

Experis

2050 E. ASU Circle

Suite 120

Tempe, AZ 85284

**Supplier Packet Instructions**

Please keep this entire packet together. All forms, including this instruction sheet, must be completed and returned to Experis before a Supplier can be approved. Incomplete packets will not be processed. If you have any questions, please contact contract services at [SubcontractorProgram@experis.com](mailto:SubcontractorProgram@experis.com).

Please note that you may not begin providing services to Experis until you have been approved and the approval process cannot start until we receive a fully completed Supplier packet from your company.

The Subcontractor Services Agreement contains the mandatory terms and conditions which Experis must flow-down to its subcontractors to remain in compliance with our client agreements.

**Documents to be returned:**

1. Supplier Agreement and all exhibits attached herein
2. State issued Articles of Incorporation (Organization) or state issued Certificate of Good Standing
3. Certificate of Insurance on Acord Form (requirements listed on pages 14 and 15 of this packet)
4. Completed IRS Form W-9 (Please use most recent version on IRS website)
5. Minority Business Certification (if applicable)

\*\*Please note: All documents in this packet requiring signature must be signed by an owner or corporate officer of the company.

You may return your completed packet via email to: [SubcontractorProgram@experis.com](mailto:SubcontractorProgram@experis.com). Make sure you include your company name in the subject line of your email. Please copy your Experis sponsor on the email. We will accept scanned or electronic signatures.

**\*\*Please complete the information required in the first paragraph of the agreement (next page)**

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**MASTER SUPPLIER SERVICES AGREEMENT**

**(FOR PROFESSIONAL RESOURCING)**

**THIS MASTER SUPPLIER SERVICES AGREEMENT** (the “**Agreement**”) effective  enter effective date  (the “**Effective** **Date**”) is by and between Experis US, Inc. (“**Experis**”), a Wisconsin corporation, with a principal location at 2050 E. ASU Circle, Suite #120, Tempe, Arizona 85284, and  enter company name  (“**Supplier**”), a/an  enter location of formation   enter business entity type: corporation or limited liability company  with a principal location at  enter company address .

Whereas, Experis is in the business of locating temporary professional resources for its clients (all such clients are referred to herein collectively as “**Client**”);

Whereas, from time to time, Experis desires assistance from Supplier(s) in fulfilling Client requests;

Whereas, Supplier desires to supply professional resourcing services on an as needed basis on behalf of Client;

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree to the terms and conditions set forth in this Agreement.

### **1. PURCHASE ORDERS**

Supplier and Experis agree that a purchase order, in the form attached hereto and made a part hereof as Exhibit B (“Purchase Order”), shall be executed by Supplier and Experis prior to the commencement of Supplier’s services or the assignment of Supplier’s personnel for a Client. Each Purchase Order will specify the job description, the length of the engagement, the negotiated bill rate (from Supplier to Experis), the name of the individual provided by Supplier to perform the services (“**Supplier Personnel**”), Supplier Personnel’s status, pay rate and the location for the services. Supplier agrees to perform services set forth in a signed Purchase Order in accordance with the terms and conditions of this Agreement and any signed amendment or addendum to this Agreement. No costs and/or expenses (ex. travel, living and/or training) will be paid or reimbursed, except as authorized by Client and specified for in the Purchase Order. Any expenses must be submitted for reimbursement in accordance with the Experis expense reimbursement policy. Experis will have the right to extend the term of a Purchase Order in conjunction with the needs of a Client, not to exceed a total of (2) years, upon written notice to Supplier, which notice may be via email. Notwithstanding anything to the contrary herein, Experis is under no obligation to use Supplier’s services or to issue any Purchase Orders to Supplier.

1. **DUTIES OF SUPPLIER**
   1. Employment Law Requirements and Authorizations. Supplier is the sole employer of all Supplier employees, including Supplier Personnel. Supplier certifies that Supplier Personnel assigned to perform services on behalf of Client and any other Supplier employee(s) providing services on behalf of Client shall be: a) 18 years of age or older and b) either U.S. Citizens or eligible to work in the United States. Supplier further certifies that it is in compliance with the Immigration Reform and Control Act, including all worker eligibility and I-9 verification procedures, the Fair Labor Standards Act and all equal opportunity employment and non-discrimination laws and regulations, including Executive Order 11246, with respect to all Supplier Personnel. Notwithstanding anything to the contrary, in no event will any Supplier Personnel be deemed to be an employee of Experis or Client by virtue of his/her assignment hereunder.

Supplier is solely responsible for the following on behalf of all Supplier Personnel: payment of all compensation, including but not limited to salary and benefits; maintaining personnel and payroll records; paying, withholding and transmitting payroll taxes; making unemployment and social security contributions; payment and resolution of any unemployment claims; administration of workers’ compensation claims and payment of workers’ compensation benefits; and removing any Supplier Personnel at the request of Experis or Client. Neither Experis nor Client shall have any obligation to provide any form of compensation or Worker’s Compensation coverage on behalf of Supplier Personnel.

Pre-Placement Screening. Supplier agrees to recruit, interview, screen and present qualified candidates to Experis. Supplier further agrees to conduct and to pay for, without reimbursement from Experis or Client, the background checks described in Exhibit A. Supplier shall use its best efforts, through skills assessment and other means, to ensure that Supplier Personnel have the necessary qualifications to perform the services set forth in the respective Purchase Order. If directed by Experis, Supplier agrees to conduct and to pay for, without reimbursement from Experis or Client, any additional background checks, drug tests and/or pre-assignment checks that may be required by Client.

Employee Waiver. Supplier Personnel will not be entitled to holiday pay, allowance, accrual or payment of vacation or paid time off, disability, insurance, pensions, retirement plans, or any other rights, benefits or privileges offered or provided by Client or Experis to their respective employees. Supplier will require Supplier Personnel to sign an employment agreement including language consistent with the foregoing, a copy of which will be made available by Supplier upon Experis’ or Client’s request. Supplier warrants that it will obtain Supplier Personnel’s written agreement to the form of Individual Acknowledgement attached hereto and made a part hereof as Exhibit C. Supplier further warrants that it will obtain the written agreement of any Supplier Personnel to comply with the terms of any documents or obligations required by a specific Client prior to the placement of such Supplier Personnel at a Client site. Supplier agrees to provide copies of any and all such written agreements to Experis and/or the Client upon request.

* 1. Supplier Warranties.

1. There is no claim, lien or action that exists or is threatened against Supplier that would interfere with Experis’ rights under this Agreement or impair Supplier’s ability to perform services hereunder.
2. Supplier warrants that all information provided by Supplier about itself and about Supplier Personnel is complete and accurate to the best of Supplier’s knowledge, including, but not limited to all information that Supplier provides in connection with a completed Exhibit A and all information relating to Supplier Personnel as set forth on the Purchase Order. Supplier authorizes Experis to verify all Supplier Personnel information provided in conjunction with this Agreement, including, but not limited to, previous employers, educational records and references.
3. Supplier warrants that Supplier Personnel are not restricted from providing services to Experis and/or the Client by any employment or other agreements and will not create any conflict of interest. Supplier agrees to advise Experis in writing prior to the assignment of a Supplier Personnel at a Client hereunder if such Supplier Personnel has ever worked for such Client previously.
4. Supplier agrees that once it submits to Experis a resume or other information regarding any individual proposed as Supplier Personnel for placement at a specific Client, Supplier will not submit such individual either directly to such specific Client or indirectly to such Client through any other vendor without the prior written approval of Experis, which approval shall not be unreasonably withheld.
5. Supplier will not remove, terminate or reassign any Supplier Personnel during the term of a Purchase Order, except to the extent permitted pursuant to Section 6(c).
6. Supplier’s services and the services of Supplier Personnel will be provided utilizing reasonable care and skill in accordance with customary industry standards. In the event that Supplier breaches this warranty, Experis shall notify Supplier in writing describing the deficiency. Supplier agrees to promptly re-perform such services that failed to meet this standard of care. If the deficiencies in the services cannot be corrected to the satisfaction of Experis or Client, or if Client demands an immediate refund of amounts paid for the deficient services, Supplier will promptly refund to Experis any amount paid by Experis for such deficient services.
7. Supplier warrants that its franchises, divisions, departments, and branches (if any), comply with the terms of this Agreement and any related policy and procedures. Under no circumstances will any special arrangement be made for compensating a Supplier franchise. Notwithstanding anything to the contrary contained herein, Supplier shall remain liable for all obligations, services and functions performed by all subcontractors or franchises, whether approved or unapproved, to the same extent as if such obligations, services and functions were performed by Supplier.
8. Supplier agrees to comply with the Experis Social Responsibility Policy and Experis Code of Business Conduct and Ethics, in accordance with the following link: <https://manpowergroup.com/ethics/code-of-business-conduct-and-ethics>

