

## General Staffing Agreement

Flossing Direct ("STAFFING FIRM"), with its principal office located at \_\_\_\_\_, Austin, Texas and \_\_\_\_\_ ("CLIENT"), with its principal office located at \_\_\_\_\_, agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

### STAFFING FIRM

#### 1. Staffing Firm Duties and Responsibilities

STAFFING FIRM will

- a. Recruit, screen, interview, hire, and assign its employees ("Assigned Employees") to perform the type of work described on Exhibit A at CLIENT's locations specified on Exhibit A and will, as the employer of Assigned Employees, be responsible for the following;
- b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;
- c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving and brought by Assigned Employees;
- d. Require Assigned Employees to sign agreements (in the form of Exhibit B) acknowledging that they are not employees of CLIENT and are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT to its employees; and
- e. Require Assigned Employees to sign confidentiality agreements (in the form of Exhibit C) before they begin their assignments.
- f. Comply with federal, state and local labor and employment laws applicable to STAFFING FIRM in the provision of legal requirements with respect to STAFFING FIRM's Assigned Employees, including, but not limited to, the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as set forth in subparagraph g. below, the Patient Protection and Affordable Care Act ("ACA").
- g. Comply with all provisions of the ACA applicable to STAFFING FIRM in the provision of legally required benefits to its Assigned Employees, including the employer shared responsibility provisions and to offer "minimum essential coverage" to "full-time" employees (as those terms are defined in Internal Revenue Code ("Code"))

§4980H(c)(4), as amended, and as determined by STAFFING FIRM), and affordable health coverage providing minimum value (within the meaning of IRC §36B(c)(2)(C)) to all full-time employees assigned to CLIENT, and file all reports required of STAFFING FIRM with respect to the Assigned Employees under Code §6055 and §6056 and related regulations.

h. Staffing Firm will provide Client with the ability to request a temporary personnel with one personnel as a back-up option. There is no guarantee the temporary personnel will report to work as scheduled. If such an event occurs, Client must notify Staffing Firm on Client's dashboard or at [Info@Flossingdirect.com](mailto:Info@Flossingdirect.com) (mail to: [Info@Flossingdirect.com](mailto:Info@Flossingdirect.com)). Client will be able to book back-up personnel or any other available personnel through Staffing Firm's platforms. Client's account will be credited if a temporary personnel does not show up after all efforts have been made to book the back-up personnel. Client understands occurrences may arise that are out of personnel's control. Each temporary will have two exceptions and if they fail more than two accepted jobs, they will be suspended from use of Flossing Direct and all associated parties.

## **1.2 Right to Control**

In addition to STAFFING FIRM'S duties and responsibilities set forth in paragraph 1, STAFFING FIRM, as the employer, has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce STAFFING FIRM'S employment policies relating to Assigned Employee conduct at the worksite.

## **CLIENT**

### **2. Client Duties and Responsibilities**

CLIENT will:

a. Provide STAFFING FIRM with a job description specifying job duties and scope of temporary assignment for each Assigned employee and will appropriately supervise the work to be performed by Assigned Employee;

b. Be responsible for safeguarding its business operations, products, services, intellectual property, premises, processes, or systems, and not permit Assigned Employees to: (i) operate any vehicle, mobile or automotive equipment or to operate machinery (other than office machines); or (ii) entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM'S express prior written approval; (iii) to perform services outside of the scope of his or her assignment; (iv) to sign contracts or statements (including SEC documents); (v) to make any management decisions; (vi) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (vii) to perform services remotely (e.g., on premises other than CLIENT'S or CLIENT'S customer'S premises), or to use computers or other electronic devices, software or network equipment owned or licensed by the Assigned Employees. Since STAFFING FIRM is not a professional accounting firm, CLIENT agrees that

CLIENT will not permit or require Assigned Employees (a) to render an opinion on behalf of STAFFING FIRM or on CLIENT's behalf regarding financial statements, (b) to sign the name of STAFFING FIRM on any document or (c) to sign their own names on financial statements or tax returns. If CLIENT requires STAFFING FIRM to perform background checks or other placement screenings of the Assigned Employees, CLIENT agrees to notify STAFFING FIRM prior to the start of services under this Agreement. STAFFING FIRM will conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If CLIENT requests a copy of the results of any checks conducted on Assigned Employees, CLIENT agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes;

c. Provide Assigned Employees with a safe 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. Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval; and

e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and will not make any offer or promise relating to Assigned Employees' compensation or benefits.

