

Master Services - Terms and Conditions

Provision of Contract & Temporary Resource



This Master Services Terms and Conditions ("Master T&Cs") is made by and between Human Capital Ventures Inc., a Michigan corporation with its principal place of business located at 900 Wilshire Drive, Suite 202, Detroit, Michigan 48307 through its branch offices, subsidiaries, and affiliates (collectively, "HCV") and the entity for whom the services are provided (the "Company"). All introductions of the HCV Resources whether in reply to a specific job order by the Company or those presented by HCV as likely to be of interest to the Company will be subject to this Master T&Cs. All capitalized terms used in this Master T&Cs are defined below.

Any act by the Company including, the contacting of HCV for assistance on a Requirement, the acceptance of a HCV Resource for an Assignment, the use in any way of information relating to the HCV Resources, or the direct or indirect employment or engagement of any HCV Resource referred by HCV shall constitute an agreement of the Company to be bound by and subject to the Master T&Cs.

1. DEFINITIONS

- A. **Assignment** - means when a HCV Resource who is employed by HCV is placed by HCV to perform work at the Company on a staff augmentation basis.
- B. **Company** - means any third party including business entities, divisions of government, and quasi-governmental agencies to assist in the operation of their business which is the recipient of Services from HCV and includes such third party's parent, subsidiaries, and affiliates.
- C. **Compensation** - means the HCV Resource's total first year wages (whether paid on a salaried or hourly basis) including estimated commissions and bonuses, signing bonus, in addition to the financial value of other specialized perquisites such as the use of a Company vehicle, transportation allowance, and all other specialized perquisites (i.e. club memberships, etc.) regardless and whether or not paid directly or as a sole proprietor, employee or shareholder/member of a consulting firm or a staffing company. If paid on an hourly basis, the first year wages shall be determined by multiplying the hourly rate to be paid (directly or indirectly) by 37.5 hours per week times 52 weeks.
- D. **Conversion Period** - means a period of twelve (12) months after the later of the last date on which the HCV Resource performed Work for the Company or the date on which HCV introduced a HCV Resource that was not placed on an Assignment at the Company.
- E. **Conversion Fee** - means an amount equal to twenty-five percent (25%) of the HCV Resource's or the Referred HCV Resource's Compensation.
- F. **Effective Date** - means the earlier of the date that the Company places its first Requirement or the date that HCV submits information regarding a HCV Resource to Company in response to a general need of the Company.
- G. **End User** - means another third party to whom the Company refers a HCV Resource who directly or indirectly hires, engages or otherwise uses the services of the HCV Resource for any position (direct, temporary, seasonal or otherwise).
- H. **Engage** - means a work relationship of any description under which the HCV Resource is to provide any services for the benefit of the Company including, but not limited to, an engagement as an independent contractor or employment which is temporary, project or direct ("permanent") whether direct in nature, or indirectly through an intermediary, by contract through a third party or otherwise other than through HCV. "Engagement" and "Engaged" shall have corresponding meaning.
- I. **HCV Resource** - means any worker provided by HCV to the Company at the Company's request to work on an as needed basis to work under the Company's direction, control, and supervision and subject to the terms and conditions set forth in this Master T&Cs.
- J. **Prime Rate** - means the prime rate most recently calculated and reported by the Wall Street Journal (or its successor) a certain date.
- K. **Referred** - means the providing of information by HCV or by a HCV Resource in any manner or means of communication, whether or not such information includes the HCV Resource's name, which enables the Company to identify the HCV Resource or relate such information to the HCV Resource, already identified and whether or not provided in response to a request from the Company or an unsolicited submission HCV believes to be of interests to the Company. "Refer" and "Referral" shall have corresponding meaning.
- L. **Requirement** - means document which sets forth the description and scope of the Assignment to be filled by a HCV Resource and its primary duties, the estimated start and end dates, billing rate and other relevant information as provided by the Company.
- M. **Services** - means staff augmentation services provided by HCV on a supplemental staffing basis to the Company to assist in the

operation of their business from time to time at the Company's request.