* 1. Client Contact. Except as otherwise directed by Experis, Supplier will deal directly and exclusively with Experis with respect to Supplier’s services hereunder and with respect to Supplier Personnel, and will not communicate directly with Client regarding such. The parties agree that this restriction is not intended to restrict or prohibit necessary day-to-day communication between Supplier Personnel and Client with regard to the services being performed. In no event will Supplier or Supplier Personnel act in such a way as to disrupt or impair Experis’ relationship with Client. Supplier must supervise any of its subcontractors approved hereunder to ensure that such approved subcontractors deal directly and exclusively with Supplier with respect to the provision of services hereunder, and not with Experis or Client. Supplier shall work to ensure that Supplier Personnel do not contact Client to discuss payment concerns and/or Supplier’s failure to provide payment to Supplier Personnel. Any violation of this Section by Supplier and/or its approved subcontractors will be considered a material breach of this Agreement.
  2. Non-Competition. During the term of this Agreement and for a period of one (1) year thereafter, Supplier agrees that it will not provide or attempt to provide, or advise or assist others to provide, any services to Client. During the term of any Purchase Order and for a period of one (1) year after the termination of services under such Purchase Order, Supplier agrees that it will not provide the services of the Supplier Personnel assigned under such Purchase Order, either directly or indirectly through another party, to the same Client hiring manager or Client business unit or to a Client in connection with the same Client project or engagement that was the subject of such Purchase Order. The parties agree that a breach of this Section 2(d) may give rise to irreparable harm to Experis and acknowledge that remedies at law are not adequate. Accordingly, Experis has the right to seek equitable and injunctive relief, as well as to seek appropriate monetary damages from Supplier and/or Supplier Personnel in the event of a breach of this Section.
  3. Hiring of Personnel. During the term of this Agreement and for a period of twelve (12) months after its termination or completion of services hereunder, Supplier and Supplier Personnel agree that they will not solicit for hire, hire, or advise or assist others with the opportunity to do the same, any (i) employees or contractors of Client; (ii) employees or contractors of Experis; and/or (iii) employees or contractors of other suppliers who are on assignment with Client or had been on assignment with Client during the previous six (6) months. During the term of any Purchase Order under this Agreement and at any time thereafter, Client shall have the right to offer employment to and/or to hire, or facilitate the transition of employment to a third party, any Supplier Personnel who is providing or has provided services under a Purchase Order, without the payment of any fee or charge. In addition, during the term of any Purchase Order under this Agreement and at any time thereafter, Experis may offer employment to and/or hire, or facilitate the transition of employment to a third party, any Supplier Personnel who is providing or has provided services under one or more Purchase Orders for a total of three (3) months, without the payment of any fee or charge to Supplier. Notwithstanding anything to the contrary contained herein, Experis or Client may offer employment to and/or hire, or facilitate the transition of employment to a third party, any Supplier Personnel providing services under a Purchase Order, without any liability to Supplier for the payment of any hiring fee in the event that (i) Supplier or its subcontractor(s) fails to perform any material obligation it has to its Supplier Personnel, whether pursuant to an employment agreement or applicable federal, state, or local laws, (ii) Supplier is in breach of this Agreement or a Purchase Order beyond the applicable cure period (if any), (iii) Supplier does not accept a rate reduction that is mandated by Client or (iv) Supplier files for bankruptcy, becomes or is declared insolvent, is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar proceedings, makes an assignment for the benefit of all or substantially all of its creditors, takes any corporate action for its winding-up, dissolution or administration, or recklessly or intentionally makes any material misstatement as to its financial condition. Supplier agrees to release any Supplier Personnel and Supplier will cause its approved subcontractor(s) to release their Supplier Personnel from the terms of any restrictive covenant or other agreement which may inhibit or restrict the ability of such Supplier Personnel from accepting an offer of employment by or providing service to Experis or Client, in accordance with this Section. This release shall include, but not be limited to, any agreement obliging such Supplier Personnel to pay sums of money, including placement fees, to Supplier; however, Supplier shall not be obligated to release its Supplier Personnel from Supplier’s right to recover any advances on salary or vacation time made to such Supplier Personnel. Supplier agrees to indemnify and hold harmless Experis and Client, and their respective officers, directors, owners, contractors, and employees, and any Supplier Personnel for any and all losses, costs and other liabilities incurred, including reasonable attorneys’ fees, relating to Supplier’s failure to release the Supplier Personnel or failure to cause any subcontractor to release the Supplier Personnel from the terms of restrictive covenants or other agreement in accordance with this Section.

# Notification of Accidents. Supplier agrees to immediately notify Experis of any injury or accident occurring while Supplier Personnel are performing work for Client and any claim for workers’ compensation benefits involving Supplier Personnel.

* 1. Subcontracting. Supplier may not subcontract any services to be provided hereunder without the prior written approval of Experis, which approval will be granted or withheld in Experis’ sole discretion. Experis’ approval of a proposed subcontractor shall not be deemed to be an approval of further subcontracting of such services to a sub-tier subcontractor. Experis must approve all tiers of subcontracting, including any independent contractors, prior to the commencement of a Supplier Personnel’s services on behalf of Client. Supplier agrees to obtain the written agreement of any approved subcontractor to comply with the terms and conditions of this Agreement, including the restriction on subcontracting contained in this Section, and any Client specific documents or obligations as specified in a Purchase Order or an exhibit, amendment or addendum to this Agreement. Supplier shall be Experis’ sole point of contact regarding work performed by subcontractors hereunder. Supplier shall provide Experis with prompt written notice of all actual or potential disputes with any subcontractors providing Supplier Personnel hereunder, including, and without limitation, breaches, defaults, insolvencies, defects in subcontractor’s goods or services, and work stoppages. When requested by Experis, Supplier will provide written assurance of payment to subcontractors, and if Supplier refuses to provide such assurance, Experis will have the right to contact subcontractors to verify that such subcontractors are being paid by Supplier for any services provided this Agreement. Failure of Supplier to strictly comply with this Section shall constitute a material breach by Supplier of this Agreement.

**3. DUTIES OF EXPERIS**

* 1. Communication. Experis will facilitate initial communication between Supplier Personnel and Client.
  2. Problem Resolution. Experis will use best efforts to resolve any Supplier questions or billing discrepancies in a timely manner.
  3. Training. If required for the assignment of Supplier Personnel at Client, Experis will train Supplier’s designated account manager with respect to Client policies and procedures that may be adopted or implemented from time to time. In this situation, Experis will facilitate initial communication between Supplier and Client.

