenue Code, the final regulations, and guidance thereunder. ESSG shall offer this coverage within 90 days of the date the ESSG Assigned Employee is initially employed by ESSG, unless the Assigned Employee qualifies as a bona fide variable hour employee under controlling law. If ESSG fails to offer such coverage as described herein, ESSG shall indemnify and defend Client against any taxes, penalty, claim, or damages alleged or assessed against Client as a result of such failure.

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. Client agrees that it has primary responsibility for compliance with state and federal OSHA laws and regulations to the extent those laws apply to ESSG employees assigned to Client's worksite. Client 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. 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 and loss control. 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. Client further agrees that it will comply with all the requirements and obligations in Exhibit A.

d. Not change Assigned Employees' job duties without ESSG's express prior written approval.

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 for performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. Client will be invoiced on a weekly basis for services provided under this Agreement. Payment is due 30 days from receipt of invoice and must be sent to the address indicated on the invoice. Any unpaid invoice shall be considered past due if payment is not received within thirty (30) days of invoice date. Client agrees to pay a finance charge of 1.5% per month or 18% per annum, on all past-due amounts, commencing on the thirty-first day after the invoice date. 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.

4. If at any time during the term of this Agreement, CMG/ESSG is required to increase an Assigned Employee's wages (due to increase in minimum wage rates or mandatory benefits requirement) or incurs an increase in its payroll burden costs (such as FICA, FUI, SUI, or government-mandated paid leave or time off or other benefits programs) as a direct result of any law, determination, order or action by a governmental authority or government insurance benefit program, Client agrees that CMG/ESSG may increase the bill rates proportionately so as to place CMG/ESSG in the same position it was in prior to such law, determination, order

or action. CMG/ESSG shall provide Client with 30 days' prior notice of any such increase.

AGREED TO:

RS Integrated Supply US Inc.

Name Print: Patrick J Sabine

Name Sign: [signature]

Title: SVP Human Resources

Date: 10/14/2025

Address: Two Radnor Corp Center
Suite 400
Radnor PA 19087

Corporate Management Group, Inc.

By: Lauren Kenney

Title: General Manager

Date: 10/15/2025

1501 W 124th Ave, Unit 500, Westminster, CO 80234

Employer Solutions Staffing Group, LLC

By: [signature]

Title: Legal & Compliance Coordinator

Date: 10/15/25

7201 Metro Blvd, Suite 900, Edina, MN 55439

Exhibit A
Rate Schedule

States	CMG	Payrolled
WV, AZ, NE, GA, AR	1.42	1.37
IN, TN, MO, KS, IL, MI, NC, SC, TX, MA	1.45	1.40
NJ, PA, NY, OH, CA	1.48	1.43

Payment is due 30 days from receipt of invoice.

Early Conversion Fee:
Client agrees to pay a conversion fee for converting an employee prior to working 90 days. The fee is based on an assigned employee's annualized compensation according to the following schedule:

1-30 days - 15%
31-60 days - 10%
61-90 days - 5%
91+ days - No fee

Work description: Business Management

Location: United States

Additional Fees:
Physicals, Drug tests or DOT checks will be billed to CLIENT as a "pass-thru cost" at the same rate/amount as charged to CMG/ESSG. Standard Background checks are included in the above bill rate.

Assigned Employees who select health coverage that requires an employer contribution, the Client agrees to pay the amount of employer contribution

Government mandated PTO, Sick Time, Parental Leave or any other type of leave, if required in the Client's State or municipality, shall be billed at the regular hourly bill rate for such hours.