- N. **Tool Box** - refers to standardized procedures that HCV and/or the HCV Resources have developed to provide the Services or perform the Work.
- O. **Tools** - shall have the same meaning as set forth in Section 9.
- P. **Work** - means the services performed by a HCV Resource on an Assignment.

2. TERM

These Master T&Cs shall be effective as of the Effective Date and shall govern the relationship between the parties relating to the placement of the HCV Resources on Assignment to the Company and all work performed by the HCV Resources on an Assignment from the until these Master T&Cs are terminated by either party as provided herein.

3. SERVICES PROVIDED UNDER REQUIREMENTS

- A. All Services are provided to the Company on a non-exclusive basis. Unless specifically set forth in a Requirement all HCV Resources are provided to the Company on an hourly basis as needed.
- B. Each time HCV receives a request from the Company such request for HCV to source a HCV Resource is subject to these Master T&Cs.
- C. Once HCV has sourced a HCV Resource and the Company has accepted the HCV Resource proposed for placement on the Assignment, HCV will prepare a Requirement. The Company and HCV shall sign the Requirement and once signed by both HCV and the Company. Unless specifically provided otherwise in the applicable Requirement, all Requirements are subject to these Master T&Cs. If the Company wishes to change the scope of the Assignment on any Requirement, wishes additional duties, or otherwise wishes to change the terms of the Requirement, it must contact HCV to discuss such changes and shall not negotiate or make changes with any HCV Resource without HCV's participation and written agreement.
- D. To the extent that the terms and content of any Requirement are contrary to or conflict with the terms of these Master T&Cs, the terms of these Master T&Cs will take precedence, provided that, if any notices or Requirement is intended to supersede the terms of these Master T&Cs, the notice or Requirement shall expressly state: "This language shall supersede any conflicting provisions in the Master Services Terms and Conditions."
- E. HCV and the Company agree that for purposes of FICA, FUTA and income tax withholding, as well as for purposes of any pension plan or health benefit plan maintained by the Company for its own employees, the HCV Resources performing Work under these Master T&Cs are not employees of the Company.

4. HCV'S RESPONSIBILITIES

- A. HCV will locate HCV Resources with the qualifications, experience, and other prerequisites that the Company has specified.
- B. HCV shall be responsible to ensure payment is made to all the HCV Resources for all Work performed for the Company.
- C. HCV shall solely determine the level of compensation to be paid to an HCV Resource.
- D. HCV will ensure that all required Employment Eligibility Verification forms are completed for each HCV Resource prior to placement on the Assignment.
- E. HCV's screening process does not routinely include all forms of drug testing and background checking. HCV will, if requested by the Company and for an additional fee, perform or obtain legally-permissible drug testing and background checks for the prospective HCV Resources prior to placement on an Assignment at the Company.

