



STAFFING SERVICES TERMS OF SERVICE

These terms and conditions govern the staffing services provided by Kelly Services, Inc. ("Kelly") and is the binding agreement ("Agreement") between Customer (as specified on Business Summary) and Kelly.

1. Placement of Kelly Assigned Employees. Customer will place orders with Kelly for assigned employees ("Assigned Employees") and related staffing services describing the type of work requested, specific duties to be performed, skills required, and any other requirements. Kelly will place Assigned Employees to perform services that Customer requests under Customer's operational supervision at the location(s) and at the rates specified on the Business Summary.

2. Employment Relationship With Assigned Employees. As the provider of staffing services, Kelly will be the employer of Assigned Employees, and will be responsible for the staffing services listed below. As the recipient of such staffing services, Customer will be responsible for controlling the environment in which Assigned Employees perform their work, the details of their work, and their work product, and for the business-related responsibilities below.

A. Kelly's Responsibilities. Kelly will: 1) Recruit, select, hire and discipline Assigned Employees; 2) Place Assigned Employees according to Customer's requirements; 3) Pay Assigned Employees the wages and provide the benefits that Kelly offers to them as its employees; 4) Pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill its obligations for unemployment compensation (e.g., FUTA, SUTA); 5) Provide workers' compensation benefits and coverage for Assigned Employees; 6) Maintain Assigned Employees' personnel and payroll records related to their employment by Kelly; 7) Comply with laws, rules or regulations applicable to providers of staffing services; 8) Require Assigned Employees to agree in writing to protect the confidentiality of Customer's proprietary information; 9) Require Assigned Employees to execute agreements that Customer requests with regard to intellectual property developed by them in performance of their work for Customer; 10) Require Assigned Employees to acknowledge in writing that they have no right to participate in Customer's employee benefit plans; 11) Require Assigned Employees to comply with all rules and policies of Customer (e.g., those relating to premises access and security); 12) Make legally required employment law disclosures to Assigned Employees; and 13) Provide Assigned Employees of diverse race, gender, ethnicity, and background.

B. Customer's Responsibilities. Customer will: 1) Provide Assigned Employees with a safe workplace that complies with all applicable safety and health standards, statutes, and ordinances; 2) provide Kelly with prompt notice of any injury suffered by an Assigned Employee and extend its return to work/limited duty program to Assigned Employees who have job-related restrictions resulting from occupational injuries or illnesses occurring on Customer's premises; 3) Use Assigned Employees only in assignments that match the job descriptions for which Kelly places them and notify Kelly when Assigned Employees are required to use Customer's timekeeping system; 3) Provide adequate internal controls, supervision, and instructions for Assigned Employees, and be responsible for their conduct when they have access to Customer information systems, or are required to handle cash, confidential or credit card information, trade secrets, valuables, or similar property; 4) Be responsible for the use of any vehicle, powered mobile equipment or Customer issued property used by Assigned Employees in connection with an order, except for workers' compensation claims of Assigned Employees; 5) Be responsible for the conduct of its own officers, employees, and agents; and 6) Comply with duties imposed on it by law, rule, or regulation, including providing Kelly with adequate information regarding work of any Assigned Employee that is subject to the Service Contract Act Labor Standards.

3. Insurance Including Workers' Compensation Coverage. Kelly will maintain during the term of this Agreement the following types and limits of insurance or other coverage: A) Workers' compensation, in amounts no less than required by law; B) Employer's liability insurance with a limit of \$1,000,000; C) Commercial automobile liability insurance with a \$1,000,000 combined single limit on vehicles owned, leased, or rented by Kelly; D) Commercial general liability insurance, including bodily injury, contractual liability, and property damage, with a \$2,000,000 per occurrence and \$2,000,000 aggregate limit; and, E) Commercial Crime with limits of \$3,000,000 each loss.

4. Billing. Kelly will invoice Customer on a weekly basis for all compensable time (as defined by the Fair Labor Standards Act of 1938 and applicable state law), including but not limited to hours worked on assignment, training, or testing, which may include Customer required medical screening. Pre-employment criminal background and drug screenings referenced within the Business Summary are included in the mark-up. Additional screenings, not listed in the Business Summary, will incur a .02 mark-up increase per additional screen requested. The rates at which Kelly will invoice Customer (and reimbursable expenses) are listed on the Business Summary. If Customer's rates are not set out on the Business Summary, Kelly and Customer will agree on rates at the time of an order, which Kelly will record electronically in its systems. To the extent Assigned Employees will be utilizing a Customer provided time keeping system or process, such timekeeping system or process shall be compliant with all applicable legal requirements, including but not limited to the recording of time worked. Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices as a separate item. Customer agrees that pricing will be adjusted by Kelly annually and, additionally, to reflect increases in wage and/or related tax, benefit and other costs as the result of any additional Customer requirement subsequent to Agreement signature, determination, order or action by or under any applicable governmental authority, insurance, or benefit program. Adjustments will be applied as of the effective date of the increased tax, benefit, or cost. Kelly will also adjust pricing for changes in sales, use, or gross receipts taxes. Such increases will be applied retroactively, if necessary. In addition, Customer agrees to be responsible for any adjustments to wages or benefits relating to work performed under the Service Contract Act Labor Standards. Assigned Employees are presumed to be "nonexempt" employees and are paid overtime if Kelly determines overtime pay is legally required (or when Customer has requested payment of overtime). Kelly will charge Customer overtime rates for all overtime hours Customer requires or permits the Assigned Employees to work. Unless listed in the order, overtime rates will be calculated by applying to Kelly's bill rate the same overtime multiple as Kelly is required to apply to the Assigned Employee's pay rate. Customer agrees to review and approve, by signature or electronically, a record of time worked by Assigned Employees. Customer will also designate a representative to approve the record. If a Customer representative is unavailable, Kelly's representative responsible for the Customer placement (or other Kelly representative authorized by Customer) may approve the record on Customer's behalf. Customer will be responsible for the full invoiced amounts, or Kelly's representative on Customer's behalf, approves. The services billed may be provided by Kelly Services Global, LLC, or Kelly Services USA, LLC, affiliates of Kelly or third-party staffing providers (collectively

