



WESTLAKE MASTER TERMS and CONDITIONS for STAFFING SERVICES

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WESTLAKE MASTER TERMS and CONDITIONS for STAFFING SERVICES

The WESTLAKE MASTER TERMS AND CONDITIONS FOR STAFFING SERVICES (the “Master Terms and Conditions”) are made effective as of this 3rd day of August, 2022 (the “Effective Date”) by and between **Westlake Management Services, Inc.**, with its principal place of business at 2801 Post Oak Boulevard, Houston, Texas 77056 (“Westlake”) for itself and/or on behalf of its North American affiliates (the “Westlake Companies”) (“Westlake” and “Westlake Companies” individually and collectively referred to herein as the “Company”), and **Employer Solutions Staffing Group, LLC**, with its principal place of business at 7480 Flying Cloud Drive, Ste 200, Eden Prairie, MN 55344 (the “Staffing Firm”). Company and Staffing Firm are sometimes referred to herein individually as a “Party” and collectively as “Parties”.

The purpose of these Master Terms and Conditions is to set forth the terms and conditions of the Parties with regard to staffing and recruiting services (as defined herein) that Company from time to time may obtain from Staffing Firm, and that Staffing Firm provides to Company.

1. General Terms and Conditions

1.1 Definitions

- 1.1.1 **“Assignees”** means, collectively, Staffing Firm’s employees who are assigned to provide specified, as-requested services to Company as a Temporary Assignee or a Temp-to-Perm Assignee.
- 1.1.2 **“Assignment”** means, collectively, Company’s accepted requests for services issued to Staffing Firm, which include requests for temporary placement, temp-to-perm placement, and/or direct placement.
- 1.1.3 **“Candidates”** means individuals who have passed Staffing Firm’s screening and has been or will be referred by Staffing Firm to Company at Company’s specific request for consideration for direct employment with Company.
- 1.1.4 **“Placement Services”** means services to identify, screen, and assign qualified contract employees to provide temporary services to Company as a Temporary Assignee or a Temp-to-Perm Assignee.
- 1.1.5 **“Recruiting Services”** means services to identify, source, screen, and refer qualified candidates for potential employment with Company.
- 1.1.6 **“Statement of Work” (“SOW”)** means a written request issued by Company and delivered to Staffing Firm describing the requirements, terms, profiles,

and other conditions and commercial terms for specific Recruiting Services and/or Placement Services, generally to be in the form attached hereto.

- 1.1.7 **“Temporary Assignee”** means an employee of Staffing Firm who is assigned to provide services to Company on a temporary, as-needed basis.
- 1.1.8 **“Temp-to-Perm Assignee”** means an employee of Staffing Firm who is assigned to provide services to Company on a temporary basis and who has been identified to transition from a temporary/contract status to employment with Company.

1.2 Term and Termination.

- 1.2.1 This Agreement shall begin on the Effective Date and shall continue until the first anniversary of the Effective Date, and then renew for successive one-year periods, unless otherwise earlier terminated as provided in this Agreement. Termination of this Agreement will terminate all outstanding Assignments and SOWs. Staffing Firm agrees to provide reasonable cooperation in transitioning any work.
- 1.2.2 If Staffing Firm shall at any time fail to perform or is otherwise in default of any obligation hereunder, or ceases to operate as an on-going concern or becomes insolvent or enters bankruptcy, then Company shall have the right, in addition to any other rights it may have under applicable law, to immediately terminate this Agreement and any or all Assignments by giving written notice, which notice shall relieve all further Company obligations under the applicable SOWs, except to pay the reasonable value of the prior provision of services.
- 1.2.3 Company may suspend or alter the duration and other terms of any Assignment in whole or in part at any time and from time to time with or without reason or cause.

1.3 Non-Exclusive Basis.

- 1.3.1 Company is not obligated to utilize Staffing Firm to perform any Services; nor is Staffing Firm obligated to perform any Services for Company until an SOW has been agreed upon and executed by the parties, and Company may issue such SOWs on an exclusive or non-exclusive basis, determined solely at Company’s discretion. Staffing Firm is not guaranteed any specified volume of services, SOWs, or Assignments.
- 1.3.2 Staffing Firm may not subcontract or assign any portion of the services without prior written approval of Company, which approval shall not be unreasonably withheld. Any such approval shall not relieve Staffing Firm of any of its duties, obligations, warranties, liabilities or responsibilities under this Agreement or the applicable SOWs.

