

**Temporary Employment Agency Agreement**

This temporary employment agency agreement ("Agreement") is entered into as of 11/9/2017 between [REDACTED] Conquest Technical Associates, LLC ("CTA") and [REDACTED] Emonics, LLC ("Emonics"), both of which are located at [REDACTED] National Square Plaza, Suite # 411 Jersey City, NJ 07306.

**Recitals**

- A. **Conquest Technical Associates, LLC** (collectively referred to as "CTA" herein) require professional services ("temporary personnel").
- B. **Emonics, LLC** ("Emonics") is willing to provide temporary personnel to perform the Services on the terms and conditions stated in this Agreement.

Now, Therefore, the parties agree as follows:

**Terms and Conditions**

**1.) Service Agreement.** Company hereby agrees to perform the Services as agreed to in writing between the parties. CTA and Emonics shall agree upon the fees for such Services in writing. CTA agrees to pay for such Services as specified in this Agreement. For avoidance of doubt, email shall be considered acceptable written notice under this Agreement.

**2.) Personnel**

a.) **Selection: Substitutions.** Emonics shall provide CTA with personnel ("Staff") having professional qualifications as required for the Services. CTA may interview personnel assigned to perform the Services, and may request substitutions of personnel (consistent with applicable law), with reasonable advanced notice to Emonics to supply properly qualified substitute personnel in a manner consistent with timely and proper performance of the Services.

b.) **Employees of Company.** Emonics employees and subcontractors shall not be deemed employees of CTA. Emonics shall be solely responsible for paying salary and benefits, tax withholding, employment taxes and workers' compensation insurance, and complying with all other applicable laws, rules and regulations with regard to such employees and subcontractors. Emonics hereby agrees to indemnify, defend and hold harmless CTA from and against any and all liability relating to the employment status of such Staff. Notwithstanding anything to the contrary herein, CTA may terminate any of the Services herein upon immediate notice to Company.

c.) **Contract to Hire when applicable.** Prior written consent is required from Emonics to allow CTA or CTA's client to employ Emonics personnel performing Services to their client under this Agreement (including employees and subcontractors) in accordance with the fee schedule set forth on Exhibit B (fee percentages are based on the base salary for each such personnel).

d.) Emonics shall ensure that the members of its Staff assigned to perform the Services shall agree to be bound in writing by the terms and conditions of this Agreement, or by such other written agreement that confirms acceptance by such Company personnel of the essential terms of this Agreement or grants Emonics rights sufficient to support Emonics' performance, obligations, and grant of rights to CTA under this Agreement. Emonics shall provide CTA, upon request, with an executed copy of each such written agreement. In any event, Emonics shall remain liable and indemnify Emonics for the acts and omissions of Emonics and all Emonics personnel performing under this Agreement. CTA shall assume no responsibility or liability for the actions of Emonics or Emonics's personnel.