



Building a Foundation of Trust

Establishing strategic partnerships in the staffing industry requires a high level of trust. Since 1988, ECS has provided our staffing clients with reliable, cost-effective services that have been an essential component of their growth.

ECS assists staffing companies throughout the United States with temporary and contract staffing. By working with ECS, the service capability of a staffing company is dramatically enhanced overnight, all without additional capital risk, and without the need to hire additional internal staff. Teaming with ECS adds immediate value to staffing companies by allowing them to expand their services to the contract staffing market, a market that may have been unavailable to them before, or available only in a limited way.

Welcome to Employment Contractor Services, Inc., the leader in contract staffing support. Please review the following materials to acquaint yourself with ECS.



SMART CONTRACT STAFFING

What is Contract Staffing?

Contract staffing is the providing of a skilled person to a client for a predetermined length of time for a work assignment under the direction, supervision and control of the client. A service contract is entered into prior to the commencement of services, outlining the specific terms of service during the contract period. The "contractor" providing services to the client is an employee (or subcontractor) of the staffing company, and not the client while on assignment.

Unlike permanent/direct placement staffing, the staffing company is responsible for a wide range of financial and employment-related issues associated with employing the contractor working on assignment at the client. To employ a contractor, a staffing company must have the capability to finance the project, administer the payroll, pay and carry all employment-related taxes and insurances in compliance with State and Federal law, handle invoicing and collections of accounts due from the client.

In many cases, these obstacles prevent staffing companies from operating in this sector of the staffing market.

Who Is ECS?

ECS is a privately held, multi-State contingent staffing management company, and has been in business since 1988. Our services are specifically tailored to assist staffing companies with temporary and contract staffing. Each year, ECS facilitates millions of dollars of contracting revenue on behalf of our staffing clients all over the United States, from California to Maine.

What Does ECS Do?

ECS functions as a "back office" contract staffing partner for temporary and contract staffing arrangements. When your company works with ECS, the day to day management of the contract assignment is outsourced to ECS; we employ the contractor, finance the project, and handle all other payroll and insurance issues related to employment.

ECS serves staffing companies by eliminating obstacles to entry into the contract staffing market in one simple step. We understand that your company's core competency is staffing and recruiting talent, and that should be your sole focus for maximum profitability.



Part One: Project Financing.

Having the cash available to handle contract placements is the primary obstacle in becoming a full service staffing company. ECS provides your company with instant financial flexibility so that you can make contract deals happen immediately, without your having to worry about cash flow.

- **Full Financing of Projects.** Once a contract assignment begins, ECS provides all financing for the project, including financing 100% of the payroll, travel expenses, or any other costs associated with the work.
- **No Setup Fees.** When you place a contractor through ECS, you will incur no cost whatsoever. We only profit when you do. There are no setup fees, minimum requirements, or even requirements of exclusivity when you work with us.
- **Weekly Payment of Profit to Your Staffing Company.** The biggest advantage of working with ECS is that your staffing company is paid in the same week that your contractors submit their time sheets. When your contractors get paid, you get paid. Unlike other contract staffing support companies, ECS does not hold your profit until the client pays us. We understand that you need immediate cash flow with no strings attached.
- **No Project Too Big or Too Small.** ECS can handle assignments ranging from one clerical temp to one hundred professionals working on a large IT project. We have the experience to know that one small project with a client can lead to larger projects in the future, and the financial wherewithal to handle large scale, multi-contractor, capital intensive contracting.

The biggest obstacle, project financing, is handled easily by ECS. Your staffing company can leverage our history of solid financial management to grow your company dramatically, without incurring additional financial risk of your own.



Part Two: Payroll Administration.

Running a payroll every week for contractors is very tedious and time consuming for any company, and every year, payroll and employment related laws change all over the United States, at both the State and the Federal level. It is not only time consuming, but difficult to stay in compliance. The best and safest way for most companies to handle payroll is to outsource.

We believe that the time spent on payroll administration is time taken away from your company's core competency of staffing and recruiting talent. When you work with ECS, all issues related to payroll and contractors are eliminated entirely.