**4. MUTUAL DUTIES**

1. Permits and Licenses. Both parties will maintain in effect during the term of this Agreement any and all federal, state and/or local licenses and permits which may be required in connection with performance of this Agreement.
2. Cooperation. The parties agree to cooperate fully and to provide assistance to each other in the investigation and resolution of any complaints, claims, actions or proceedings which may be brought by or involve any Supplier Personnel.
3. Relationship. This Agreement shall not create a partnership or joint venture relationship between Experis and Supplier but rather, each shall operate as independent entities. Neither party shall be deemed to be the legal representative of the other or have authority to bind the other.
4. Federal Government Contracts and Subcontracts. Experis does business with the United States Government and is an equal employment opportunity and affirmative action employer.  Therefore, the parties hereby incorporate by reference the federal law requirements of 41 Code of Federal Regulations Sections 60-1.4(a)(1) to (7) and (c), 60-250.5, and 60-741.5, if and to the extent applicable under the law.
   * 1. **PAYMENT**
5. Invoicing. As used herein, “Billable Time shall mean time worked by Supplier Personnel that has been approved by an authorized representative of Client. Supplier will cause all Supplier Personnel performing work to submit their Billable Time to Experis, in such manner as determined by Experis, which may include, but is not limited to, submittal of Billable Time using Client timecards, through the electronic timecard feature of a software application provided by Client, and/or through the electronic timecard feature of the software application provided by Experis (“Software”). The Billable Time submitted through the Software will serve as the Supplier’s only invoice to Experis and any other invoice issued by Supplier shall be null and void. Supplier’s use of the Software for timekeeping and/or invoicing hereunder and/or other purposes, if provided by Experis, will be pursuant to the terms and conditions of the end-user license agreement attached hereto as Exhibit D and, if provided by a Client, will also be pursuant to the terms and conditions of that end-user license agreement, which Experis will provide separately to Supplier and which Supplier agrees to sign and return to Experis. Supplier Personnel must input their weekly Billable Time into the Software by noon on the Monday immediately following the week in which work was performed. Supplier is solely responsible for verifying that Supplier Personnel have input complete and accurate information regarding their Billable Time within the required time period. If Supplier Personnel are required to submit Billable Time via multiple timekeeping methods, Supplier shall ensure that such Billable Time is reported identically through the multiple timekeeping methods. If required by Experis, Supplier shall be solely responsible for collecting printed copies of all electronic timesheets reflecting the Billable Time entered by Supplier Personnel into the Software. If required by Experis, Supplier will also cause Supplier Personnel to provide Experis with a printed copy of Billable Time every Monday. Supplier must report any incomplete or inaccurate information regarding Supplier Personnel’s Billable Time to Experis immediately. Supplier acknowledges and agrees that under no circumstances will Experis have any obligation to invoice Client or pay Supplier for Billable Time submitted to Experis after the lesser of (i) forty five (45) days after the performance of the Client-approved services or (ii) the Billable Time submittal requirements included in an agreement between Experis and Client.
6. Payment. Experis shall pay Supplier’s undisputed invoices for Billable Time of Supplier Personnel within ten (10) business days of Experis’ receipt of payment from the Client, subject to the Client’s billing frequency. Experis will apply against Supplier’s invoices those discounts, rebates and similar charges that Client applies to Experis’ invoices for the services of Supplier and Supplier agrees to accept such adjusted payment as payment in full for such invoices.
7. Expenses. Supplier will submit invoices to Experis for reasonable and necessary costs and expenses incurred in connection with providing the services hereunder to the extent that such costs and expenses are included in a Purchase Order and approved in writing by Client. Such invoices will be submitted with a completed and approved Supplier Personnel expense report and must include all requested supporting documentation. Supplier acknowledges and agrees that under no circumstances will Experis have any obligation to invoice Client or pay Supplier for expenses submitted to Experis after the lesser of (i) forty five (45) days after the expense was incurred or (ii) the expense submittal requirements included in an agreement between Experis and Client. Experis shall pay Supplier’s undisputed invoice for Client-approved expenses within ten (10) business days of Experis’ receipt of payment from the Client for such expenses, subject to the Client’s billing frequency.
8. Condition of Payment. **Supplier acknowledges and agrees that Experis is only obligated to pay Supplier for services provided and the reimbursable expenses incurred in connection with such services hereunder, if and only to the extent Experis receives payment for such from Client or Client’s payment agent and timely invoiced in accordance with this Agreement.** Supplier further acknowledges and agrees that if Client refuses or fails to pay Experis for Supplier’s services or expenses, Experis shall have no liability for such payment, except to the extent that Client’s failure or refusal to pay such amounts is based solely upon Experis’ material breach of this Agreement or Experis’ agreement with Client, in which case the parties will work together to resolve the billing discrepancy. Upon written notice from Experis, which notice may be via email, Experis may withhold payment to Supplier and/or Supplier will refund to Experis any payments previously made for the billable hours or expenses in the event: (i) Client fails to pay, recovers through an off-set, or demands a refund from Experis based on Supplier’s breach of any terms or conditions of this Agreement, Supplier’s or Supplier Personnel’s fraud or misconduct, or Client’s dissatisfaction with Supplier Personnel’s performance; (ii) Client is adjudged insolvent or bankrupt and Experis is ordered to repay to Client any sums paid by Client to Experis because such payment is deemed a “preferential payment” under the United States bankruptcy laws or similar state insolvency laws; and/or (iii) Experis has a bona fide and good faith reason to believe that Client will not pay for Supplier’s services.
9. Price Maintenance. The negotiated rates set forth in the relevant Purchase Order and contained in the Software will remain in effect throughout the duration of a Supplier Personnel’s assignment for Client and will include all of Supplier’s costs incurred for providing such services except for reimbursable expenses as provided in Section 5(c) above. Notwithstanding the foregoing, Supplier agrees to negotiate with Experis in good faith to reduce the negotiated labor rate of any Supplier Personnel who is the subject of a Client-mandated rate reduction upon notification by Experis (which notification may be via email). If Client mandates a rate reduction and Supplier fails to agree to a rate reduction, Experis may avail itself of the options set forth in Section 2(e).
10. Tax. Supplier shall pay all taxes levied or assessed against Supplier or Supplier's property, or imposed on Supplier, or required to enable Supplier to perform services under each Purchase Order. Taxes to be paid by Supplier include, but are not limited to, all sales and use taxes, licenses, fees, income taxes, franchise and personal property taxes, gross receipts taxes, gross margin taxes, indirect taxes (including VAT, GST & other non-U.S. indirect taxes) and all taxes or contributions imposed with respect to or measured by the wages, salaries or other compensations paid by or to Supplier including withholding taxes assessed by non-U.S. jurisdictions. Unless otherwise provided by a Purchase Order, all taxes, except for applicable state and/or local sales and/or use taxes, shall be included in the price of Supplier’s services. Unless a Purchase Order states that Supplier’s bill rate is inclusive of state and/or local sales and/or use taxes, any applicable state and/or local sales and/or use taxes due on services performed under each Purchase Order are the duty of Supplier to collect and shall be separately invoiced by Supplier as such pursuant to Experis’ direction. Experis will not be responsible for any penalties related to the tax obligations of Supplier. Supplier will be responsible for remitting applicable taxes. If Experis should pay any tax to Supplier and if it is later held that that tax was not due, Supplier will refund the amount paid to Experis, together with all related interest paid by the applicable taxing authority. However, Supplier shall not collect or include any sales and/or use taxes on services for which Experis or Client furnishes a properly completed exemption certificate, resale certificate, or a direct pay permit for the state in which the service is being done.
11. Offset. Experis may set off against any and all amounts otherwise to be paid to Supplier hereunder or under a Purchase Order against any and all amounts claimed in good faith to be owed by Supplier to Experis, Manpower Inc. or any Manpower Inc. subsidiary. Within thirty (30) days of any such set off by Experis, Experis shall provide to Supplier a detailed written accounting of such set off and a written statement of the reasons therefore.
12. Supplier Conduct. The full and faithful performance of this Agreement, including payment of any amounts owed by Supplier to any persons furnishing work, labor, services, material or equipment, is a condition precedent to Supplier’s ability to receive payments hereunder. Supplier warrants that any payment received pursuant to this Agreement shall be utilized to fulfill these aforementioned obligations and must not be diverted by Supplier for other purposes until such obligations have been discharged. In no event shall Supplier permit Supplier Personnel or Supplier’s subcontractors to conduct discussions with Client regarding Supplier’s payment of wages. Supplier warrants that it will conduct its business so as not to disrupt or distract from Client’s operations. In the event that Supplier breaches the warranties herein, Experis reserves the right to withhold further payments to Supplier pending Supplier’s submission to Experis of adequate assurances that Supplier has fulfilled such obligations and, if Supplier fails to promptly submit such assurances, Experis may terminate the Agreement in accordance with Section 6, avail itself of the options set forth in Section 2(e) and/or may make payments directly to Supplier’s subcontractors.
13. Payment for Overtime. Supplier shall not permit Supplier Personnel to work overtime hours, except upon written approval from Experis and Client. To the extent Supplier Personnel may be classified as exempt pursuant to applicable law or if Supplier Personnel work overtime without written approval from Experis and Client, Supplier will under no circumstances bill Experis for any overtime hours. Experis shall have no obligation to pay rates in excess of the amounts set forth in a Purchase Order, unless a higher rate has been approved in writing by Experis. Notwithstanding the foregoing, Supplier shall comply at all times with applicable law concerning payment of wages and overtime and shall be responsible for payment of required overtime to its Supplier Personnel, regardless of whether such overtime is authorized or reimbursable under this Agreement.

## **TERM AND TERMINATION**

1. Term. This Agreement will become effective as of the Effective Date and will remain in effect until otherwise terminated by either party pursuant to this Section 6.
2. Termination for Convenience. Experis may terminate this Agreement for any reason upon thirty (30) days written notice to Supplier. Supplier may terminate this Agreement for any reason upon ninety (90) days written notice to Experis.
3. Termination for Cause.
   * + 1. Either party may terminate this Agreement or Purchase Order immediately upon written notice to the other party in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations.
       2. Either party may terminate this Agreement or Purchase Order upon written notice to the other party in the event the other party fails to comply with the material terms of this Agreement, provided that such party will have thirty (30) days from receipt of notice to cure the alleged breach.
       3. Experis may terminate this Agreement or Purchase Order upon written notice to Supplier in the event Supplier fails to pay its employees or subcontractors in accordance with applicable law , provided that Supplier will have five (5) days from receipt of notice to cure the alleged breach.