5. CLIENT'S RESPONSIBILITIES

- A. The Company will provide HCV with accurate details for each Requirement including job duties, job description, timing and scope of Assignment. The Company will not require any HCV Resource to perform any duties beyond those that are called for in the Requirement for such Assignment. The Company will promptly notify HCV in the event there is any material change in the Requirement including a change in the job duties of the HCV Resource.
- B. The Company has the opportunity to interview all of the HCV Resources (including replacements) prior to their commencement of any Work for the Company. HCV shall have no liability to the Company if HCV Resources are determined by the Company not to meet its requirements or possess the skills and abilities that the Company requires. Except as otherwise provided herein, or in the applicable Requirement, the Company shall not be relieved of making payments to HCV for the Work performed by the HCV Resource up to the time that the HCV Resource is terminated from an Assignment.
- C. The Company is responsible for properly and directly supervising the HCV Resources in performing the Work on the Assignment and is solely responsible for its business operations, products, services, and intellectual property. The Company will exercise good judgment and management relating to the day-to-day supervision of HCV Resources.
- D. The Company will provide a safe work environment for the HCV Resources including but not limited to maintaining its premises and work areas in compliance with all applicable health and safety laws and regulations. The Company will provide appropriate supervision and training, specifically tailored to the requirements of the Assignment, including all applicable federal and state OSHA (or similar) safety and hazardous materials training. The Company will comply, at its own expense, with the directives of HCV's Risk Management Department, or any governmental agency, as they relate to changes in the workplace that are intended to provide a safer work environment for the HCV Resources. The Company at its own cost and expense shall provide and/or ensure use by the HCV Resource of personal protective equipment and clothing, as required by law or as deemed necessary by HCV. HCV shall have the right to inspect the Company's premises at any time to ensure that a safe workplace is being provided the HCV Resources. The Company shall indemnify, defend and hold harmless HCV from any and all losses (including fines, costs and attorneys' fees), and claims of any kind, which HCV may incur, or which may be claimed against HCV as a result of any alleged violation by Company or HCV of any federal, state OSHA (or similar) laws, at the work site of the HCV Resources.
- E. The Company will properly supervise, control, and safeguard its premises, processes, or systems, and not permit the HCV Resources to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without HCV express prior written approval or as strictly set forth in the applicable Requirement.
- F. The Company shall exclude the HCV Resources from its benefit plans, policies, and practices, and not make any offer or promise relating to the HCV Resource's income or benefits. The Company has no authority to alter, change, or increase the income and/or benefits of the HCV Resources without HCV's express agreement.
- G. (1) The Company will timely report all hours worked by the HCV Resources and will not pay any HCV Resource directly or request any HCV Resource not to correctly report all time worked on behalf of the Company. The Company will not request or permit the HCV Resource to provide any Work "off the clock" nor will the Company compensate the HCV Resource in any manner other than through HCV.
(2) The Company shall notify HCV in writing of any expenses that the HCV Resource is authorized to incur on behalf of the Company and shall submit the approval of such expenses for reimbursement on a weekly basis no later than 5:00 pm EST on the Monday of the week following the week when the expenses were incurred. The Company shall be invoiced for the amount of the approved expense plus an additional administrative fee of two (2%) percent of the gross invoice amount.
(3) The Company is responsible for compliance with all applicable state and federal wage and hour laws related to the HCV Resources performing Work at the Company's designated location(s), including, but not limited to, ensuring that all legally required rest and meal periods are taken by the HCV Resources, complying with all recordkeeping requirements, ensuring that any alternative workweek schedules comply with state and

- federal law, and by not permitting the HCV Resources to work hours in excess of the hours reported to HCV for payment. To the extent the Company violates this Section, the Company will indemnify HCV for any loss or liability caused or incurred.
- (4) The Company shall approve and release to HCV the weekly electronic time record for the hours that the HCV Resources worked on the Assignment by 5:00 p.m. EST on the Monday day of the week following the workweek when the Work was performed. The Company acknowledges that the approved time records are the basis on which HCV pays the HCV Resources. The Company's approval authorizes HCV to bill the Company for all hours indicated and the Company's acceptance of the Work performed by the HCV Resource. The Company's failure to timely approve the time record shall be a breach of these Master T&Cs; and payment for the Work performed is still due to HCV. If there is a dispute related to the time worked by the HCV Resource, the Company shall notify HCV and shall provide information substantiating the dispute. The Company shall approve and pay for all undisputed time pending resolution of the dispute and shall promptly pay for the balance when the dispute is resolved.
 - H. The Company shall notify HCV immediately in the event of a work-related illness or injury to the HCV Resource, the occurrence of any incident involving the HCV Resource, or if any discrimination, sexual harassment, or retaliation complaint involving the HCV Resource is made or otherwise received.
 - I. The Company will notify HCV promptly if the Company should decide it no longer wishes to accept the services of the specific HCV Resource. HCV will be responsible for ending the assignment of the HCV Resource. Under no circumstances will the Company request the termination of the HCV Resource for any illegal reason (i.e. retaliation or in violation of any law, rule, or regulation).