1.4 Services to be Provided.

1.4.1 Staffing Firm agrees to provide standard recruiting and staffing services on an as-requested basis to Company, as more specifically set forth at Section 2 and Section 3 herein. Assignees shall perform only those services identified in any applicable SOW and will work only in areas and on tasks designated by Company and under Company's direction and supervision.

1.4.2 To the extent there are special legal issues in different jurisdictions and localities that would affect the financial, benefit, bargaining, or other rights of Assignees, the Parties agree to negotiate terms that will conform to local law as necessary.

1.4.3 Company's Duties and Responsibilities

Company will—

- a. Timely and accurately provide the data and information necessary for Staffing Firm to process payroll in a timely manner for the recruited employees, including but not limited to hours worked, rates of pay and exempt/non-exempt status. Company shall ensure employee new hire paperwork provided to Company by Staffing Firm is completed correctly and meets all deadlines provided by Staffing Firm. Company shall maintain records of actual time worked by each recruited employee. In order to ensure accurate calculation of fees and proper withholding and reporting of taxes, Company agrees not to pay any wages or salaries directly to any recruited employee.
- b. Properly supervise Acquired and Assignees performing its work and be responsible for its business operations, products, services and intellectual property.
- c. Properly supervise, control, and safeguard its premises, processes, or systems, and not entrust Acquired and Assignees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Staffing Firm's express prior written approval or as strictly required by the job description provided to Staffing Firm. Company shall not permit Staffing Firm's employees to operate motor vehicles without express permission from Staffing Firm.
- d. Provide Acquired and Assignees 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. Company agrees that it has primary responsibility for compliance with state and federal OSHA laws and regulations to the extent those laws apply to Staffing Firm employees assigned to Company's worksite. Company further agrees to provide such Acquired and Assignees 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 Acquired and Assignees.

- e. Not change Acquired and Assignees' job duties without Staffing Firm's express prior written approval.
- f. Exclude Acquired and Assignees from Company's benefit plans and not make any offer or promise relating to Acquired and Assignees' compensation or benefits.

1.5 Independent Contractor Status.

- 1.5.1 Staffing Firm's relationship with Company under this Agreement is that of an independent contractor. Nothing in this Agreement or any SOW shall be construed as being inconsistent with that status. Staffing Firm and thus Staffing Firm's employees, including the Assignees, shall not be entitled to any of Company's employee benefits, including any group insurance, pension and benefit plans, nor shall any benefits be made available to Staffing Firm's employees, including paid vacation and holidays. Staffing Firm has no power or authority to act for, represent, or bind Company in any manner.
- 1.5.2 All individuals utilized by Staffing Firm in the performance of services shall be the employees of Staffing Firm and not those of Company; and Contractor shall be solely responsible for the payment of compensation, other benefits, and withholding and remitting all applicable taxes, with respect to any such individuals. Staffing Firm shall not engage any contractors to provide the requested services as a self-employed individual or a non-individual (e.g., part of a corporate or legal partnership or other entity, e.g. as IRS 1099), or other corporate or partnership entities for assignment with Company.
- 1.5.3 Staffing Firm shall take all reasonable steps to ensure that its employees, including Assignees, acknowledge and understand that they are not employees of Company and are not eligible for or to participate in any of Company's compensation, retirement, or benefits programs available to Company's employees, including but not limited to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit-sharing, or Social Security on account of their provision of services to Company. As between Company and Assignees, the sole and only compensation and/or benefit of any nature to which Assignees and Staffing Firm shall be entitled are the payments provided for herein.
- 1.5.4 Staffing Firm shall implement a drug and alcohol abuse policy applicable to all Assignees that, at a minimum, allows for drug and alcohol testing, to be conducted at Staffing Firm's cost and oversight, to include at Company's direction, testing based on cause, reasonable suspicion, and post-incident.