"Staffing Providers"). Staffing Providers may provide the Services under this Agreement, and in such cases, Kelly will act as a collection agent on behalf of such Staffing Providers and bears no extracontractual liability other than that of collection agent. Additionally, Kelly warrants that Staffing Providers will be bound by the terms of this Agreement. Under the reimbursement arrangement between Kelly and Customer, Customer will reimburse Kelly for expenses of Assigned Employees, including meals and entertainment. Customer is subject to the fifty percent (50%) deduction limitation of Internal Revenue Code Section 274(n).

5. Payment Terms. Payment for services is due upon Customer's receipt of Kelly's invoice. Kelly reserves the right to charge past due accounts 1.5% interest per month when account is thirty (30) or more days past due. Any dispute to an invoice must be communicated within thirty (30) days of issuance of such invoice, or Customer waives the right to object to the invoice and will be held accountable for payment. If this Agreement is terminated by Kelly or Customer, or Customer disputes any amount invoiced by Kelly, Kelly shall be timely paid (in accordance with the payment terms in Section 5) by Customer for all fees/services that are not in dispute. Once disputed amount is resolved, if Customer fails to pay Kelly any charge or fee when due, Customer shall be liable for a late charge equal to one-and-one-half percent (1 1/2%) per month on the outstanding amounts beginning on the due date, and Customer shall be responsible for reasonable attorneys' fees incurred by Kelly to collect the outstanding amount.

6. Conversion and Transition of Assigned Employees. Customer acknowledges that Kelly incurs substantial expenses for recruiting, testing, training and retaining its Assigned Employees, and Customer agrees to obtain the services of each Assigned Employee only through an order with Kelly. If Customer wishes to obtain the services of an Assigned Employee by hiring them (a "conversion"), or by placement, arrangement, or contract from another source (a "transition"), Customer will compensate Kelly at the conversion rates in the Business Summary.

7. Issue Resolution and Indemnification. Kelly and Customer expect to resolve issues that arise with respect to performance of this Agreement through business discussion and conciliation. In the unlikely event that resolution efforts are unsuccessful, each party agrees to indemnify the other party (and its officers, directors, and employees) for claims, losses, penalties, and damages (and reasonable legal fees) to the extent they arise from the indemnifying party's violation of law or material breach of this Agreement, including obligations listed in section 2.

8. Indemnification Process. To obtain indemnification, a party must promptly notify the other party, cooperate in resolving the claim, and (when liability to third parties is involved) yield reasonable control of the claim's resolution to the other party. Neither party is obligated to provide or commit itself to indemnity while the underlying matter is still pending.

9. LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUES, OR GOODWILL ARISING OUT OF THIS AGREEMENT. THIS INCLUDES ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER PARTY WAS ADVISED IN ADVANCE OF POSSIBILITY OF SUCH DAMAGES. KELLY'S ENTIRE LIABILITY TO CUSTOMER WILL NOT EXCEED PROVEN DIRECT DAMAGES EQUAL TO PROFITS MADE BY KELLY UNDER THIS AGREEMENT OR \$10,000 PER OCCURRENCE, WHICHEVER IS LESS, UP TO A MAXIMUM NOT TO EXCEED \$100,000. KELLY'S AGGREGATE LIABILITY TO THE CUSTOMER FOR THIRD PARTY CLAIMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) SHALL BE LIMITED TO THE EXTENT OF KELLY'S INDEMNIFICATION OBLIGATIONS IN SECTION 7.

10. Term. This Agreement will continue in force unless one party gives the other party at least thirty (30) days' written notice of termination. Termination of this Agreement will end the staffing relationship, but this Agreement will continue to govern the parties' rights and obligations with respect to the business done before termination, including but not limited to conversion or transition of Assigned Employees.

11. General Terms. Notices, or communications required by this Agreement must be in writing and mailed (including electronic transmission) to the person indicated on the Business Summary. Nothing in this Agreement makes Kelly an agent, partner or joint venturer of Customer. The laws of the State of Michigan will govern this Agreement, without regard to its conflicts of laws rules. Neither party will be responsible for failure or delay under this Agreement because of force majeure events or other causes beyond its control. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies. This Agreement contains all of the terms between Customer and Kelly on the subject of staffing services for the jobs and locations specified; it replaces all prior agreements and representations on the subject. Modifications to this Agreement must be in writing signed and dated by both parties. Forms that may be used by the parties in their staffing relationship such as purchase orders, timecards, and invoice recitals will not supersede, supplement, modify, or control this Agreement.