6. TERMS AND CONDITIONS OF PAYMENT.

- A. The Company will be invoiced weekly at the bill rate specified on the Requirement applicable to the specific Assignment and the HCV Resource. The invoice is based on hours shown on the time record or the HCV Resource detail reports from time and attendance systems plus the amount of any preapproved expenses and the applicable administrative fee. The HCV Resources are presumed to be nonexempt under the Fair Labor Standards Act and similar state laws and are required to be paid premium pay for overtime. HCV will invoice the Company the special rates for premium work time only when the HCV Resource's Work on the Assignment to the Company, viewed by itself, would legally require premium pay and the Company has authorized, directed, or allowed the HCV Resource to work such premium work time. The Company's special billing rate for premium hours will be the same multiple of the regular billing rate as HCV is required to apply to the HCV Resource's regular pay rate.
- B. All invoices are DUE AND PAYABLE UPON RECEIPT. All invoices remaining unpaid more than thirty (30) days after the earlier of the date of the invoice, or the date of the Conversion Fee becomes due, will incur a late fee on the past due amount of the lesser of four (4%) percent per annum above the Prime Rate as determined as of the business day immediately following the due date of the invoice or the highest rate permitted by applicable law. Invoices that are not disputed by the Company within ten (10) days after the invoice date will be presumed correct. If a portion of any invoice is disputed, the Company will timely pay the undisputed portion and shall promptly provide HCV with the basis and documentation to support any dispute. If for any reason, an invoice or the Conversion Fee remains unpaid after the due date, the Company shall be liable for all fees, costs, expenses, collection agency fees, and attorney's fees incurred by HCV in obtaining payment of the amount due, whether or not litigation is commenced.
- C. In addition to the bill rates specified in the Requirement applicable to the Assignment, the Company will pay HCV the amount of all new or increased labor costs associated with the HCV Resources on the Assignment to the Company that HCV is legally required to pay—such as statutory wage increases, benefits, payroll taxes, any federal or state mandated programs or benefits, or charges linked to benefit levels—until the parties agree on new bill rates for the Assignment.
- D. HCV incurs substantial cost and expense in locating, advertising, and otherwise sourcing the HCV Resources and the list and access to the HCV Resources is a substantial asset of HCV. The loss of use or access to the HCV Resource for future assignments would result in a financial loss to HCV. Therefore, the Company agrees not to directly or indirectly solicit, employ, engage, refer or cause any other person or entity (including

another staffing company or an End User) to solicit, employ, Engage, or use the HCV Resource, during the Conversion Period. If the Company violates this covenant, the Company must notify HCV promptly, and in no event more than seven (7) days after Engagement by the Company or the End User of the HCV Resource of the violation and advise HCV of the amount of the total guaranteed first year's Compensation to be paid to the HCV Resource and their start date and pay the Conversion Fee within fifteen (15) days of the HCV Resources Engagement. HCV reserves the right to request supporting documentation of the HCV Resource's Compensation including, but not limited to, copies of signed offer letters, employment agreement, and paystubs. If requested, such additional documentation shall be supplied by the Company to HCV within seven (7) days from the request. In the event that HCV later determines that the information provided by the Company was inaccurate, it reserves the right to invoice the Company for a supplemental Conversion Fee and the Company agrees to promptly pay such additional invoice. If the Company or an End User directly or indirectly Engages a HCV Resource during the Conversion Period, Company shall promptly pay to HCV as liquidated damages and not as a penalty, a Conversion Fee in for each violation. If the HCV Resource is referred by Company to an End User during the Conversion Period and the HCV Resource is directly or indirectly Engaged by the End User within the Conversion Period, Company shall pay the Conversion Fee to HCV. Company and HCV agree that the amount fixed herein as the Conversion Fee is reasonable under the circumstances existing at the date of these Master T&Cs.

- E. Company warrants that it is able and willing to pay for the Services provided by HCV and the Work performed by the HCV Resources under these Master T&Cs. Company will provide HCV with credit and financial information, as requested, including credit and financial references which Company agrees that HCV may contact to obtain information about Company. If HCV determines that the Company's credit rating or financial condition is unsatisfactory to HCV, in its sole discretion, then HCV may terminate these Master T&Cs and any Requirement or Assignment upon notification to the Company or in the alternative require other payment terms.

7. GUARANTEES

- A. Notwithstanding the foregoing, if HCV is notified during the first day of a HCV Resource's Assignment that the Company is not satisfied with the quality of work of the HCV Resource, HCV will provide the Company with a replacement HCV Resource and will not charge the Company for the hours worked by the HCV Resource.
- B. If HCV sends a specified number of HCV Resources pursuant to the Company's headcount request, and the Company turns away some or all of the HCV Resources without providing HCV Resources with work, HCV will bill the Company four (4) hours for each requested HCV Resource turned away by the Company.