1.6 Invoicing.

1.6.1 Company payment terms to Staffing Firm will be forty-five (45) days from receipt of Staffing Firm's invoice with no service charges for late payment. Payments to Staffing Firm may be made by check, wire transfer or by other means mutually agreed upon by Parties from time to time. Company will not pay for billings reflecting time/work performed more than ninety (90) days prior to the date the invoice is presented, which billing is hereby waived by Staffing Firm. Payment to Staffing Firm shall not be construed as a waiver of any claim or right that Company may then or thereafter have against Staffing Firm.

1.7 Warranties.

1.7.1 Staffing Firm shall use its best efforts to ensure that the search, assignment, screening, and recruiting services will be performed in compliance with this Agreement, Company policies, and in a high quality and workmanlike manner, in accordance with industry standards, and shall meet all requirements of any SOW. Staffing Firm further warrants that it will comply with all applicable equal employment opportunity requirements, as well as the Fair Labor Standards Act and the Family and Medical Leave Act. Company reserves the right to seek removal and/or replacement, at its sole discretion, of Assignees who fail to perform the services in a diligent, skillful, safe, and workmanlike manner, and in accordance with good industry standards. Company's request shall not in any way affect the right of Staffing Firm, in its sole discretion as employer, to assign, reassign, discipline or terminate its own employees.

1.7.2 Staffing Firm further warrants that its personnel assigned to Company shall have sufficient experience, skills, and all technical qualifications and capabilities, and possess such degrees, certifications, permits, and licenses as may be specified or required by Company, and shall be competent for the nature of the work to be performed. Company reserves the right to interview and approve or reject any Assignee or proposed Assignee.

1.7.3 Within the first four (4) hours of all Placement Assignments, Company shall verify that the Assignee is suitable for the purposes for which he is required and that he has the capability to carry out the duties required. If Company, in its sole discretion, determines that the Assignee is unsuitable for the Assignment to which he has been placed, Company shall immediately notify Staffing firm of the non-conformance and Staffing Firm shall take action to find a suitable replacement to fill the Assignment. Provided Company notifies Staffing Firm within the first 4 hours of an Assignee's initial assignment, Company shall not be liable for any fees that would be due for the non-conforming Assignee's time worked during this preliminary period. Company's failure to exercise its rights in this Section 1.7.3 shall not in any way affect Company's rights to seek other remedies pursuant to this Agreement at a later date. Other than as stated above, Company will be responsible to pay any invoice pertaining to any Assignee that completes

work for any duration of time. Company will promptly inform Staffing Firm of material and/or prolonged unsatisfactory performance of an Assignee.

- 1.7.4 For Recruiting Services, Staffing Firm guarantees any hired Candidate for a period of not less than ninety (90) days unless laid off (by way of a position elimination) earlier by the Company. If the hired Candidate does not perform satisfactorily and meet/exceed minimum requirements in this first ninety (90) day period, Company will have the option of replacement at no cost to Company or a full refund of any fees paid for such hired Candidate. If Company elects refund, Staffing Firm shall repay the entire fee within thirty (30) days of a written request by Company. Company may offset the refund against any other amounts owed to Staffing Firm. If Company elects replacement, Staffing Firm will have thirty days to find a replacement suitable to Company at no cost to Company, and, in the event no suitable replacement can be found in this thirty (30) day period, shall refund the fee within thirty days thereafter.

1.8 Indemnity and Limitation of Liability.

- 1.8.1 Staffing Firm shall indemnify, defend and hold harmless Company, and its directors, officers, agents and employees, from and against any and all claims, costs, expenses, losses, causes of action, damages, judgments, penalties, fines and liabilities of any kind whatsoever (each, a "**Claim**") that may accrue or be sustained by Company, its directors, officers, agents or employees, arising out of the negligent or intentionally wrongful acts or omissions to act of Staffing Firm, or the employees of Staffing Firm, including Assignees, in the performance of Staffing Firm's obligations under this Agreement, any Order, and the provision of services, except to the extent arising out of the negligence or willful misconduct of Company.
- 1.8.3 Notwithstanding any other term or provision of this Agreement or any exhibits, attachments, SOWs, or invoices, in no event shall either Party be liable to the other for loss of profits or for indirect, punitive, special, incidental, or consequential damages arising out of or related to the performance of this Agreement or the provision of Placement Services or Recruiting Services hereunder, even if that party has been advised of the possibility of such damages.

