



CLIENT SERVICES AGREEMENT

GREENFORCE, LLC ("GREENFORCE") and HiFi Farms ("CLIENT") agree to the following terms and conditions for GREENFORCE'S provision of temporary workers to CLIENT:

1. GREENFORCE'S Duties and Responsibilities.

- a. Recruit, screen, interview, hire, and assign its employees ("Assigned Employees") to perform the type of work described on Exhibit A under CLIENT'S supervision at the locations specified on Exhibit A;
- b. Verify Assigned Employees' eligibility to work in U.S. and, if required, possession of valid Marijuana Worker Permit;
- c. If requested by CLIENT, conduct criminal background checks, drug screenings or other optional testing for Assigned Employees at CLIENT'S expense;
- b. Pay Assigned Employees' wages and provide them with the benefits that GREENFORCE offers to them;
- c. Counsel, discipline, promote, schedule and terminate Assigned Employee's;
- d. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation insurance; and handle unemployment and workers' compensation claims involving Assigned Employees;
- e. Require Assigned Employees to acknowledge in writing that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT;
- f. Require Assigned Employees to sign confidentiality agreements before they begin their assignments with CLIENT;
- g. Comply with all federal, state and local labor and employment laws applicable to Assigned Employees; and
- h. Comply with all provisions of the Affordable Care Act ("ACA") applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

2. CLIENT'S Duties and Responsibilities.

- a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without GREENFORCE's express prior written approval or as strictly required by the job description provided to GREENFORCE;
- c. Provide Assigned Employees with a safe, OSHA-compliant work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- d. Promptly notify GREENFORCE if an Assigned Employee is injured or sickened on the job, experiences performance issues or is allegedly involved in any workplace altercation, dispute or other inappropriate behavior;
- e. Allow GREENFORCE reasonable access to Assigned Employees' work site and, if necessary, CLIENT'S employees, to inspect the work site and to address issues that arise regarding Assigned Employees performance, including to investigate workplace injuries and illnesses or allegations of inappropriate behavior or treatment.
- f. Cooperate with GREENFORCE in any investigation, disciplinary action or other obligations of GREENFORCE requiring access to CLIENT'S facilities, employees, documents or other information;
- g. Not change Assigned Employees' job duties or convert Assigned Employees to direct hire employees without GREENFORCE's express prior written approval; and
- h. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

3. Payment Terms, Bill Rates, and Fees.

- a. CLIENT will pay GREENFORCE for Assigned Employee's services at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. CLIENT will be billed a minimum of four (4) hours for each shift worked by an Assigned Employee, regardless of actual hours worked. GREENFORCE will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is due on receipt of invoice and overdue balances shall be charged interest at the rate of two percent (2.0%) per month. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature, e-mail or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes GREENFORCE to bill CLIENT for those hours. If a portion



of any invoice is disputed, CLIENT will pay the undisputed portion. CLIENT may pay by cash, check, wire transfer or credit card. Credit card payments shall incur an additional three percent (3.0%) fee. If a cash payment includes counterfeit currency, CLIENT must replace the counterfeit currency with genuine currency within three (3) days or a five percent (5.0%) late fee will be charged on the entire original invoice amount.

b. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. CLIENT's billing rate for premium hours will be the same multiple of the regular billing rate as GREENFORCE is required to apply to the Assigned Employee's regular pay rate. For example, when state or federal law requires time-and-a-half for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.

c. If CLIENT uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than GREENFORCE during or within 180 days after an Assigned Employee's employment with GREENFORCE terminates, CLIENT must notify GREENFORCE and pay GREENFORCE a conversion fee in the amount set forth in Exhibit B.

d. In addition to the bill rates specified in Exhibit A of this Agreement, CLIENT will pay GREENFORCE the amount of all new or increased labor costs associated with CLIENT's Assigned Employees that GREENFORCE is legally required to pay—such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels—until the parties agree on new bill rates.

4. Confidential Information. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to GREENFORCE as a result of Assigned Employees' access to such information.

5. Indemnification.

a. To the extent permitted by law, CLIENT will defend, indemnify, and hold GREENFORCE and its parent, subsidiaries, members, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

b. To the extent permitted by law, GREENFORCE will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by GREENFORCE's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of GREENFORCE or GREENFORCE's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

c. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within five (5) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

6. Term. This Agreement will continue until terminated (a) by either party on thirty (30) days' written notice; (b) by either party immediately upon written notice if a party becomes bankrupt or insolvent, discontinues operations, fails to make any payments required by this Agreement; fails to immediately cure unsafe or otherwise unacceptable working conditions for Assigned Employees. Notwithstanding termination of this Agreement by either party, Paragraphs 2(d)-(f), 3, 4, 5, 9 and 10-15 shall continue in full force and effect after termination of this Agreement.

7. Relationship of the Parties. The parties intend only to create an independent contractor relationship. No employment, agency, partnership, joint venture or relationship other than independent contractor is intended.