8. TERMINATION OF SERVICES

- A. These Master T&Cs will continue in effect unless or until terminated by the Company or HCV by the terminating party giving not less than 30 days' prior notice to the non-terminating party. The Company will not terminate these Master T&Cs prior to the anticipated expiration date as set forth in any outstanding Assignment or Requirement (including any extensions thereof).
- B. The Company and HCV agree to notify each other no less than ten (10) business days prior to the termination of any HCV Resource from an Assignment regardless of whether such termination comes before, is coincident with, or follows the termination date set forth in a written Requirement covering such Assignment. However, the Company may terminate the services of the HCV Resource immediately upon notice to HCV when termination is due to matters beyond the control of the Company. In the event that HCV plans to terminate or reassign the HCV Resource performing Work for the Company under these Master T&Cs, it shall give the Company at least five (5) days prior notice. If the HCV Resource performing Work under these Master T&Cs terminates their relationship with HCV, and whether or not such termination is in violation of the HCV Resource's agreement with HCV, HCV shall notify the Company of such termination as soon as possible after receipt of notice from the HCV Resources and shall use its best efforts to replace the HCV Resource unless otherwise agreed by the parties. HCV shall have no liability to the Company for the early termination by the HCV Resource or if the HCV Resource is otherwise terminated due to matters HCV deems to require such early termination.
- C. HCV may immediately terminate or suspend these Master T&Cs and any current Assignment or pending Requirement in the event of non-payment by the Company of any invoice when due

or if it otherwise becomes insecure regarding payment of future invoices. Either party may immediately terminate these Master T&Cs and any outstanding Requirement and any Assignment upon a party's bankruptcy or insolvency or discontinuance of operations. The completion of an Assignment or the termination of the HCV Resource while on an Assignment shall not terminate these Master T&Cs or any Requirement unless otherwise agreed by HCV and the Company.

- D. In the event of termination of the HCV Resource, an Assignment, or the termination or suspension of these Master T&Cs by either party for any reason whatsoever, the Company shall be responsible to immediately pay HCV for all Services rendered and Work performed by the HCV Resource through the effective date of termination.
- E. All provisions of the Master T&Cs that by their terms extend beyond the termination of the Master T&Cs shall survive such termination and remain in full force and effect.

9. OWNERSHIP OF WORK

HCV agrees that all material, documentation, deliverables and other tangible expressions of information including but not limited to software programs and software documentation, designs, technical data, formulae, and processes, whether in final production or draft, which result from any Work performed by the HCV Resource under these Master T&Cs shall be deemed to be "works for hire" and all rights, and all title and interest, including any copyright, patent rights and all other intellectual property rights, shall belong exclusively to the Company unless some other arrangements have been agreed to by both parties or by the Company and the HCV Resource in writing. Notwithstanding the foregoing, all rights and interest relating to the "Tool Box" used for performing the Work will remain the property of HCV and/or the HCV Resource as the case may be. The term "Tool Box" refers to standardized procedures that HCV and/or the HCV Resources have developed to provide the Services or perform the Work. In the event that HCV and/or the HCV Resource is required to create certain standard development tools and/or standard routines or processes ("Tools") for performing the Work or providing the Services under any Requirement, HCV and the HCV Resource reserve the right to reuse, copy and distribute, in their sole discretion and without royalty or any other obligation, such Tools.