1.9 Confidential Information.

- 1.9.1 Staffing Firm recognizes and acknowledges that while performing its services under this Agreement, Staffing Firm and its employees, including Assignees, may be granted access to certain proprietary and confidential information regarding Company's business, customers, and employees, and perhaps certain proprietary and confidential information of Company's customers. Accordingly, Staffing Firm agrees to take reasonable and standard industry measures to protect and maintain

confidentiality and the obligations of this paragraph will survive the termination of this Agreement. This paragraph does not apply to information that is available in the public domain.

- 1.9.2 Unless expressly agreed otherwise in writing executed by an officer of Company, Company shall own all expressions, ideas, and improvements thereon by Staffing Firm or any Assignee that are first created as a result of or in connection with providing services, including but not limited to patents, trade secrets, copyrights, service marks and trademarks. Staffing Firm shall execute, and cause its Assignees to execute, such documents and provide such information as necessary to assign, prosecute, obtain, and defend rights in all intellectual property.

1.10 Insurance

- 1.10.1 Staffing Firm has procured, and will maintain in effect throughout the term of this Agreement, workers' compensation insurance in full limits as required by statute covering any individual who Staffing Firm assigns to Company hereunder as well as compensation, retirement and welfare benefit plans for its employees. Staffing Firm employees, including Assignees, shall not be eligible for compensation or benefits from Company directly.
- 1.10.2 Staffing Firm and Company will be considered co-employers (dual or joint employers) of Assignees for the sole purpose of employer liability under applicable workers compensation laws. Prior to mobilizing any Assignee, Staffing Firm agrees to obtain and retain a written acknowledgement from each Assignee that (i) for the purpose of workers' compensation coverage, s/he is an employee of both the Staffing Firm and the corporate entity to which the Assignee is assigned; (ii) in the event of injury, he agrees that his/her sole remedy lies in coverage under Staffing Firm's workers' compensation policy under the theory that the Staffing Firm and the corporate entity to which Assignee is assigned are co-employers; and (iii) Assignee will not seek any type of subrogation or indemnification from Company or the corporate entity to which Assignee is assigned premised upon any rights to workers' compensation benefits.
- 1.10.3 **IF ANY DIRECT CLAIM FOR WORKERS' COMPENSATION BENEFITS, NEGLIGENCE, GROSS NEGLIGENCE, COMPENSATION OR BENEFITS, OR ANY INDIRECT CLAIM FOR SUBROGATION OR INDEMNITY IS ASSERTED AGAINST COMPANY BY ANY STAFFING FIRM EMPLOYEE, INCLUDING ASSIGNEES (OR BY A PERSONAL REPRESENTATIVE IN THE EVENT OF DEATH) OR OTHER THIRD PARTY SUCH AS THE STAFFING FIRM'S INSURER, THEN, UPON TIMELY WRITTEN NOTICE FROM COMPANY, STAFFING FIRM SHALL DEFEND COMPANY AGAINST SUCH CLAIM(S) AND SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ANY SUCH CLAIM(S) TO THE EXTENT OF ALL BENEFITS AWARDED AND COSTS ASSOCIATED WITH SUCH CLAIM(S), EXCEPT TO THE EXTENT THAT ANY CLAIM ALLEGES THAT COMPANY DELIBERATELY INTENDED TO CAUSE THE INJURY TO ASSIGNEE.**

1.11 Audit Rights and Record Retention.

Company reserves the right to inspect and examine the books and account records of Staffing Firm to verify (i) amounts payable to Staffing Firm under this Agreement, and (ii) compliance by Staffing Firm with the terms of this Agreement. Staffing Firm will maintain and make available a true and correct set of books and records pertaining to its performance of services under this Agreement for a period of not less than two calendar years following the termination or expiration of this Agreement.

1.12 Ethics and Compliance.

1.12.1 Staffing Firm agrees to ensure that it and all Assignees will comply with applicable laws, rules, regulations, and legislation, and Company's Code of Conduct, posted at https://www.westlake.com/sites/default/files/COC_Final%202016-08-30%20%28WCC%29.pdf, as well as complying with all security and safety requirements and procedures applicable to the location of the Assignments.

1.12.2 Staffing Firm, Staffing Firm employees, Assignees, and agents shall not offer any gifts, entertainment, payments, loans or any other consideration to Company or to employees of Company, their families, vendors, subcontractors or any other third parties (including government officials) for the purpose of influencing such persons to act contrary to the interests of Company.