- **Weekly Payroll.** Each week, ECS pays all contractors either electronically, or via paper check, according to their personal preference. Checks are mailed to contractors on Wednesday of each week, and are dated for the Friday following the week that the contractor worked.
- **Direct Deposit of Contractor Checks.** Contractors may elect to have compensation deposited directly into a designated bank checking or savings account. The contractor will still receive a check stub each week via mail, which details tax withholdings information. If the contractor chooses this option, funds will be available for withdrawal from the contractor's designated bank account on the Friday following the week that the contractor worked.

ECS handles payroll in nearly every US State. Paychecks are guaranteed to be accurate and timely. ECS management handles any discrepancies and/or questions regarding paychecks immediately. The contractors are just as important as the staffing clients that we serve.



Part Three: Invoicing and Collections.

Invoicing.

ECS handles all invoicing of clients for services rendered, and payment direction is made to ECS. On invoices, ECS includes your staffing company's name, so that you do not get overlooked in the contracting process.

Invoices are submitted weekly to clients, unless otherwise agreed, with standard payment terms of thirty (30) days from the invoice date. We can make accommodation for nearly any special invoicing arrangements.

Collections Policy.

Our collections policy is to minimize intervention with the client relationship. We will contact you first if the client is falling behind in payments. You have the right to leave collections to us and not be involved, and in the event that ECS were to pursue a collection action, your profits would be unaffected. The ECS system allows you to determine your level of involvement.

- **ECS Assumes Full Collection Risk.** ECS assumes the full risk of collection from your clients, while paying full profit to your staffing company every week¹. You do not have to worry about whether your clients will pay you, because you will be receiving your check from ECS every week, while we go about the business of monitoring receivables and collections.

Sometimes good clients are slow in paying bills. Staffing companies often do not want to rock the boat once they have established good contacts with a client, for fear of disturbing the opportunity for future deals. ECS is aware of your position, and we do our best to maintain diplomatic, professional collections relations with clients.

¹ Since ECS is the employer of the contractor during the assignment, and advances profit to the staffing company with no recourse against the staffing company in the event of client payment default, ECS retains full ownership of accounts receivable from the client at all times.



Part Four: Tax and Insurance Compliance.

ECS as the Employer of the Contractor.

As mentioned above, unlike the permanent/direct placement staffing, the staffing company becomes the employer of the contractor placed on contract assignment with a client. With ECS, instead of your staffing company employing the contractor, ECS employs the contractor who is placed on assignment with your client.

As the employer of your contractor, ECS takes responsibility for the following:

- W-2 Forms Reporting
- Federal Income Tax Withholding
- State Income Tax Withholding
- Federal Unemployment Tax Payment
- State Unemployment Tax Payment
- Disability Insurance
- Worker's Compensation Insurance
- General Liability Insurance
- Umbrella Insurance
- Commercial Bonding
- W-4 Forms Compliance
- I-9 Forms Compliance

ECS can operate in any US State.

Independent Contractors (Subcontractors).

In some cases, the talent that your staffing company has located for a particular assignment is employed by another company, or is a freelance, personally incorporated individual. These "corp-to-corp" arrangements can be handled by ECS.

*Due to legal and insurance issues, ECS no longer works with individuals who are unincorporated "1099's".



Part Five: Contractor Benefits.

ECS offers contractors various employee benefits while they are working on assignment, including access to health insurance and ECS's 401(k) plan. In many cases, the access to employment benefits can mean the difference in getting the talent for the position your staffing company is trying to fill.

ECS management is always available to answer employee questions concerning benefits and to counsel new employees, employees as they achieve eligibility, retiring employees, and non-employee beneficiaries as to specific benefit coverage and required forms for processing.

All benefits provided by ECS are described in official documents, which are mailed to the contractor once he/she begins their assignment. These documents describe eligibility, benefit provisions, claim filing and the opportunity for temporary continuation of group plan coverage when coverage would otherwise end.



Part Six: Job Types Handled and Not Handled by ECS.

For insurance reasons, ECS provides contract support services in office environment only. Below is a list of the job descriptions typically handled by ECS. If you do not see the job title for a potential project in the list below, please feel free to contact ECS for further review of the job description.

