If the applicant is offered the position in the IPFS projects, they must consent to this agreement. Please review and sign the document.

- 1. **Agreement:** This is <u>not</u> a guarantee of work. This agreement outlines the typical terms and conditions between Industrial Project and Field Services LLC, referred to as "IPFS." And Applicant, if they were offered a position with IPFS.
- 2. **Project-based hiring**: The Employee might be hired on a project-based basis based on qualification and project needs
- 3. **Payroll:** An agreed hourly rate will be paid for the first 40 hours in a work week, plus 1.5 times the base hourly rate for all hours worked more than 40 hours per work week.
- 1. **Payroll Tax**: Federal Income Tax and Social Security Taxes will be withheld from the Employee's gross pay. The Employee submits a federal form W-4 to the hiring representative of IPFS. In the absence of submission, the married couple's joint tax will be withheld. The Company might withhold Georgia state income tax if it's applicable. Since setting up to withhold and pay state income taxes will take some time, the Employee shall be prepared to take care of their federal and state income tax obligations.
- 2. **Living Allowance and travel pay:** An agreed living allowance (per diem) will be paid for all assignments over 100 miles in the shape of daily or weekly pay from the Employee's home of record. Per Diem is paid weekly from the day of arrival. The Employee will not be paid the daily per Diem if absent on a scheduled workday. Unless otherwise agreed, Travel expenses are reimbursed only to the extent of the travel gas receipt.
- 3. **Payroll Frequency**: Payroll will be done weekly and/or bi-weekly via direct deposit and/or business check mailed with regular mail to the address provided by the Employee.
- 4. **Confidentiality**: Employee agrees to keep all information, including their wage, employment offers, separation conditions, and all technical information regarding the name of the project, client name, and site-related pictures, confidential.
- 5. **Non-Compete and Non-Solicitation**: The Employee shall not solicit employment from IPFS clients or competitors (while in a project and for 8 weeks after termination), or compete or try to recruit any IPFS supervisor or Employee for the benefit of himself or any other third parties. The Employee agrees that any such violations shall give IPFS the right to take actions, including but not limited to those listed in Section 8 of this Agreement.
- 6. **Qualification and skill level and tools box:** Employee agrees that after arriving at the work site and evaluation by the IPFS supervisor or checking work experience references, if her/his qualifications and skills and tools boxes are less than claimed, IPFS has the right to decrease the agreed rate or terminate the employment immediately without travel payments. Not having proper tools/a toolbox can result in a reduction of up to \$ 4 per hour in payroll.
- 7. **Separation notice requirement**: Employee certifies that they fully understand the nature of IPFS projects and work; due to the size and duration of IPFS projects, the Employee's commitment to work for the whole project and its extension is the key deciding factor in offering this employment opportunity. This means any sudden separation from the team during the execution of every single project(assignment) or violating any part of this agreement or falsify any information provided to IPFS will be exposing extra costs to IPFS, such as loss of income, damage the reputation, the cost for finding a replacement and performing training; therefore, in such cases Employee agrees that IPFS will reserve its right to seek actions including but not limited to the followings:
  - Remove all agreed retention, bonus, or travel pays
  - Deduct paid travel money and training hour pay from the next payroll
  - Reduce the hourly rate to minimum wage and remove per diem for the unpaid remaining duration.
- 8. **At-will Employment:** Employee's employment with the Company is "at-will" and due to the nature of projects, Employee may be terminated by the Company at any time, with or without cause and with or without advance notice.
- 9. **Safety:** Employee consents to pre-hiring and/or random drug test and agrees to comply with safety standards, to meet or exceed ALL safety standards set forth by OSHA, MSHA, and Industrial Project Field Services LLC, as well as site-specific regulations.
- 10. Work Authorization: By signing below, Employee confirms they are legally authorized to work in the USA

Employee certifies that she/he read, understand, and consent to all agreement phrases above and hereby authorize Industrial Project and Field Services LLC (Refer here as IPFS) to act based on these agreements.

Employee Name (Nombre del empleado)	Signature (Firma)	Date (Fech)