1. Effect of Termination. Upon termination of this Agreement, Experis shall have no further obligations, except for payment for services completed by Supplier at the time of termination. Upon termination of this Agreement, Supplier will promptly return to Experis all property of Experis and Client, including, but not limited to, hardware, software, pagers, cell phones, office supplies, Confidential Information, Inventions and all records (in any form, format or medium). Should Supplier not return any of the aforementioned material within five (5) days of termination, in addition to any other remedies available at law or in equity, Experis may offset any amounts owed to Supplier by the reasonable value of any such material as determined solely by Experis. Purchase Orders will continue in full force and effect until the expiration of the Purchase Order term, unless terminated earlier in accordance with this Section.
2. Experis Options upon Termination. Notwithstanding any other provision of this Agreement, if Experis terminates this Agreement or any Purchase Order, but desires to have Supplier Personnel continue to work on behalf of the Client, Experis may at its option continue to pay Supplier in accordance with the payment procedures in Section 5 for such Supplier Personnel’s services at Supplier’s billing rate in effect at the time of the termination for any services performed by such Supplier Personnel. Furthermore, nothing herein shall preclude Experis from offering employment to any of Supplier’s Personnel after the termination of this Agreement.
3. Cancellation of Purchase Order. Notwithstanding any other provision to the contrary, Experis may terminate any Purchase Order, assignment or job order for any reason upon written notice to Supplier. Experis may provide any form of written notice for the purpose of terminating a Purchase Order, assignment or job order, including but not limited to notice via e-mail.

**7. INDEMNIFICATION AND LIMITATION OF LIABILITY**

1. To the extent permitted by law, Supplier agrees to defend, indemnify and hold Experis and Client and their respective parents, subsidiaries, directors, officers, agents, representatives and employees harmless of and from any and all claims, losses and liabilities, including but not limited to attorneys fees and other costs of defense arising from:
   1. the negligence, gross negligence, recklessness or willful misconduct of Supplier or Supplier’s officers, employees or authorized agents, including Supplier Personnel;
   2. the acts or omissions of Supplier or Supplier’s officers, employees or authorized agents, including Supplier Personnel;
   3. Supplier’s breach of its obligations under this Agreement;
   4. Supplier’s failure to comply with all applicable federal, state, and local laws including, but not limited to, the provisions of all anti-discrimination acts or statutes, the Americans with Disabilities Act, the Immigration Reform and Control Act, and the Fair Labor Standards Act;
   5. bodily injury or death of Supplier Personnel, regardless of cause;
   6. any co-employment and/or benefit related claim asserted bySupplier or Supplier Personnel;
   7. any claim asserting violation of any employment law;
   8. Supplier’s use or misuse of any third party Vendor Management System (“VMS”), including, but not limited to, any VMS software or technology provided by a third party; and/or
   9. any claim for which Experis is otherwise contractually obligated to defend Client.

b. The foregoing obligations shall apply regardless of any alleged concurrent or contributory negligence, whether active or passive, or strict liability of Experis or Client, except where the claims, losses or liabilities are determined by a court of competent jurisdiction to have been solely caused by the negligence or willful misconduct of Experis or Client.

c. Upon Supplier’s receipt of notice from Experis of a claim, loss or liability that Experis asserts to be covered under this paragraph, Supplier shall immediately commence a defense of Experis from any such claim, loss or liability by counsel of Experis’ choice at Supplier’s sole cost and expense. If Supplier disputes its obligation to indemnify, defend or hold harmless Experis, it shall nevertheless be required to defend such claim, loss or liability as set forth above, provided that if a court of competent jurisdiction determines that Supplier is not so obligated to Experis, then Experis shall be responsible to reimburse Supplier for all reasonable out of pocket costs incurred in defending Experis. Supplier shall not, under any circumstances, assert against Experis or Client any claim, counterclaim, cross-claim, third party claim, impleader or other cause of action, including but not limited to any claims for contribution, subrogation or express or implied indemnity, in any matter in which Supplier is defending Experis or Client pursuant to this paragraph.

d. **EXPERIS** **SHALL NOT BE LIABLE FOR OR REQUIRED TO INDEMNIFY SUPPLIER FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR DIMINUTION IN VALUE, REGARDLESS OF HOW CHARACTERIZED, WHICH ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY PERFORMANCE OR FAILURE TO PERFORM HEREUNDER, INCLUDING FOR INDEMNIFICATION, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE). NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, EXPERIS’S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT, FOR ANY TYPE OF COSTS, DAMAGES, ATTORNEY’S FEES, OR OTHER LIABILITY, INCLUDING THIRD PARTY CLAIMS AND INDEMNIFICATION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY EXPERIS TO SUPPLIER PURSUANT TO THIS AGREEMENT WITHIN THE consecutive twelve (12) MONTHS immediately PRECEDING THE CLAIM.**

**8. INSURANCE**

1. Supplier has procured at its own expense, and will maintain in effect throughout the Agreement and for two (2) years after services are performed, in at least the types and liability limits of the insurance coverage specified in Exhibit A.
2. All liability insurance shall designate Experis and Client and their respective affiliates, officers, directors, and employees as additional insured or loss payees. All such insurance must be primary and required to respond and pay prior to any other available coverage. Such insurance shall be with reputable companies authorized to do business in the state(s) where the work is to be performed with a current A.M. Best rating of “A-” or better. Supplier’s duty to procure and maintain the insurance policies pursuant to this Agreement is independent of Supplier’s indemnification obligation hereunder and any failure by Supplier to procure and maintain such insurance coverage shall not relieve Supplier from its indemnification obligation hereunder.
3. Supplier has procured, and will maintain in effect throughout the life of this Agreement, Workers' Compensation insurance in full limits as required by state law covering Supplier employees assigned to Client hereunder. At Experis or Client’s option and upon written notice, Supplier will undertake the defense of Experis and Client against any Workers’ Compensation claim brought by Supplier Personnel. Supplier will grant a waiver of subrogation in favor of Experis and Client with respects to Supplier’s Workers’ Compensation insurance.
4. Prior to the time services are commenced, Supplier shall have an ongoing obligation to provide Experis with a current Certificate of Insurance attesting to such insurance coverage. Such insurance shall provide that in the event of any material change in coverage or cancellation, at least thirty (30) days prior written notice shall be provided to Experis. Supplier will send the insurance certificates to the following address: 2050 E. ASU Circle, Suite 120, Tempe, Arizona 85284, attention: Manager – Vendor Operations.

### **9. INTELLECTUAL PROPERTY**

* 1. Any discoveries, inventions, concepts or ideas (including improvements and modifications thereto) made or conceived solely or jointly with others by any Supplier Personnel in connection with work to be performed hereunder will be the exclusive property of Client as “work made for hire” to the extent provided by sections 101 and 201(b) of the Copyright Act, 17 U.S.C. §§ 101, *et seq*. To the extent any discovery, invention, concept or idea will be determined not to be a “work made for hire,” Supplier hereby assigns, and agrees to assign, to Client, without additional compensation, all right, title and interest in such discovery, invention, concept or idea, including the copyright therein.
  2. Supplier agrees to execute all such instruments and confirmatory documents as Experis or Client may request to evidence or effect such assignment and provide Client or its designee all other reasonable assistance necessary to perfect and maintain whatever rights Client or its designee deem appropriate without charge to Experis, Client or its designee. Client will have the right to file and prosecute, at its own expense, all patent applications, whether U.S. or foreign, on said discoveries, inventions, concepts or ideas.Supplier will require Supplier Personnel to sign an employment agreement including language consistent with the foregoing, a copy of which will be made available upon request. Supplier will also disclose to Experis and the respective Client(s) all discoveries, inventions, enhancements, improvements and similar creations made, in whole or in part, by Supplier and/or Supplier Personnel arising out of the provision of services for such Client(s) under this Agreement.

**10. CONFIDENTIAL INFORMATION**

a. Supplier shall hold in confidence all business and technical information made available to Supplier or Supplier Personnel, directly or indirectly, by a Client or developed or acquired by Supplier or Supplier Personnel in performance of services under each Purchase Order (collectively "Confidential Information"), except:

(i) information which is in or becomes, without fault of Supplier, part of the public domain;

(ii) information which Supplier can show was received by Supplier from an independent third party that is under no obligation to the respective Client regarding the information;

(iii) information which Supplier can show was already in Supplier's or Supplier Personnel’s possession at the time the information was made available to Supplier or Supplier Personnel, directly or indirectly, from the respective Client; and

(iv) information required to be disclosed by law or valid legal or regulatory process, following notice by Supplier to Experis and the respective Client of the requirement to disclose and reasonable cooperation with any attempt by such Client to maintain the confidentiality of such Confidential Information.