1.13 Notice.

All documents, notices and communications to be given hereunder or in connection herewith shall be in writing, signed (signing may be by an electronic signature) by the Party giving or making the notice or communication and shall be deemed given when: (i) delivered in person or by messenger or (ii) sent by electronic mail on the date of receipt of an electronic mail, provided that the sender can and does provide evidence of successful transmission and that such day is a business day (and if it is not, then on the next succeeding business day) or (iii) three (3) business days after being deposited in the United States mail in a sealed envelope with sufficient postage affixed, registered or certified, return receipt requested, and addressed as set forth below, or to such other addresses or designee(s) as may be hereafter designated by a Party after providing written notice thereof to the other Party:

To Company: Westlake Management Services, Inc.
2801 Post Oak Blvd., Suite 600
Houston, Texas 77056
HR - Director of Talent Management
Copy to Law Department

To Staffing Firm: Matt Forss, President
Corporate Management Group, Inc.
Office 303-920-1425
Cell 303-748-4651
Matt@corpimgmtgroup.com

1.14 Miscellaneous.

- 1.14.1 This Agreement, including any exhibits and SOWs, is the entire agreement between the parties covering the scope of Placement Services and Recruiting Services, and supersedes and replaces all prior practices, understandings and agreements. To the extent there are any inconsistencies between the Agreement, any exhibits, invoices, and any SOWs, the provisions of the Agreement will control. If any provision of this Agreement is determined to be void, unlawful, or unenforceable under any applicable statute or controlling law, the remainder of this Agreement shall continue in full force and effect.
- 1.14.2 This Agreement may be amended or supplemented only by a document signed by both Staffing Firm and an authorized representative of Company.
- 1.14.3 Staffing Firm may not assign this Agreement. This Agreement shall be binding on and inure to the benefit of the successors of Company's entire business or the successor of the business of Company to which this Agreement relates.
- 1.14.4 No waiver of any provision or breach of this Agreement or of an SOW shall be deemed to be a waiver of any other provision or breach. The remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity which the parties may possess.
- 1.14.5 This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree to the exclusive jurisdiction of the appropriate state or federal court in Houston, Harris County, Texas for any and all disputes arising out of or any way related to this Agreement. The Parties waive the right to a jury trial and any arguments that such venue is unfair or otherwise inconvenient.

2. Placement Services

2.1 Sourcing and Introduction

- 2.1.1 Upon written request by Company followed by an accepted SOW, Staffing Firm will find, source, and provide personnel on an as-needed basis to fill temporary assignments with Company, subject to the terms and conditions of this Agreement and applicable SOWs (the "**Placement Services**").

2.1.2 Staffing Firm agrees to closely match Assignees' curriculum vitae and other verified credentials to the requirements as specified in the SOWs. Staffing Firm shall notify Company prior to any Assignment if such Assignee was ever a previous contractor, employee, vendor employee, or service provider to Company.

2.2 Screening

2.2.1 Staffing Firm is responsible for verifying:

- (a) the identity and nationality of all Assignees;
- (b) that all Assignees can validly and legally perform their Assignment for the Company at the required locations for the relevant assignment period, including but not limited to complying with applicable verification requirements of the Immigration Reform and Control Act and similar applicable acts;
- (c) that all Assignees have the required qualifications with educational institutions and other professional bodies; and
- (d) that all Assignees have the required certifications, permits, licenses, etc., as well as the availability, to perform the requested services, and there are no contractual restrictions that would prevent or impede Assignees' ability or availability to perform the Assignment.

2.2.2 .

2.2.3 Staffing Firm shall perform the following checks on all Assignees (to the extent permitted by applicable law):

- (a) criminal records checks, to ensure, at a minimum, that Assignees have no record of criminal convictions or felonies involving drugs, violent behaviour, or theft within the seven (7) year period prior to the time Staffing Firm places Assignee with Company ;
- (b) drug test results that are no less current than 2 weeks prior to the Assignment start date;
- (c) other such additional checks as may be relevant to the Assignment and/or specified on the SOW, including but not limited to checks of qualifications and certifications of Assignees with educational institutions and other professional bodies. The Company will reimburse Staffing Firm for the cost of such additional checks if Staffing Firm incurs a cost or expense in performing such a check and advises Company in advance that such cost or expense will be

incurred and presents these to the Company on its reasonable request; and

- (e) any other screening checks as may be requested required by Company from time to time.

