

MISSIONSTAFF**Professional Staffing Master Services Agreement**

- **Parties.** This Professional Staffing Master Services Agreement ("Agreement") is made and entered into this **26th day of August, 2019**, by and between **Gray PD, LLC** (hereinafter referred to as the "**CLIENT**"), with its principal place of business located at 9 Dinner Pot Road, California, PA and **MissionStaff LLC**, a Pennsylvania corporation, with its principal place of business located at 100 N. 18th Ste. 550, Philadelphia, PA 19103 (hereinafter referred to as "**MissionStaff**").
- **Staffing Services.** At the request of **CLIENT**, **MissionStaff** agrees to recruit, interview, select, hire and assign consultants to provide services to **CLIENT**. As the employer of record for the consultants, **MissionStaff** also will: (i) maintain all necessary personnel and payroll records for its consultants assigned to **CLIENT**; (ii) compute their wages and withhold applicable Federal, State, and local taxes and Federal Social Security payments; (iii) remit employee withholdings to the proper governmental authorities and make employer contributions for Federal FICA and Federal and State unemployment insurance payments; (iv) pay net wages and fringe benefits, if any, directly to the consultants; (v) provide for liability, fidelity, and Workers' Compensation insurance coverage; and (vi) at the request of **CLIENT** for any valid legal reason, remove any of its consultants assigned to **CLIENT**, and replace any removed consultants with consultants of equivalent skills, knowledge, and experience, at the same billing rates as the removed consultants, provided, that this arrangement shall in no way affect the right of **MissionStaff**, in its sole discretion as employer, to hire, assign, reassign, and/or terminate its consultants. In doing so, **MissionStaff** represents and warrants that it is in full compliance with all federal, state, and local civil rights and employment discrimination laws and ordinances and that it shall not discriminate against any individual on the basis of race, creed, color, national origin, religion, sex, sexual orientation, gender identity, age, disability, marital status, veteran status, or any other legally prohibited characteristic in connection with services provided to **CLIENT**. **MissionStaff** further represents and warrants that (i) it shall maintain throughout the term of this Agreement at minimum: workers' compensation insurance, employer's liability insurance, and comprehensive general liability insurance with limits consistent with current industry standards, and (ii) it shall ensure that all consultants staffed to a **CLIENT** project shall be eligible to work in the U.S. and **MissionStaff** shall provide **CLIENT** a copy of any evidence thereof such as I-9 forms upon **CLIENT**'s reasonable request. **MissionStaff** shall indemnify, defend, and hold harmless **CLIENT** from any loss, liability, cost, expense, or damage arising from any claim (i) that **MissionStaff** failed to comply with federal, state, local civil rights or employment discrimination laws and ordinances, as well as all applicable wage and labor laws and regulations, tax and withholding laws and regulations, and any other laws, rules, and regulations applicable to the services provided to **CLIENT** or (ii) arising from **MissionStaff**'s breach of any material provision of this Agreement.
- **Inventions, Disclosures.** Any and all writings, inventions, improvements, processes, procedures and/ or techniques which a **MissionStaff** consultant may make, conceive, discover, or develop, during the term of his/ her employment with **MissionStaff** ("Work Product"), as well as all intellectual property rights related thereto, shall be deemed works made for hire under the applicable copyright laws, and it is intended that all Work Product shall be the sole and exclusive property of **CLIENT**. Without limiting the foregoing, **CLIENT** shall have all right, title and interest in all Work Product, including the exclusive right to obtain and hold in **CLIENT**'s own name copyrights, registrations and other appropriate statutory protections and neither **MissionStaff**, nor any of its consultants shall retain any rights of any kind in or to the Work Product. To the extent any Work Product is construed not to be a "work for hire," **MissionStaff** hereby assigns and transfers to **CLIENT** all right, title, and interest in and to such Work

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