1. Supplier shall not, without the prior written approval of the respective Client, use the Confidential Information which Supplier and Supplier Personnel are required to keep confidential hereunder for any purpose other than the performance of services under the applicable Purchase Order. Supplier agrees to obtain the written agreement of all Supplier Personnel to abide by the obligations of confidentiality imposed upon Supplier under this Section 10.
2. Neither Experis nor any Client shall have any obligation of confidence with respect to any information disclosed to Experis or Client by Supplier, and Experis and Client shall be free to use or disclose any or all of the information contained in any drawing, record or other document to third parties without any obligation to Supplier; except to the extent Supplier information is specifically covered by a separate, written confidentiality agreement. In the absence of any confidentiality agreement, Supplier shall not place any restrictive notices on any information, no matter the form of its recording, which Supplier provides to Experis or any Client hereunder. Should Supplier or Supplier Personnel place any notices on any drawing, record or other document, Experis and the respective Client are hereby authorized to nullify, obliterate, remove, or disregard those provisions.
3. Supplier Personnel must not reproduce in any way, divulge, or remove from the Client’s premises any tangible or intangible property whatsoever, except personal effects, which could reasonably be construed as constituting Confidential Information of any Client or the clients of any Client. All Client data or materials in the possession of Supplier or its Supplier Personnel at either the termination of or completion of services under this Agreement or individual Purchase Orders must be immediately returned to Client.
4. Supplier agrees that the terms and conditions of this Agreement and of each Purchase Order issued hereunder, including, but not limited to, rates and other financial terms, also constitute the Confidential Information of Experis and Supplier agrees not to disclose same to any party other than its own employees, attorneys, and/or accountants, having a need to know for the purposes of performing services hereunder, for the management of Supplier’s business and/or in connection with any claim arising in connection with this Agreement.
5. The parties agree that the disclosure or use of Confidential Information in breach of this Section 10 may give rise to irreparable harm to the injured party and acknowledge that remedies other than injunctive relief may not be adequate. Accordingly, Experis and Client have the right to seek equitable and injunctive relief to prevent the unauthorized disclosure or use of any of its Confidential Information, as well as to seek appropriate monetary damages.
6. **MISCELLANEOUS**

a. Survival of Certain Provisions. Except as expressly set forth herein, those provisions of this Agreement which by their terms extend beyond the termination or non-renewal of this Agreement will remain in full force and effect and survive such termination or non-renewal.

b. Severability. Each provision of this Agreement will be considered severable such that if any one provision or clause conflicts with or may not be given full effect because of existing or future applicable law, this will not affect any other provision which can be given effect without the conflicting provision or clause.

c. Entire Agreement and Amendment. This Agreement and the Exhibits attached hereto, together with the Purchase Orders issued hereunder, contain the entire understanding between the parties hereto, and supersede all prior agreements and understandings relating to the professional/technical services that is the subject matter hereof. Notwithstanding the foregoing, any purchase orders for services issued under an agreement between Supplier and Experis that are in effect as of the date of this Agreement shall automatically become Purchase Orders hereunder subject to the terms and conditions of this Agreement. Pre-existing supplier agreements or addenda or amendments that are by their terms limited to a specific identified Experis client only, will remain in full force and effect in accordance with their respective terms and conditions, and are not superseded by this Agreement. To the extent that there is a conflict between the terms and conditions of this Agreement and the terms and conditions of a pre-existing Purchase Order, the terms and conditions of this Agreement shall prevail. To the extent that there is a conflict between the terms and conditions of this Agreement and the terms and conditions of a Purchase Order issued hereunder, the terms and conditions of the Purchase Order shall prevail if so stated in such Purchase Order. Any services performed by Supplier in anticipation of the signing by both parties of this Agreement, a Purchase Order, or a written modification to this Agreement or a Purchase Order shall be done at Supplier’s sole risk.

d. Headings. The headings of the Sections of this Agreement are inserted solely for the convenience of reference. The headings will in no way define, limit, extend or aid in the construction of the scope, extent or intent of this Agreement.

1. Waiver. The failure of Experis to enforce the provisions of this Agreement will not be construed as a waiver of any provision or the right thereafter to enforce any provision of this Agreement. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by both parties.
2. Transferability. Supplier may not assign this Agreement, in whole or in part, without the prior written consent of Experis. The consent by Experis of the assignment or transfer of this Agreement shall not operate as consent to any subsequent assignment or transfer. This Agreement shall be binding upon the parties hereto, their successors, heirs and assigns, as permitted.
3. Ambiguities. The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of this Agreement.
4. Counterparts. The parties may execute this Agreement in any number of duplicate originals, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signature of all the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
5. Independent Contractor. (Corp to corp) Nothing contained in this Agreement will be construed to create the relationship of principal and agent, joint venture, partnership or employer and employee, between Supplier and Experis, or Supplier and Client. The relationship between the parties is and shall at all times be that of independent contractors
6. Notices. Except as expressly provided herein, any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, in the case of Supplier, sent to the address included in the preamble of the Agreement and, in the case of Experis, sent to the attention of its Vendor Operations department, 2050 E. ASU Circle, Suite 120, Tempe, Arizona   85284 (with copy to the Experis Corporate Law department, sent to the address included in the preamble of the Agreement).
7. Force Majeure. Neither party will be responsible for failure or delay in performance hereunder if the failure or delay is due to labor disputes, strikes (including but not limited to strikes of Client and/or Manpower), fire, riot, war, terrorism, pandemic, acts of God or any other causes beyond the control of the non-performing party.
8. Choice of Law and Venue. This Agreement will be governed in all respects, including validity, construction, interpretation and effect by the laws of the State of Wisconsin, without regard to its conflicts of law principles. Notwithstanding anything to the contrary, if Experis is bound by an agreement with its Client to a contrary provision regarding governing law, then the laws of the State referenced in the Client agreement shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement, without regard to conflict of law principles. The parties hereto consent to the jurisdiction of Wisconsin for the resolution of any disputes in connection with this Agreement. Notwithstanding anything to the contrary, if Experis is bound by an agreement with its Client to a contrary provision regarding venue, then the venue state referenced in the Client agreement shall govern.
9. Advertising and Publicity. Supplier shall not use the name, trademark, trade dress, service mark, trade name, proprietary product names, symbol or any abbreviation or contraction thereof owned by or referring to Experis or Client for the purpose of advertising, sales promotion, or other similar purposes and shall not publicly announce or disclose the terms and conditions of this Agreement without the prior written approval of Experis.

1. Compliance with Law. Supplier shall comply with all applicable national, state and local laws and regulations required for Supplier’s provision of services under this Agreement.
2. Right to Audit. Supplier shall keep adequate original records at Supplier’s principal place of business for a period of five (5) years following the completion of services provided hereunder to allow Experis to adequately substantiate (i) the applicability and accuracy of all charges, including employee wage and markup rates, (ii) Supplier’s payment of Supplier Personnel and Supplier subcontractors in accordance with applicable law and the terms of this Agreement, (iii) Supplier and Supplier Personnel’s full compliance with all terms and conditions of this Agreement and (iv) the financial solvency of Supplier. Supplier shall provide such records to Experis within five (5) business days of Experis’s request. In addition, Experis and its employees and agents have the right to inspect such records and shall be given access to records at any reasonable time upon request.All accounting records will be maintained in accordance with generally accepted accounting principles.
3. Third Party Beneficiary. Supplier agrees that each Client is a third party beneficiary of this Agreement as such relates to the services performed for it by Supplier and may enforce its rights either directly or indirectly through Experis. Notwithstanding the foregoing, Supplier further agrees that no Client shall have assumed any obligations or liabilities hereunder.