### **Payment Terms, Bill Rates, and Fees**

3. CLIENT will pay STAFFING FIRM for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. Legally required overtime (state and federal law requires in excess of 40 hours a week) will be billed at one and one-half (1½) times the normal billing rate. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or an electronic time record system for documenting time worked by the Assigned Employees submitted by the Assigned Employees for CLIENT's verification and approval at the end of each week. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed on the basis of billing or invoicing errors, CLIENT will pay the undisputed portion.

4. CLIENT acknowledges that Staffing Firm has incurred substantial expenses to recruit, screen, process, orient and retain its Assigned Employees. CLIENT agrees to pay a conversion fee for any Assigned Employee CLIENT may hire, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis during assignment with CLIENT or within twelve (12) months after the last day on which the Assigned Employee performed work for CLIENT. The same calculation will be used if CLIENT converts an Assigned Employee on a part-time basis using the full-time equivalent salary. CLIENT also agrees

to pay a conversion fee if an Assigned Employee is hired by a subsidiary or other related company or business as a result of CLIENT's referral of the Assigned Employee to that company. The conversion fee will be owed and invoiced upon CLIENT's hiring of the Assigned Employee, and payment is due upon receipt of the invoice. The conversion fee for individuals assigned through Flossing Direct will equal \$2,000 for a dental assistant and \$2,200 for a dental hygienist.

5. Any interest or desire that Client has in hiring the Temporary Assigned Employee as a direct employee of Client shall be communicated directly to STAFFING FIRM and not to the Temporary Assigned Employee. Client agrees not to solicit or hire the Temporary Assigned Employee without paying STAFFING FIRM a referral fee as referenced in paragraph 4 of this Agreement. Client acknowledges that providing the Temporary Assigned Employee pursuant to this Agreement is sufficient consideration for Client's promise to pay the referral fee should Client elect to employ the Temporary Assigned Employee on a permanent basis. Client shall not authorize the Temporary Assigned Employee to operate machinery or equipment without first obtaining written consent from STAFFING FIRM. It is acknowledged, understood and agreed that the insurance policy of STAFFING FIRM does not cover physical loss or damage caused by the operation of Client's equipment or vehicles.

6. In addition to the bill rates specified in Exhibit A of this Agreement, CLIENT will renegotiate bill rates with STAFFING FIRM for any new or increased labor costs associated with CLIENT's Assigned Employees that STAFFING FIRM is legally required to pay—such as wages, payroll taxes, other taxes, including State Unemployment Taxes, or social program contributions. STAFFING FIRM will provide CLIENT with written notice of at least 30 days before any increase in its rate changes are to go into effect.

### **Confidential Information**

7. 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 STAFFING FIRM as a result of Assigned Employees' access to such information. CLIENT agrees to hold in confidence the identity of any STAFFING FIRM candidate(s) and Assigned Employees and such individuals' resume, social security number and other legally protected personal information, and CLIENT agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