Staffing Firm shall notify Company immediately if Staffing Firm believes or otherwise becomes aware that an Assignee is unsuitable for the Assignment. Staffing Firm will present evidence of the screening undertaken and the results of that screening to Company on its reasonable request.

2.3 Compensation

- 2.3.1 In consideration of the performance of the Placement Services, Company agrees to pay Staffing Firm a fee determined at an hourly rate (“billing rate”) for each individual Assignee on current Assignment multiplied by the number of hours worked by the Assignee. An Assignee’s billing rate shall be the hourly rate of pay that Company establishes for the Assignment plus a percentage fee mark-up as defined in the SOW, which represents the fee charged for the Placement Services. This fee is deemed to include all costs, overhead, and burden associated with providing temporary labor to Company, including, but not limited to costs associated with testing, background investigations, training, and workers’ compensation.
- 2.3.2 At the end of each week, each Assignee will have a time document approved (electronically or in writing) by the Company manager or supervisor who is responsible for the Assignee’s placement. Company shall be invoiced weekly for services performed the previous week. No other payment shall be due to Staffing Firm unless specifically provided for in an SOW. Staffing Firm will ensure that all recorded time is approved by a Company manager or supervisor who is responsible for the Assignee’s placement no later than the Wednesday following the applicable work week for which services are performed
- 2.3.3 Overtime –Overtime wages are calculated by taking the employees hourly payrate x 1.5 x the regular bill rate.

2.4 Conversion of Assignees

Company shall have the option, at its sole discretion, to convert any Assignee into a direct employee of the Company based on the following conversion fees:

Days Worked by Individual Assigned by the Staffing Firm	Conversion Fee - % of Individual’s Total Annual Compensation
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1 – 21 days	20%
22 – 42 days	15%
43 – 63 days	10%
64 – 90 days	5%
91+ days	0%

2.5 Payrolling

For individuals who are specifically identified and referred to Staffing Firm by the Company for “payrolling” purposes, the conversion schedule does not apply and Company will not owe Staffing Firm any compensation for a conversion if the individual becomes a direct employee of Company. For purposes of this Agreement, “payrolling” is defined as the Staffing Firm serving as the employing entity and providing administration of payroll and employment documents for an individual working on assignment for the Company. Company reserves the option to extend the payrolling period, convert to a temporary or temp-to-perm status, or to end the Assignment or payrolling arrangement at its discretion without penalty.

2.6 Temp-to-Perm Assignments

Staffing Firm also agrees to provide similar employer services for its personnel who have been designated by Company as “Temp-to-Perm”. These individuals will automatically convert or be considered for conversion, with no additional fee, to direct employment with Company after ninety one (91) days worked on Assignment. Company reserves the option to extend the temp-to-perm period, convert to a temporary or “payrolling” status, or to end the Assignment at its discretion without penalty.

3. Recruiting Services

3.1 Sourcing and Introduction

3.1.1 Upon written request by Company followed by an accepted SOW, Staffing Firm will find, source, interview, and screen Candidates for consideration for specified direct hire positions with Company, subject to the terms and conditions of this Agreement and applicable SOWs (the "Recruiting Services"). For purposes of determining Staffing Firm’s eligibility for a fee hereunder, Candidates shall only be submitted via E-mail to an authorized Company contact.

3.1.2 Staffing Firm will present to Company a shortlist of suitable Candidates that closely match the requirements as specified in the SOW. Staffing Firm agrees that it may only conduct searches for Company if it has a current and active SOW for Recruiting Services on file with Company. Staffing Firm agrees to refrain from using any knowledge gained about Company or contacts from active or prior Company personnel as a means to solicit additional business within Company.

3.2 Screening

The Parties agree that it will be Company's responsibility, at Company's expense, to perform background checks (at Company's discretion) on Candidates in all counties of residence, including reviewing records of criminal convictions, and to validate education and work experience. Nothing contained herein, however, shall reduce Staffing Firm's obligation to present qualified Candidates as set forth in Section 3.1 above.