**IN WITNESS THEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the later date below.

|  |  |
| --- | --- |
| **Experis US, Inc.** | **For Supplier:** |
| By (signature): | By (signature): |
| Print Name: | Print Name: |
| Title: | Title: |
| Date: | Date: |

EXHIBIT A

SUPPLIER QUALIFICATION REQUIREMENTS

**PART I - GENERAL INFORMATION**

(PLEASE TYPE)

1. **Please state the full legal name of your company:**
2. **Please provide the street address of your company headquarters:**

1. **Is your company a disregarded entity or do you have a parent company?**

* **If yes, then the parent company needs to be listed first on the W9 and the tax ID listed on the W9 needs to be that of the parent company.**

1. **What is the Federal Employer Identification Number for your company?**
2. **Please specify what type of organization your company is:**

**Individual/sole proprietor or single-member LLC**  **C Corporation**  **S Corporation  Partnership**

**Trust/Estate  Limited liability company  Other**

* **If you are a Single-member LLC – Did you elect to pay taxes under your LLC tax ID or are you filing under your social security number? (If filing under your social security number please be sure to list your name, company name and social security number on the W9 form.)**

1. **How many W-2 employees are currently employed by your company?**
2. **How many non-employees are issued a Form 1099?**
3. **Please enter the number of years your company has been providing IT services:**
4. **Please list your company’s web site address:**
5. **List any issues concerning the financial health of your company (pending bankruptcies, accounting issues, and/or indications of potential financial distress).**
6. **Please list the name of the Experis contact that you have been working with:**
7. **What is the name of the Experis client(s) that your company will be providing service to during the initial engagement?**
8. **Please list a primary business contact for your company:**

**Name and Title:**

**Address:**

**Phone Number:**

**Email Address:**

1. **Please provide the contact information for your Accounting/Billing center:**

**Name and Title:**

**Address:**

**Phone Number:**

**Email Address:**

EXHIBIT A

SUPPLIER QUALIFICATION REQUIREMENTS (continued)

**PART II - INSURANCE REQUIREMENTS**

(1) Required insurance coverages:

(a) Commercial General Liability:

|  |  |
| --- | --- |
| **Coverage** | **Minimum Amounts and Limits** |
| Each Occurrence | $1,000,000 |
| Personal & Advertising Injury | $1,000,000 |
| General Aggregate | $2,000,000 |
| Products/Completed Operations Aggregate | $2,000,000 |

(b) Business Automobile Liability:

|  |  |
| --- | --- |
| **Coverage** | **Minimum Amounts and Limits** |
| Bodily Injury/Property Damage | $1,000,000 per occurrence |
| Combined Single Limit |  |

This policy shall include all Owned, Hired and Non-Owned Autos.

(c) Worker’s Compensation:

|  |  |
| --- | --- |
| **Coverage** | **Minimum Amounts and Limits** |
| Worker’s Compensation | Statutory Limits or $1,000,000 Each Accident in any state where there is no Statutory Requirement |
| Employer’s Liability | $1,000,000 Each Accident |
|  | $1,000,000 Disease/Each Employee |
|  | $1,000,000 Disease/Policy Limit |

The Worker’s Compensation coverage must include an Alternate Employer Endorsement.

1. Umbrella Excess Liability:

|  |  |
| --- | --- |
| **Coverage** | **Minimum Amounts and Limits** |
| Bodily Injury/Property Damage | $1,000,000 per occurrence |
| Property Damage | $1,000,000 aggregate |
| (Occurrence Basis) |  |

(e) Comprehensive Crime/Employee Dishonesty Insurance:

|  |  |
| --- | --- |
| **Coverage** | **Minimum Amounts and Limits** |
| Each Claim | $1,000,000 |

This policy must include Third Party coverage.

(f) Professional Liability/Errors and Omissions:

|  |  |
| --- | --- |
| **Coverage** | **Minimum Amounts and Limits** |
| Each Claim | $1,000,000 |

EXHIBIT A

SUPPLIER QUALIFICATION REQUIREMENTS (continued)

**PART III - INSURANCE REQUIREMENTS (continued)**

(2) Additional requirements:

(a) Policies described in 1(a)-(d) above shall specifically include a Waiver of Subrogation in favor of Experis and Client and their respective affiliates and all of their respective directors, officers and employees.

(b) Policies described in 1(a), (b) and (d) above shall name Experis and Client and their respective affiliates and all of their respective directors, officers and employees as Additional Insureds (Form 2010). Policy described in 1(c) above shall include an Alternate Employer Endorsement.

(c) All policies described above shall provide for thirty (30) days prior written notice to Experis and Client of any cancellation, non-renewal or material change of coverage.

(d) All policies described above shall be Primary and Non-Contributory.

1. Supplier will be solely and fully responsible for any deductibles or self-insured retentions and shall declare any deductibles or self-insured retentions that are in excess of $250,000.
2. Certificate holder should be listed as:

Experis US Inc.

2050 E ASU Circle, Suite 120

Tempe, AZ 85284

EXHIBIT A

**SUPPLIER QUALIFICATION REQUIREMENTS (continued)**

**PART IV - BACKGROUND CHECKS**

Before placement of Supplier Personnel at a Client hereunder, Supplier shall perform or have performed a criminal background check on such Supplier Personnel (including persons who are not US citizens or permanent residents of the US), to the fullest extent permitted by applicable law, which shall cover all counties in which the proposed Supplier Personnel was employed or resided for the past seven (7) years (on longer if required by law) and shall include the following:

* References
* Employment
* Education
* Professional License/Certifications (when indicated on candidate’s resume)
* Criminal History
* Drug Screen (if required by specific Client)

Supplier will not provide any Supplier Personnel who: (a) have felony convictions of any kind or misdemeanor convictions involving violence or dishonesty; (b) have a restriction (i.e., a court order or restrictive covenant) that would prevent the Supplier Personnel from providing services or impose limitations on the services provided; or (c) may present a higher than normal security risk to Experis or Client. Supplier will not provide any Supplier Personnel unless background checks in compliance with these requirements have been completed within the past year and are on file with Supplier. Immediately upon Experis’ or Client’s request, Supplier will provide documentation to verify compliance with these requirements. Supplier Personnel’s authorization form (signed by the Supplier Personnel authorizing the background check) must include language giving Experis and Client the right to review the results of the background check. Supplier’s failure to comply with these requirements will be a material breach of this Agreement.

## Experis logo **EXHIBIT B - SUPPLIER PURCHASE ORDER – Staffing Services**

***(For use only for Suppliers under Subcontractor Services Agreement)***

**THIS PURCHASE ORDER** (“**PO**”) is issued in accordance with the Subcontractor Services Agreement dated       , between Experis US, Inc (“**Experis**”) and        ("**Supplier**"). This PO authorizes the following Supplier Personnel to provide services to the specified Client under this Agreement.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Supplier Personnel Name: | | PO Term – Start Date:       until (a) terminated or (b) | | Anticipated End Date: |
| Labor Class (H1, Green Card, etc): | | Total Number of Hours Authorized: | | |
| Consultant Pay Rate: $  Consultant O/T Rate: $ | Mark Up %:      % | | Mark Up Amount: $ | Bill Rate to Experis: $ |
| O/T Allowed: Yes  No | O/T Rate/Hour: $ | | 8 Hr. Work Day  Other Work Day  Specify: | |
| Status of Supplier Personnel (check only **one**):  (a) W2 employee of Supplier: Yes  No  (b) An independent contractor of Supplier: Yes No  (c) A W2 employee of a subcontractor hired by Supplier: Yes  No  (d) Supplier Personnel is an independent contractor of a subcontractor hired by Supplier: Yes  No  Specify name of Supplier’s subcontractor if (c) or (d) are checked above:  ***NOTICE****: PRIOR WRITTEN APPROVAL IS ALWAYS REQUIRED FROM EXPERIS’ CONTRACT SERVICES DEPARTMENT FOR SUPPLIER TO USE NON-W2 EMPLOYEES AND FURTHER SUBCONTRACT ITS OBLIGATIONS UNDER THE AGREEMENT. IF SUPPLIER FAILS TO VERIFY THE STATUS OF THE SUPPLIER PERSONNEL LISTED HEREIN, OR FAILS TO OBTAIN PERMISSION TO FURTHER SUBCONTRACT ITS OBLIGATIONS HEREUNDER, SUPPLIER WILL BE IN BREACH OF ITS AGREEMENT WITH EXPERIS. EXPERIS RESERVES THE RIGHT IN THE EVENT OF SUCH BREACH TO CONTRACT DIRECTLY WITH SUPPLIER’S SUBCONTRACTOR AND SUPPLIER AGREES TO RELEASE ITS SUBCONTRACTOR FROM THE terms of any restrictive covenant or other agreement which may inhibit or restrict the ability of such SUBCONTRACTOR from CONTRACTING DIRECTLY WITH Experis.* | | | | |
| Description of Services: | | | | |
| Experis Client: | | | Experis Client PO#: | |

**INCORPORATION BY REFERENCE**: This Purchase Order when signed by Experis and Supplier will incorporate by reference all of the terms and conditions of the Agreement (and any signed amendment that pertains to the subject matter of this Purchase Order) and will form a part of the Agreement. Further, the terms of this Purchase Order will supplement and modify the terms of the Agreement to the extent set forth herein. The undersigned have read, understand, and agree to the terms and conditions herein, including any attachments hereto.