8. Affordable Care Act Responsibility. GREENFORCE shall be the primary employer of Assigned Employees and responsible for compliance with the Affordable Care Act in regard to Assigned Employees by providing qualified Assigned Employees with the option to purchase affordable coverage that provides no less than the minimum essential coverage required by the ACA.

9. Dispute Resolution, Attorneys’ Fees and Costs. The parties shall try to resolve any dispute between them through good faith direct discussions, but if that fails, any dispute will be resolved through final and binding arbitration by and according to the rules of the Arbitration Service of Portland, Inc. The arbitrator’s decision may be entered and enforced by any court of competent jurisdiction. The prevailing party in any action, including appeals, is entitled to an award of its reasonable attorneys’ fees, costs and disbursements incurred in relation to the action.

10. Assignment. CLIENT may not assign its rights and obligations under this Agreement without the express, written consent of GREENFORCE, which may be granted or denied in GREENFORCE’S sole discretion. GREENFORCE may assign its rights and obligations to any successor in interest. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and authorized assigns.

11. Amendment and Waiver. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

12. Severability. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

13. Notices. Any notice or other communication will be deemed to be properly given when hand-delivered, sent via the U.S. Postal Service or a nationally recognized courier with proof of delivery or sent via e-mail or fax to the party’s address, e-mail or fax number identified in the signature block of this Agreement.

14. Force Majeure. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

15. Entire Agreement. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.

GREENFORCE, LLC

CLIENT

Sign: _____
Print Name & Title: Ryan Robert Rosenfeld – President
P.O. Box 86337
Portland, Oregon 97286
Attn: Ryan Rosenfeld
E-mail: rrr@greenforcestaffing.com

Sign: _____
Print Name & Title: _____
Address: _____
E-mail: _____
Fax: _____



CLIENT SERVICES AGREEMENT

EXHIBIT A: RATE SCHEDULE

Job Title	Worksite Location	Hourly Billing Rate ¹
Trimmer	HiFi Farms	\$22

Minimum Billing: CLIENT will be billed a minimum of four (4) hours for each shift worked by an Assigned Employee, regardless of hours actually worked.

FEES FOR CONVERSION OF ASSIGNED EMPLOYEES

If CLIENT desires to convert an Assigned Employee to a direct hire (whether as CLIENT’S employee, consultant, independent contractor or in any other capacity) or hire the Assigned Employee through another provider of temporary workers at any time during the Assigned Employee’s assignment to CLIENT or for a period of 180 days following Assigned Employee’s last day of work for GREENFORCE, CLIENT must request GREENFORCE’S approval, which GREENFORCE will provide in writing and which it may grant or deny in its sole discretion. If GREENFORCE approves CLIENT’S request, CLIENT will pay GREENFORCE a conversion fee equal to 15% of the converted Assigned Employee’s anticipated annual compensation with CLIENT. If CLIENT converts an Assigned Employee or hires an Assigned Employee through another provider of temporary workers without first obtaining GREENFORCE’S consent as required above, CLIENT shall pay a conversion fee equal to 150% of the converted Assigned Employee’s anticipated annual compensation.

“Anticipated annual compensation” shall be calculated by multiplying the starting hourly rate of the converted Assigned Employee times 2080 (i.e., 40 hours per week times 52 weeks). For example, if a converted Assigned Employee earns \$10 per hour, the fee will be \$3,120 (\$10 x 2080 hours x 15 %). If CLIENT pays the converted Assigned Employee on a salary basis, the weekly salary will be assumed to be for 40 hours of work for purposes of calculating the starting hourly rate for the conversion fee calculation.

If CLIENT directly hires an Assigned Employee who was retained as a temp-to-hire from the outset of the assignment², the conversion fee shall be calculated by multiplying the starting hourly rate of the converted Assigned Employee times (2080 minus the number of hours worked as a temp-to-hire Assigned Employee) times 15%. For example, after 10 weeks (400 hours) on job as a full-time temp-to-hire, CLIENT converts the Assigned Employee to a direct hire employee at \$10.00 per hour. The conversion fee will be \$2,520 (\$10.00 x (2080-400) x 15%).

The hourly billing rate and conversion fee for professional positions, such as IT, Accounting, Creative Services, and Engineering, shall be negotiated on a per placement basis as necessary because of the varying skills, experience and position requirements.

Conversion fees are due upon receipt of GREENFORCE’S invoice. Overdue balances shall accrue interest at the rate of two percent (2%) per month.

¹ Rate is subject to adjustment by GREENFORCE due to changes in state minimum wage, taxes, fees or is other assessments; benefits costs; merit increases to Assigned Employees, workers’ compensation insurance, etc. GREENFORCE will try to provide advance notice of such changes whenever possible, but will apply such changes as soon as they take effect for GREENFORCE.

² CLIENT must identify the position as temp-to-hire from the outset of the assignment. If the temp-to-hire Assigned Employee is not converted to direct hire within the first 90 days of the temp-to-hire assignment, GREENFORCE’S regular conversion fee applies without any reduction for the number of hours the Assigned Employee has worked in the position.