### **Cooperation**

8. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

### **Indemnification and Limitation of Liability**

9. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its affiliates, directors, officers, agents, representatives, and employees harmless of and from any and all claims, losses, liabilities, damages (including but not limited to incidental, consequential, or liquidated, exemplary, or punitive damages, regardless of how characterized), demand, lawsuit, legal action, judgment, and expenses (including court costs and reasonable attorneys' fees, with STAFFING FIRM to select its attorneys to defend) which CLIENT may incur, suffer, become liable for, or for any and all claims which may be asserted against CLIENT by STAFFING FIRM or Assigned Employees, arising from or to the extent caused by: (i) STAFFING FIRM'S negligent failure to pay wages or overtime wages due to Assigned Employees; (ii) STAFFING FIRM'S failure to pay federal, state, or local payroll taxes, if any, for its Assigned Employees, and including, but not limited to, any and all taxes, penalties, and interest, and any other charges or excises, under the Code, and from any and all costs of defense against the assertion of any such taxes, penalties, interest, charges, or excises, and from the costs of preparing any tax or information return, resulting from any re-characterization, or attempted re-characterization, of any STAFFING FIRM Assigned Employees furnished to CLIENT by STAFFING FIRM as employees of CLIENT; (iii) STAFFING FIRM'S failure to provide unemployment insurance, workers' compensation benefits, and other legally required benefits, if any, for its Assigned Employees, and including, but not limited to, taxes and penalties or other charges or excises under the Code, and benefit claims under ERISA resulting from any re-characterization, or attempted re-characterization, of any STAFFING FIRM'S Assigned Employees furnished to CLIENT by STAFFING FIRM as employees of CLIENT; (iv) STAFFING FIRM'S violation of any federal, state, or local law applicable to Assigned Employees; (v) any claims asserted against CLIENT by STAFFING FIRM'S Assigned Employees to the extent such claims directly arise out of and are caused by STAFFING FIRM'S gross negligence or intentional misconduct; and (vi) any accident, property damage, personal or bodily injury, sickness, disease or death of any person (including of Assigned Employees), directly arising out of and to the extent caused by the negligent performance of duties or willful misconduct by the Assigned Employees; (vii) STAFFING FIRM'S breach of this Agreement; (viii) the negligence, gross negligence, or willful misconduct of the Assigned Employees in the discharge of their duties and responsibilities; and/or (ix) the negligence, gross negligence, or willful misconduct of STAFFING FIRM'S or STAFFING FIRM'S officers, employees, or authorized agents in the discharge of their duties and responsibilities. Notwithstanding anything to the contrary in this Agreement, STAFFING FIRM shall not be liable for, or have any duty of defense or indemnification with respect to any acts or omissions of CLIENT.

(a) In addition, STAFFING FIRM shall be solely responsible for, and shall reimburse, indemnify, and hold harmless CLIENT for, any taxes, penalties, or other liabilities assessed against STAFFING FIRM or CLIENT under Code §4980H with respect to Assigned Employees due to STAFFING FIRM's failure to:

(i) offer "minimum essential coverage" under an "eligible employer sponsored plan," each within the meaning of Code §5000A(f)(1)(B); or

(ii) offer coverage that is "affordable" or fails to provide "minimum value," each within the meaning of Code §36B(c)(2)(C) and §4980H(b) and related

regulations.

Provided, however, that in no event shall this Paragraph 8(a) extend to any taxes, penalties, or other liabilities under the under Code §4980H where such tax, penalty, or other liability results from the imposition of penalties under (i) Code §4980H(a), as a result of the failure by CLIENT to make offers of minimum essential coverage to their respective employees under an eligible employer-sponsored plan, or (ii) Code §4980H(b) as a result of CLIENT or its agents or other contractors making an offer of minimum essential coverage to their respective employees under an eligible employer sponsored plan that is either unaffordable or fails to provide minimum value. If CLIENT is notified by any government entity of CLIENT's potential liability for any such taxes, penalties, or other liabilities relating to Assigned Employees, STAFFING FIRM shall fully cooperate, at STAFFING FIRM'S reasonable expense, with CLIENT's efforts to object to or appeal any such determination of liability or potential liability.

10. To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless of and from any and all claims, losses, liabilities, damages (including, but not limited to any incidental, consequential, liquidated, exemplary, or punitive damages, regardless of how characterized), demand, lawsuit, legal action, judgment, and expenses (including court costs and reasonable attorneys' fees, with CLIENT to select attorneys to defend) to the extent caused by: (i) CLIENT's breach of this Agreement; (2) its failure to discharge its duties and responsibilities set forth in Paragraph 2; or (iii) the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers or employees in the discharge of those duties and responsibilities set forth in Paragraph 2.