ADDITIONAL TERMS – (additional terms will be added if applicable during the onboarding process when PO is signed)

**For and on behalf of Experis:** **For and on behalf of Supplier:**

|  |  |
| --- | --- |
| By (signature): | By (signature): |
| Printed Name/Title: | Printed Name/Title: |
| Date: | Date: |

 **EXHIBIT C**

**SUPPLIER PERSONNEL  
INDIVIDUAL ACKNOWLEDGEMENT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, am an employee of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “**Supplier**”) and have been assigned to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Client**”) by Supplier in order to render services under an Agreement made by and between Supplier and Experis US, Inc. (“**Experis**”). In connection with the provision of said services, I acknowledge and agree to the following:

1. **EMPLOYMENT STATUS**.

I understand this is not an employment contract and that I am an employee of Supplier and not an employee of Experis or Client. Accordingly, neither Experis nor Client shall have any obligation to me with respect to any compensation (and any required withholdings thereto) due me for services I provide hereunder. In addition, I am not eligible to participate in any Experis or Client sponsored health insurance or other employee benefit plans, stock plans, 401(k) plans or any other employee benefits or programs under state or federal law.

2. **CONFIDENTIALITY OF PROTECTED INFORMATION**.

(a) **TREATMENT**.

At all times during and after my assignment, I shall hold Protected Information in strictest confidence; will not disclose Protected Information to any third party without the written consent of Client’s representatives authorized to grant such consent (except as required by law); shall take all reasonable steps to safeguard Protected Information; and will not use Protected Information for any purpose other than for purposes of completing my assignment for Client.

SAMPLE

(b) **PROTECTED INFORMATION**.

For purposes of this Agreement “**Protected Information**” shall mean (i) information that Client considers to be proprietary and/or confidential and which was previously or is hereafter disclosed or made available to me by Supplier, Experis or Client, including information relating to Client or its business, products or employees that becomes available to me due to my access to Client’s property, products, or employees, (ii) information that has been or is created, developed, conceived, reduced to practice or discovered by me (alone or jointly with others) using any Protected Information or any property or materials supplied to me by Supplier, Experis or Client; and (iii) information that was or is created, conceived, reduced to practice, discovered, developed by, or made known to me (alone or jointly with others) during the period of my assignment with Client.

For purposes of illustration, such Protected Information shall include, without limitation: inventions, discoveries, developments, improvements, trade secrets, know-how, ideas, techniques, technology, designs, processes, formulae, data and software programs or subroutines, source or object code, algorithms (collectively, “Inventions”); plans for research and development, new products, marketing and selling; budgeting and financial information; production and sales information including prices, costs, quantities and information about suppliers and customers; information about business relationships; and information about skills and compensation of Client’s employees, consultants or other agency personnel. The use and disclosure restrictions in this Section 2 shall also apply to proprietary or confidential information of a third party received by Experis or Client and disclosed to Supplier.

3. **RESEARCH RECORDS**.

If the services provided to Client by me involve work that consists of or that could lead to the development for Client of any products, inventions, technology, software or other proprietary material, then I shall maintain such records, research notes, data and other materials as may be necessary and in sufficient detail to reflect properly all work done and results achieved in performing services under Supplier’s agreement with Experis. All such material will automatically become Client's property when produced.

4. **OWNERSHIP**.

(a) **RETAINED RIGHTS AND ASSIGNMENT**.

All Protected Information and all patents, patent rights, copyrights, trade secret rights, trademark rights and other rights (including, without limitation, intellectual property rights) anywhere in the world in connection therewith is and shall be the sole property of Client. I hereby assign to Client any and all rights, title and interest I may have or acquire in such Protected Information (including any right to sue with respect to infringement thereof) during the period I render services for Client through Experis and after my assignment has ended. In that regard, and without limiting the foregoing:

(b) **INVENTIONS**.

I. **DISCLOSURE**. I will promptly disclose in writing to such person designated by the Client all Inventions and works of authorship, whether or not patentable, made or discovered or conceived or reduced to practice or developed by me, either alone or jointly with others, during the period that I am assigned to Client. I will also disclose to the person designated by Client all Inventions made, discovered, conceived, reduced to practice, or developed by me within six (6) months after the termination of my assignment to Client which resulted, in whole or in part, from my prior assignment to Client.

II. **ASSIGNMENT AND LICENSE**. I agree that all Inventions which I make, discover, conceive, reduce to practice or develop (in whole or in part, either alone or jointly with others) during the period that I am assigned to Client shall be the sole property of Client to the maximum extent permitted by law. If in the course of my assignment to Client, I incorporate into a Client product, process or machine a prior invention owned by me or in which I have an interest, the Client is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, sub-licensable, worldwide license to make, have made, modify, use, market, sell and distribute such prior invention as part of or in connection with such product, process or machine.

III. **EXCLUSION FROM ASSIGNMENT**. I have attached hereto as Exhibit C-1 a complete list of all Inventions or improvements to which I claim ownership and that I desire to remove from the operation of this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Inventions or improvements at the time of signing this Agreement

(c) **WORKS OF AUTHORSHIP**.

Any works of authorship that I may create in providing services to Client are “**works for hire**” under the United States Copyright laws and ownership in such shall automatically vest in Client. To the extent such ownership does not automatically vest in Client, I hereby irrevocably assign all right, title and interest in and to such works to Client as set forth above. Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights” (collectively “Moral Rights”). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, I hereby waive such Moral Rights and consent to any action of Client that would violate such Moral Rights in the absence of such consent.

(d) **COOPERATION**.

I agree to perform, during and after my assignment, all acts deemed necessary or desirable by Client to permit and assist it, at Client’s expense, in further evidencing and perfecting the assignments made to Client under this Agreement and in obtaining, maintaining, defending and enforcing patents, patent rights, copyrights, trademark rights, trade secret rights or any other rights in connection with such Inventions and improvements thereto in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. I hereby irrevocably designate and appoint Client and its duly authorized officers and agents, as my agents and attorney-in-fact to act for and on my behalf and instead of me, to execute and file any documents, applications or related findings and to do all other lawfully permitted acts to further the purposes set forth above in this Section 4, including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations or other rights in connection with such Inventions and improvements thereto with the same legal force and effect as if executed by me.

5. **CONFLICTS**.

I am not bound by, and will not enter into, any oral or written agreement with another party that conflicts in any way with my obligations to Client or Experis hereunder or any agreement made or to be made in connection herewith that involves the provision of my services to Client. In furtherance thereof I affirm that I am not obtaining any compensation for services provided to Client other than those provided to me by Supplier. I will not offer any gifts, lunches or other items of value to any employee of any Client.

6. **ADHERENCE TO CERTAIN CLIENT POLICIES**.

In addition to the restrictions set forth herein, I will adhere to Client general policies and rules applicable to Client’s regular employees, including, without limitation, those pertaining to drug testing and criminal background checks.

1. **PRIOR EMPLOYMENT STATUS**.

I represent and warrant that I have not been employed by Client except as indicated in the box below:

|  |
| --- |
| Please list dates and term of any prior employment with Client |

1. **NON-SOLICITATION OF OTHERS**.

I covenant and agree that for so long as I provide services to Client through Experis (and for a period of twelve months thereafter), I will not solicit or entice any person employed or had been employed during the preceding six (6) months by such Client or Experis or any consultant providing services or had been providing services during the preceding six (6) months to (or for) such Client or Experis to quit such employment or engagement.

1. **NON-COMPETITION**.

I covenant and agree that for so long as I provide services to Client through Experis (and for a period of six months thereafter), I will not, except through Experis, provide, attempt to provide, or advise or assist others to take advantage of an opportunity to provide any services to the Client hiring manager or Client business unit to which I provided services through Experis or in connection with the specific Client project or engagement I provided services for.

10. **ACCESS TO EXPERIS’ SYSTEMS AND SOFTWARE**.

I acknowledge that during my assignment at Client, Experis will grant to me a non-exclusive, non-transferable, non-assignable, royalty-free license to access through the internet and utilize certain owned or licensed application software (the “**Software**”) solely in connection with my assignment (including for inputting my billable time into Experis’ system for invoicing to Client and paying Supplier) and not for the use or benefit of any other party. I acknowledge that this license is personal and I shall not permit any third party to have access to or use the Software without the prior written consent of Experis. I acknowledge that Experis is not responsible for providing a communications line or other equipment necessary to access and use the Software or for the charges associated therewith. I agree to notify Experis immediately upon discovery of any unauthorized use of or access to the Software and will cooperate in every reasonable way to assist Experis to prevent further unauthorized use or disclosure. I further acknowledge and agree that Experis is providing access to and use of the Software on an “**AS IS/WHERE IS**” basis, without warranties or liabilities of any kind.

11. **THIRD PARTY BENEFICIARY**.

I acknowledge and agree that Client is a third party beneficiary of this Agreement and may enforce its rights either directly or indirectly through Supplier or Experis. Notwithstanding the foregoing, I further understand and agree that Client shall have assumed any obligations or liabilities to me hereunder.