3.3 Compensation

3.3.1 In consideration of the performance of services hereunder for direct hires, the Company agrees to pay Staffing Firm a fixed fee of twenty five percent (25%) of the individual's starting annual base salary for anyone hired full time by Company whose employment lasts not fewer than ninety (90) days.

3.3.2 For Recruiting Services, Staffing Firm shall invoice for successful placements upon the Candidate's first day of employment with Company. By submitting invoices, Staffing Firm represents and warrants that it has complied with its obligations to validate the Candidate's eligibility to work as contemplated and in the location as described in the SOW.

3.3.3 The Staffing Firm will not be entitled to any compensation, and/or will be required to return any fees paid in the following circumstances:

- (a) The Candidate has independently filed an application for the same or a similar position with Company within a 6-month period prior to Staffing Firm submitting the candidate or the Candidate's résumé to Company;
- (b) The Candidate has also been previously referred by another agency, and Staffing Firm was not the "precipitating cause of the employment". "Precipitating cause of the employment" is defined as those activities of Staffing Firm performing under this Agreement, such as establishing contact with Company management, supplying all the candidate information, arranging interviews and/or supplying additional support, which then has the greatest impact on Company's decision to hire the candidate. Staffing Firm agrees that Company will make the determination of the Precipitating Cause of the Employment at Company's sole discretion;
- (c) The Candidate has been an on-going candidate with the Company for a period of more than six (6) months, at which time the Candidate is no longer deemed a candidate of Staffing Firm, and is instead recognized by Staffing Firm as an independent candidate as

if the individual filed an application without any assistance from Staffing Firm;

- (d) The Candidate referred by Staffing Firm refers someone that has not been presented to Company by Staffing Firm and Company hires that individual;
- (e) The referral information about the Candidate is false, incorrect or misleading;
- (f) Unsolicited résumés;
- (g) Staffing Firm has breached any term or condition of this Agreement; or
- (h) Any searches and referrals performed by Staffing Firm not based on terms and conditions set forth in this Agreement or any applicable Order.

3.3.4 If more than one agency presents a Candidate that is subsequently hired, Company will pay only one fee based on which submitting agency was most instrumental in causing the placement of the Candidate. Such decision will be made solely by Company's authorized representative based on information available at the time. Company reserves the right to split the fee among agencies if circumstances so warrant.

3.3.4

3.4 Confidentiality

Staffing Firm, when screening and presenting Candidates to Company, agrees to maintain, to the extent practicable, the confidential nature of the job search. Staffing Firm may otherwise obtain confidential information about Company, its employment needs or its business, and Staffing Firm agrees not to use said information to Company's detriment.

Accepted and Agreed to:

Westlake Management Services, Inc.
("Company")

Employer Solutions Staffing Group, LLC
("Staffing Firm")

DocuSigned by:

 By: _____
 Name (Print): Travis Potts
 Title: President
 Date: August 15, 2022

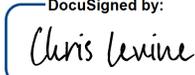
DocuSigned by:

 By: _____
 Name (Print): Chris Levine
 Title: CEO
 Date: August 9, 2022

Exhibit A
Form of SOW

STATEMENT OF WORK

This Statement of Work is entered into between **Westlake Management Services, Inc.** ("Company") and Employer Solutions Staffing Group, LLC ("Staffing Firm") on August 8th, 2022. Together, this Statement of Work and the Westlake Master Terms and Conditions for Staffing Services, dated August 3rd, 2022, incorporated herein by this reference, describe the services to be provided by Staffing Firm's personnel as listed below.

Project Location: Denver, CO
Company Manager: James O’Dea
Start Date: August 8, 2022
Type of Service: Placement

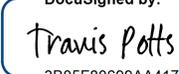
If Placement: Type of job Manufacturing
Mark up rate 42%

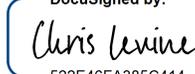
General Description of Assignment: Temporary Staffing Solutions

Accepted and Agreed to:

Westlake Management Services, Inc.
("Company")

Employer Solutions Staffing Group, LLC
("Staffing Firm")

DocuSigned by:

By: Travis Potts
Name (Print): Travis Potts
Title: President
Date: August 15, 2022

DocuSigned by:

By: Chris Levine
Name (Print): CHRIS LEVINE
Title: CEO
Date: August 9, 2022