10. OTHER TERMS AND CONDITIONS

HCV and the Company agree to the following additional terms and conditions with respect to the HCV providing the HCV Resources to the Company:

- A. (1) HCV shall require or provide workers' compensation insurance for the HCV Resources in amounts required by law. HCV shall be responsible to handle the HCV Resource's work-related claims and complaints; and shall obtain compliance with the Affordable Care Act as it pertains to the HCV Resources.
- (2) HCV does not furnish insurance to cover damage or physical loss caused by the operation of any vehicle or machinery operated by the HCV Resources for the Company's benefit or at the request of the Company. Company agrees to accept full responsibility for any claim arising from the HCV Resource being asked by the Company, or one of its supervisors, to operate machinery or equipment, or drive a vehicle, whether owned or rented by either Company or HCV Resource.
- (3) HCV does not maintain errors and omissions or professional liability insurance on HCV Resources that it provides to the Company. The Company agrees to review and approve all work performed by the HCV Resources prior to accepting the work. The Company agrees that it will assume sole and complete responsibility, and indemnify and hold HCV harmless, for any and all losses or claims that result from the HCV Resource having rendered a professional opinion or committed any other alleged error or omission in the performance of his/her duties for the Company.
- B. (1) The Company assumes sole and complete responsibility, and indemnifies and holds HCV harmless, for any losses or claims that result from the HCV Resource having been assigned by the Company the responsibility for handling or possession of any cash, securities or other valuables; and for any losses or claims that result from the HCV Resources having been entrusted by the Company with any unattended property or premises regardless whether HCV was aware that the HCV Resource was performing such Work.
- (2) The Company shall not to permit or request the HCV Resources to work offshore, on or above water, in or under the ground, off the ground or outside of the state where initially assigned without HCV's express written consent.
- C. HCV is not the Company's legal partner, co-venturer, principal, agent, insurer, or representative. Neither HCV nor the HCV Resources have any claim to the Company's revenues related

to their work. Company is solely responsible for meeting its goals for profits, costs, production, and scheduling. The HCV Resources have no authority to bind HCV to any promises, agreements, or obligations.

- D. Unless the Requirement specifically states otherwise; HCV is not undertaking to provide the Company with a specific solution to a particular problem. Accordingly, HCV does not warrant or guarantee that the HCV Resources will produce a solution to the Company's particular problem or need. The HCV Resources are provided to augment the Company's existing capabilities to perform such professional services as the Company may direct and supervisor.
- E. The Company grants HCV permission to use the Company's name and logo in HCV recruitment advertising and other recruiting efforts and activities.
- F. HCV may use subcontractors to provide the services hereunder, including the right to use a third party employer to employ certain of the HCV Resources.
- G. Inasmuch as HCV's business does not involve its access to or use of the Company's confidential information, no knowledge, possession or use of such information will be imputed to HCV as a result of the HCV Resource's access to it.

11. INDEMNIFICATION AND GENERAL OBLIGATIONS

- A. (1) The Company shall indemnify, defend and hold harmless HCV from any and all losses (including court costs and attorneys' fees), and claims of any kind, which HCV may incur, or which may be claimed against HCV as a result of the Company's material breach of any of its responsibilities under these Master T&Cs; any unsafe condition or alleged violation by the Company of any federal, state, or local laws, including OSHA, at the work site of the HCV Resources assigned to the Company; and the acts, efforts or omissions of the HCV Resources while performing services for the Company; claims by any third party relating to the Company product, services or business activities; the conduct of the Company or its officers, employees, and agents including the violation or breach of any law, statute, or regulation.
- (2) HCV will indemnify, defend and hold the Company harmless from any and all losses (including court costs and attorneys' fees), and claims of any kind, which the Company may incur, or which may be claimed against the Company as a result of HCV's material breach of its responsibilities under Section 4 of these Master T&Cs. HCV's limit of liability hereunder shall be the amount of fees that the Company has paid HCV during the twelve (12) months immediately preceding the date the loss or claim incepted.
- (3) Notwithstanding any provisions to the contrary, in no event will either party be liable to the other for any consequential, exemplary, special, or punitive damages, lost profits, interest, penalties or fines regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages except that the Company shall be liable for Conversion Fees) arising out of these Master T&Cs or any Assignment whether in an action for or arising out of breach of contract, tort, or any other cause of action.
- B. The Company acknowledges that is an equal employment opportunity employer, and Company agrees that it will not harass, discriminate against or retaliate against any HCV Resources on the basis of race, religion, national origin, age, sex, disability, marital status or any other category protected by law. The Company represents that it has in place policies prohibiting harassment in the workplace (including sexual harassment). The Company further agrees not to engage in, nor permit any agent or employee of the Company, its vendors, or other third-party at the Company's worksite to engage in, any practice that constitutes discrimination, sexual harassment or other illegal harassment, or retaliation of the HCV Resources.