11. Client agrees that the Temporary Assigned Employee is under the direct supervision and control of Client and its supervising dentist and in this regard Client hereby agrees to defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless of and from any and all claims, losses, liabilities, damages (including, but not limited to any incidental, consequential, liquidated, exemplary, or punitive damages, regardless of how characterized), demand, lawsuit, legal action, judgment, and expenses (including court costs and reasonable attorneys' fees, with CLIENT to select attorneys to defend) which STAFFING FIRM might suffer or that might be alleged against STAFFING FIRM as a result of any action or failure to act on the part of temporary personnel provided by STAFFING FIRM, including, but not limited to, claims of negligence and malpractice, claims of patients, creditors, employees, tort claimants, or any claimed failure of the temporary personnel to perform his or her duties in a timely or professional manner. Client shall be responsible for requiring the supervising dentist to be covered under a professional malpractice policy at all times and be currently licensed to practice dentistry in the state of hire. Client also agrees to immediately notify STAFFING FIRM of any claims or the possibility of any claims of malpractice or negligence that may be alleged against the supervising dentists while the temporary personnel was on the Client's premises.

12. As a condition precedent to indemnification, the party seeking indemnification will

inform the other party within ten (10) 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.

13. The provisions in Paragraphs 1 through 11 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

### **Miscellaneous**

14. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement will remain effective after termination or nonrenewal.

15. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by both parties.

16. 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.

17. 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.

18. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

19. 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.

20. Each party will not transfer or assign this Agreement without the other party's written consent.

21. This Agreement shall be interpreted and enforced according to the laws of the State of Texas, without regard to any conflict of law principles. The parties agree that exclusive venue and jurisdiction for any proceedings hereunder shall be in the applicable state district or federal courts located in Austin, Texas.

22. 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, addressed as shown on the first page of this Agreement and for notices to STAFFING FIRM, with a copy to: Flossing Direct, Attn: Jenni Jones, \_\_\_\_\_, Austin, Texas \_\_\_\_\_.

23. 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.

### **Term of Agreement**

24. This Agreement will be for a term of 1 year from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 30 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 48 hours written notice.

**Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.**



\_\_\_\_\_  
CLIENT

Flossing Direct  
\_\_\_\_\_  
STAFFING FIRM

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

Jenni Jones  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

CEO and Co-Founder  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Exhibit B**  
**Benefits Waiver for Assigned Employees**

**Agreement and Waiver**

In consideration of my assignment to CLIENT by STAFFING FIRM, I agree that I am solely an employee of STAFFING FIRM, that I am not an employee of CLIENT and I am not entitled to receive benefits through CLIENT's benefit plans, and that I am eligible only for such benefits as STAFFING FIRM may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by CLIENT, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to CLIENT by STAFFING FIRM and regardless of whether I am held to be an employee of CLIENT for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

_____	_____
EMPLOYEE	WITNESS
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed
_____	_____
Name Date	Date

**Exhibit C**  
**Agreement for Assigned Employees**

**Assigned Employee Confidentiality Agreement**

As a condition of my assignment by STAFFING FIRM to CLIENT, I hereby agree as follows:

I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment at CLIENT or which I learn about during such assignment.

I will not disclose or in any way reveal or disseminate any information pertaining to CLIENT or its operating methods and procedures that come to my attention as a result of this assignment.

Under no circumstances will I remove physical or electronic documents, copies of documents, trade secrets, confidential information, or any other property from the premises of CLIENT.

I understand that I will be responsible for any direct or consequential damages resulting from any violation of this Agreement.

The obligations of this Agreement will survive my employment by STAFFING FIRM.

EMPLOYEE	WITNESS
Signature	Signature
Printed Name	Printed Name
Date	Date