**IN WITNESS WHEREOF**, the undersigned has set forth his/her hand and seals as of the date set forth below.

Supplier Personnel:

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



**EXHIBIT C-1**

**SUPPLIER PERSONNEL  
EXCEPTIONS TO INDIVIDUAL ACKNOWLEDGEMENT**

1. The following is a complete list of all inventions or improvements relevant to the subject matter of my assignment to Client that have been made or discovered or conceived or first reduced to practice by me or jointly with others prior to my assignment to Client that I desire to remove from the operation of my Individual Acknowledgement (to which this exception form is attached):

No inventions or improvements.  
  
 See below: Any and all Inventions regarding:  
  
 Additional sheets attached.

2. I propose to bring to my assignment the following materials and documents:

No materials or documents  
  
 See below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assigned Supplier Personnel Signature Date



**EXHIBIT D**

**END USER LICENSE AGREEMENT**

***(For use only for Suppliers under Subcontractor Services Agreement)***

**THIS USER LICENSE AGREEMENT** (“**EUL Agreement**”) is by and between Experis US, Inc. (“**Experis**”), and  enter Supplier Company Name  (“**Supplier**”).

**WHEREAS**, Experis and Supplier are parties to a Subcontractor Services Agreement under which Supplier provides or intends to provide temporary technical personnel to Experis for placement at various Experis clients (“**Agreement**”);

**WHEREAS**, Experis wishes to provide Supplier access to and Supplier wishes to access that web-based software application (the “**Software**”) owned or licensed by Experis in order to facilitate the transactions contemplated by the Agreement under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the promises contained herein, the parties agree as follows:

1. During the term of this EUL Agreement only, Experis grants to Supplier a non-exclusive, non-transferable, non-assignable, royalty-free license to access through the internet and utilize the Software solely in connection with the transactions contemplated by the Agreement and not for distribution, transfer, sale, or use for the benefit of any other party. This license is personal to Supplier and Supplier shall not permit any parent, subsidiary, or affiliated entity of Supplier or any third party to have access to or use the Software without the prior written consent of Experis. Supplier may not, nor will it allow any third party to, without Experis’ prior written consent: (a) decompile, disassemble, or reverse engineer the Software; (b) publish any performance or benchmark tests or analysis relating to the Software; or (c) otherwise use or copy the Software except as expressly provided herein. Supplier acknowledges that Experis is not responsible for providing a communications line or other equipment necessary to access and use the Software or for the charges associated therewith.

2. The term of this EUL Agreement shall commence on the earlier of the date Experis provides Supplier with access to the Software or the date that Supplier signs this EUL Agreement as indicated below. This EUL Agreement may be terminated by either party immediately upon written notice to the other. Upon termination of this EUL Agreement, Supplier’s rights to access and use the Software shall immediately cease.

3. Supplier acknowledges and agrees that the Software and all information disclosed to Supplier regarding the Software shall be considered “Confidential Information” of Experis and shall be subject to the terms and conditions of Section 12 of the Agreement.

4. Supplier agrees to notify Experis immediately upon discovery of any unauthorized use of the Software and will cooperate in every reasonable way to assist Experis to prevent further unauthorized use or disclosure. In the event of an actual or threatened breach of this EUL Agreement by Supplier, Experis shall have no adequate remedy at law and shall be entitled to: (a) all equitable remedies, including immediate injunctive relief (without bond and without the necessity of showing actual monetary damages) enjoining Supplier and/or Supplier’s personnel; (b) reasonable attorneys’ fees incurred in enforcing its rights hereunder; and (c) any other legal remedies that may be available.

5. Supplier acknowledges and agrees that Experis is providing access to and use of the Software on an “**AS IS/WHERE IS**” basis, without warranties of any kind. **EXPERIS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND OR NATURE WITH RESPECT TO THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.**

6. Experis agrees to indemnify and hold Supplier harmless from any claim, suit, or proceeding brought against Supplier to the extent that such alleges that the Software infringes on any United States patent, copyright, or trade secret held by a third party. Experis shall have no obligation hereunder if Supplier has misused or modified the Software or has used the Software in combination with programs or products not supplied by or authorized by Experis. Supplier must provide Experis with: (a) immediate written notice of any such claim, suit, or proceeding; (b) all necessary information and cooperation necessary for Experis to conduct a defense; and (c) sole control of the defense and settlement discussions. Following notification of any such claim, suit, or proceeding, Experis may: (d) obtain for Supplier the right to continue using the Software; (e) modify the Software so that it is noninfringing; or (f) terminate this EUL Agreement, in which case Supplier agrees to cease using the Software.

7. Except for Experis’ indemnity obligations set forth in Section 6 above, regardless of the basis of recovery claimed, whether under any contract, negligence, strict liability, or other theory, Experis’ aggregate liability with respect to the Software will be limited to the amount of any direct damages incurred by Supplier up to the amount of the license fee paid by Supplier to Experis for its use of the Software. EXPERIS SHALL NOT BE LIABLE FOR LOSS OR FOR DAMAGE TO RECORDS; DATA; COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; ANY MATTER NOT WITHIN ITS REASONABLE CONTROL; OR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, EVEN IF EXPERIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. This EUL Agreement, together with the Agreement, constitutes the entire agreement between Experis and Supplier with respect to its subject matter and supersedes any and all previous or contemporaneous agreements and understandings with respect to such subject matter. This Agreement may be amended only by written agreement of the parties which is signed by authorized representative of both parties. **Only an authorized Experis Contract Manager or Branch Manager may issue modifications to this Agreement.**  Should any provision of this Agreement be held invalid or unenforceable, such invalidity will not invalidate the whole of this Agreement, but rather that invalid provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force. Waiver by either party of the breach of any provision of this Agreement by the other party will not operate or be construed as a waiver of any subsequent, similar or other breach by the breaching party. This Agreement may be executed in any number of counterparts, each of which will be an original as against any party whose signature appears thereon and all of which together will constitute one and the same instrument. As used in this Agreement, "including" means "including without limitation". This EUL Agreement shall be governed by the laws of the State of Wisconsin without respect to its conflict of law provisions. Any lawsuits pertaining to this EUL Agreement, or to the services provided, shall be brought in the federal or state courts in the State of Wisconsin. Supplier consents to the exercise of personal jurisdiction over it by such courts.

**IN WITNESS THEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the later date below.

**For and on behalf of Experis:** F**or and on behalf of Supplier:**

|  |  |
| --- | --- |
| By: | By: |
| **Type/Print Name:** | **Type/Print Name:** |
| **Title:** | **Title:** |
| **Date:** | **Date:** |



**Vendor ACH/Direct Deposit Set-Up/Change Form**

For Experis and ManpowerGroup Public Sector please return completed form to: [remittance.detail@experis.com](mailto:remittance.detail@experis.com)

For Right Management please return completed form to: [RMapcustomerservice@manpowergroup.com](mailto:RMapcustomerservice@manpowergroup.com)

For ManpowerGroup please return completed form to: [ap.customerservice@manpowergroup.com](mailto:ap.customerservice@manpowergroup.com)

For TAPFIN please return completed form to: [remittance.detail@tapfin.com](mailto:remittance.detail@tapfin.com)

Account Status: Set Up New Account Change Current Profile

Company Name:       Date Requested:

Federal Tax ID Number or GST Number:

Email Address for Remittance Advice:

Company Contact and Telephone Number:

***Please attach ONE of the following acceptable forms of documentation:***

1. Voided check imprinted with company name

2. Copy of bank account identification on bank letterhead (must show routing/ABA number and account number)

3. Copy of bank statement (must show routing/ABA number and account number)

***If using a funding/factoring company, please attach relationship letter and bank letter with this form.***

**US Banking:**

|  |  |  |
| --- | --- | --- |
| Bank Routing/  ABA # (required) | Bank Name (required) | Account #  (required) |
|  |  |  |

**Canadian Banking:**

|  |  |  |  |
| --- | --- | --- | --- |
| Transit (Branch) Number (required) | Financial Institution # (required) | Bank Name (required) | Account #  (required) |
|  |  |  |  |

***If this is a change profile request, we will need the following information:***

Last 4 digits of old bank account number:

Last 3 payment amounts and dates:

Amount:       Date:

Amount:       Date:

Amount:       Date:

I hereby authorize TAPFIN/ManpowerGroup/ManpowerGroup Public Sector/Experis/Right Management to initiate credit entries into the account referenced above.

Vendor Representative Signature Date

Print Name

**\*\*Please Note: Direct deposit payments may take two to three payment cycles to become effective\*\***