12. MISCELLANEOUS

- A. The relationship of the parties to each other is that of independent contractors. Neither party shall be deemed to be the legal representative of the other nor shall either party act for or on behalf of the other party without the express prior written approval of the other party. Nothing contained in the Master T&Cs is intended to, or should be construed to create a partnership, agency, joint venture or employment relationship between the parties.
- B. The Master T&Cs constitutes the entire agreement between the parties relating to the provision of supplemental staffing services by HCV to the Company and supersedes any and all agreements, either oral or written, between HCV and the Company with respect to the Services provided by HCV hereunder including, the Assignment of and the Work performed

by HCV Resources, and contains all of the covenants and agreements between HCV and the Company with respect to the rendering of such Services and the performance of such Work. These Master T&Cs consists of severable and independent undertakings; therefore, the invalidity or unenforceability of any part or parts thereof shall not render any other part or parts invalid or unenforceable.

- C. Any waiver by HCV of any part of the Master T&Cs shall not be construed as HCV's waiver of any other parts of these Master T&Cs, or as waiver of HCV's right to subsequently enforce the same part of these Master T&Cs. Only a written instrument provided to the Company by HCV may modify these Master T&Cs; provided that such modification will only apply to Referrals of Candidates made after the effective date of such modification. (The Company may not modify these Master T&Cs without HCV's written acceptance of the modification.) The article and section headings contained in these Master T&Cs are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Master T&Cs.
- D. The Master T&Cs and all of its provisions are binding on and shall inure to the benefit of HCV and the Company and their respective successors and permitted assigns, but neither these Master T&Cs nor any of the rights, interests, or obligations hereunder may be assigned by either party without the prior written consent of the other except that HCV may assign any or all of its rights and delegate its duties under these Master T&Cs without the consent of the Company to any subsidiary or affiliate of HCV, to the purchaser of all or substantially all of HCV's assets or stock, or any other successor to HCV's business.
- E. Any notice or communication with respect to the Master T&Cs shall be in writing sent by personal delivery; or by nationally recognized overnight delivery service; or United States mail, postage prepaid, registered or certified mail return receipt requested addressed to:
 - (i) the Company at the address that HCV has on record or to such person and address as the Company shall designate to HCV in a writing sent in accordance herewith; and
 - (ii) HCV to the attention of the President and sent to the address set forth in the introduction to these T&Cs or such other address or person as HCV shall designate to the Company in a writing sent in accordance herewith. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein.
- F. The parties acknowledge that these Master T&Cs and each signed Requirement is the result of continual and ongoing negotiation between the parties; and the parties have arrived at these Master T&Cs through the exercise of equal bargaining power. No portion of these Master T&Cs shall be construed against HCV as the drafter of this document and instead these Master T&Cs shall be construed as if the Company and HCV jointly participated in the drafting of the Master T&Cs.
- G. The Master T&Cs shall be governed by, and interpreted and construed in accordance with, the laws of the State of Michigan, without regard to conflicts of law principles. The parties hereby irrevocably: (1) agree that any suit, action or other legal proceeding arising out of these Master T&Cs shall be brought exclusively in any state court located in Oakland County, Michigan or in the US Federal Court for the Eastern District of Michigan, which is the location of HCV's principal office and the venue where the Master T&Cs are deemed made by the parties and the Company consents to the jurisdiction of each such court in any such suit, action or proceeding; and (2) waive any objection which they may have to the laying of venue of any such suit, action or proceeding in any of such courts.
- H. **Waiver of Right to Jury Trial** THE PARTIES HERETO WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, OR CAUSE OF ACTION ARISING HEREUNDER, RELATED HERETO, OR IN ANY WAY CONNECTED WITH, RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE; AND EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
- I. In the event of a dispute under these Master T&Cs, the prevailing party shall be entitled to recover its reasonable legal fees and expenses from the unsuccessful party. In the event of a settlement of such a dispute, each party shall pay its own legal fees and expenses, unless the settlement agreement provides otherwise.