- **Managerial Occupations.** Accountants and auditors, administrative services and facility managers, advertising and marketing, budget analysts, employment interviewers, private or public employment service, computer and information systems managers, financial managers, general managers and top executives, insurance underwriters, management analysts, purchasing managers, buyers, and purchasing agents.
- **Professional and Technical Occupations.** Computer programmers, database analysts, drafters, mathematical, and operations research (actuaries, computer programmers, computer systems analysts, engineers, mathematicians, statisticians), social scientists (economists and marketing research analysts), communications-related (public relations specialists, writers and editors, including technical writers).
- **Administrative Support.** Bank tellers, computer operators, receptionists, loan clerks, office and administrative support supervisors and managers, office clerks, billing clerks, bookkeeping, accounting, and auditing clerks, brokerage clerks and statement clerks, file clerks, human resources clerks, payroll and timekeeping clerks, word processors, typists, and data entry keyers.
- **Finance & Insurance.** Banking, insurance, securities and commodities, accounting.

Job Positions Not Handled by ECS.

Trucking, roofing, electricians, asbestos work, day laborers, nursing and/or home health care, physicians, railroad work, heavy construction, light industrial, farming, mining, and/or any other non-office related work.



Part Seven: What it Costs.

ECS has a pricing and profit payment structure that is unique to our industry. Our pricing system is not only the simplest in the industry; it is the lowest cost for similar services. And as for profit payment, ECS is the only company in this industry (to our knowledge) that advances your company's profit in the same week that your contractors are paid.

- **25% of Hourly Pay Rate.** ECS cost is equal to twenty-five percent of the hourly pay rate of the W-2 contractor. To calculate profit, see the simple chart below;

The Hourly Billing Rate to Client is:	\$35.00 per hour
The Hourly Pay to the Contractor is:	\$20.00 per hour
<u>+ ECS cost on Pay Rate (all-inclusive):</u>	<u>\$ 5.00 per hour</u>
Contracting Cost	\$25.00 per hour
Billing Rate minus Cost Equals:	\$10.00 per hour
40 hrs. profit Equals:	\$400.00 per week

According to the simple chart above, your staffing company would make \$10.00 per hour for every hour that the contractor works on assignment, or \$400.00 per week given a standard 40-hour workweek for the contractor. This profit amount will be paid to you in the same week that ECS receives the timesheet from the contractor.

- **10% of Hourly Pay Rate For "Corp-to-Corp" assignments.** ECS can handle corp-to-corp arrangements for your company. Because the contractor working in this arrangement is employed by another company, he/she will be considered a subcontractor to ECS. Since the contractor's employer is the subcontractor to ECS, they are responsible for the taxes and insurance coverage associated with employment. This is why a rate adjustment is appropriate for corp-to-corp arrangements.



Part Eight: The Competition.

We at ECS encourage you to shop the industry to evaluate the competition, because we are confident that you will find your best value by working with ECS. While doing so, be sure to consider the following general truths about the competition;

- **You Must Call them for a Quote.** ECS believes that you need to know exactly what your costs are going to be while you are negotiating with the client. With our simple pricing system, you do not need to call us for a quote before you finalize the deal.
- **Ridiculously Complex Pricing Formulas.** We believe that the complex formulas used by other companies, which include payroll variables for each State where contractors are working, percentages of profit formulas, and the like, are a waste of your time. Their payroll costs have nothing to do with you. We keep it simple.
- **They Charge on the Billing rate, Not Contractor Pay Rate.** ECS' fees are based on the hourly pay rate of the contractor, not on the billing rate to the client. When the competition charges you on billing rates, this means that the higher your markup to the client, the higher our competitor's rates will be. Our rate is the same no matter what your payroll markup. When comparing rates, do not be fooled by numbers that at first glance appear lower than those of ECS.
- **The Waiting is the Hardest Part.** There is NO company in this industry (to our knowledge) that advances your company's profit at the same time the contractor is paid, as we do here at ECS. You have to wait weeks before you see any profit from using competing services.
- **Most Important! They will Pursue You if the Client Defaults.** In the event of an insolvency of the client, the competition will pursue your staffing company for reimbursement of unpaid invoices. This is perhaps the most important advantage of using ECS to handle your contracting. We never pursue you for reimbursement of unpaid accounts by a client. We rely on our credit judgment and project evaluation before the assignment begins, and we accept the consequences of those judgments.

As stated above, we are confident that your best value for service is with ECS. If you are evaluating any other alternative, including the costs of handling contracting entirely on your own, please feel free to contact ECS and we can assist you. It is our goal to find the best value for your particular circumstances.



How To Begin Working With ECS.

If you have decided to try ECS, we welcome you! Just complete our service agreement, which is a simple agreement identifying the terms of service and gathering your company information. You can begin placing contractors as soon as this agreement is completed. It's that simple.

How To Place a Contractor.

Preliminary Information

- **Assignment Data Sheet.** This is a one-page summary of the assignment details, including information on your staffing company, the client, and the candidate. All billing rates, pay rates and other relevant assignment details are identified on this form.
- **Agreement with The Client.** This Agreement summarizes the terms of the assignment. ECS will provide to you a standard client agreement for use on your project. If the client requires the use of any other agreement, or has requested any changes to the terms of the standard client agreement, all agreements/changes must be authorized by ECS prior to the beginning of assignment.

Candidate Forms

- **Provide a Resume OR an Employment Application.** This is required to verify background and credentials with the requirements of the assignment.
- **"Criminal Record Affidavit" Form.** This is required to determine whether the candidate has ever been convicted of a felony.
- **Complete the W-4 Form.** This form is required by employers to withhold the correct Federal income tax from your pay.
- **Complete the I-9 Form.** This form is used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The candidate **must provide a photocopy** of the documents which are being used to establish eligibility to work in the I-9 Form.
- **Optional: Direct Deposit Form.** Completion of this form is optional for the candidate. The candidate's wages will be direct deposited into a designated bank account of his/her choosing on the Friday following the workweek.

ECS will assist you in attaining these documents in a timely manner. We cannot, however, guarantee acceptance of an assignment until all documents have been received and reviewed. When all documents are received, the assignment will begin on the date agreed. ECS will mail to the contractor all voluntary employment benefits information for their review and consideration.



Profit Reporting & Payment To Your Company.

ECS provides comprehensive profit reporting to your company for contractors working on assignment each week. Payments of profit can be made to your company via paper check or by direct bank deposit into your company bank account.

On Thursday of each week, ECS prepares your company's profit report. This report includes all contracting activity for the week ending on Sunday of the previous week.

- **Option 1: Direct Deposit of Profit & Emailed Report.** If you choose this option, ECS will make your direct deposit on Thursday of each week into the company bank account of your choosing. In most cases, your deposit will be available for withdrawal on Friday of that week². ECS will email your profit report to you on Thursday, which you can immediately open and review.
- **Option 2: Profit & Report Mailed.** If you elect to have your funds sent to you by mail, ECS will process and mail your paper check with your profit report each Thursday.

Most staffing clients of ECS prefer to receive their profit via direct deposit into a bank account that they choose, and their profit report sent to them via email. Direct depositing is typically a faster method of receiving your funds, and eliminates the need for you to go to the bank to make a deposit of a paper check. Ultimately, however, the choice is yours.

² Because banks have different methods of handling their ACH transactions, there could be a one day delay. This is not typical, but occurs in limited cases. Check your banking institution's handling of ACH transactions.



ECS's Location and Office Hours

Contact Information:

Headquarters Office Hours:	Monday-Friday 9:00 a.m. to 5:00 p.m. EST
Headquarters Office Location:	1 Kattelville Road, Suite 4 Binghamton, NY 13901
ECS Mailing Address:	Employment Contractor Services, Inc. 1 Kattelville Road, Suite 4 Binghamton, NY 13901
	Phone: (607) 204-0557 Toll Free: (866) 233-8851 After Hours Emergency: (607) 725-8723 Fax: (607) 204-0562 Email: info@ecshome.com
ECS Website:	http://www.ecshome.com/
Yearly Holiday Schedule:	New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day.

Customer Service.

At ECS, we always remain personable and work with you whenever you need our assistance. We do not consider our clients to be a number. ECS provides personalized customer service because we know that each staffing situation is unique. We hope that we can provide your business the opportunity to enter into contract staffing with ease and confidence.



Staffing Client References

Employment Contractor Services, Inc. has facilitated thousands of staffing arrangements for our staffing clients, all over the United States. ECS' staffing clients appreciate our comprehensive understanding of temporary and contract staffing, our flexibility in tailoring specific solutions for each client's particular needs, and most of all, our ability to provide quality service at low cost.

Company Name	Contact Name	City	State	Phone	Email
The Maven Group, Inc.	Jeff Walton	Apex	NC	(919) 321-0317	jeff.walton@themavengroup.com
Fountainhead Staffing	John Spencer	Scottsdale	AZ	(480) 248-2302	jspencer@fountainheadstaffing.com
Bay Shore Staffing	Jennifer Keane	Plymouth	MA	(508) 732-9262	jennifer@bayshorestaffing.com
Entex Resources, LLC	Carla McIntosh	San Antonio	TX	(210) 861-1888	carla@entexresources.com
Sigmathek Consulting	Walker Hennington	Denver	CO	(303) 629-6600	whennington@stcllc.com

Above is a list of a few staffing clients who can help you understand why ECS is your best choice for your contract and temporary staffing needs. Feel free to contact any of these companies above for further information. If you would like more information after speaking with these reference contacts, please feel free to contact ECS at any time.

Thank you for your interest in Employment Contractor Services, Inc.!



SERVICES AGREEMENT

This Services Agreement ("Agreement") is made on _____, by and between Employment Contractor Services, Inc., a New York Corporation with its offices located at 1 Kattelville Road, Suite 4, Binghamton, NY 13901, hereinafter referred to as "ECS", and

Company Name _____

Address _____

City, State & Zip _____

Contact Name _____

Phone _____

Email _____

Website _____

hereinafter referred to as "Staffing Firm".

Staffing Firm is engaged in the business of locating and recruiting skilled personnel for placement at its Clients and from time to time requires assistance in assigning personnel to Clients on a temporary contract basis, and ECS is engaged in the business of assigning its employees originally located and recruited by Staffing Firm to perform services for Clients, and providing related management and human resource services ("Services"). Staffing Firm desires that ECS provide its Services and ECS wishes to provide its Services to Staffing Firm according to the terms and conditions set forth in this Agreement,

NOW THEREFORE, in consideration of the above, and the terms of this Agreement, ECS and Staffing Firm agree as follows:

- General.** Prior to any personnel begin work on any assignment, ECS must (i) review and approve Client credit capability, (ii) receive a signed copy of a pre-approved written agreement for the assignment, (iii) evaluate and approve job description information, (iv) receive all required employment or other paperwork.
- Client Credit Review & Monitoring.** ECS must conduct a credit review of each Client prior to work beginning on any assignment. Staffing Firm shall provide ECS with sufficient contact information on the Client to conduct that review. Upon receipt, ECS will conduct its credit evaluation and notify Staffing Firm of the results promptly. ECS may reject any proposed assignment prior to its commencement for any reason or no reason. ECS may also terminate services provided to any Client that violates or threatens to violate its written agreement, or at any time Client exhibits evidence of financial or other risk to ECS.
- Invoicing & Collections.** ECS shall invoice Clients for services provided at the rates and according to the terms set forth in a written agreement with the Client. All invoices are payable to ECS. ECS is responsible for monitoring and collection of accounts due from Clients. In the event of an insolvency or bankruptcy of a Client ECS shall have no recourse against Staffing Firm for reimbursement of non-paid accounts by Client.
- Job Description Review.** ECS employs or otherwise engages personnel for assignments in office environments only. Staffing Firm represents that it will provide an accurate job description for each new assignment. Staffing Firm understands and acknowledges that misrepresenting a job description may cause irreparable damage to ECS who does not carry insurance coverage for non-office environments, and may be subject to damages as a result of that misrepresentation.
- ECS Contractors.** "Contractors" are personnel originally located and recruited by Staffing Firm to fill Client's temporary or contract labor assignment. ECS, as the employer of Contractors, shall be solely responsible, at its own expense, for paying all amounts due to or for the benefit of the Contractor; to withhold and remit payments for all voluntary benefits, payroll taxes, workers compensation premiums or taxes and unemployment taxes required to be paid and/or withheld in connection with the Contractor's services provided hereunder; and to otherwise comply with all laws and regulations imposed on ECS as the employer of the Contractor. Staffing Firm shall have no liability to pay any amounts to the Contractor, or otherwise provide the Contractor with benefits and/or pay or withhold any payroll taxes imposed on amounts earned by the Contractor. Staffing Firm shall not at any time represent itself to Contractors as the Contractor's employer.
- ECS Subcontractors.** "Subcontractors" are personnel originally located and recruited by Staffing Firm to fill Client's temporary or contract labor assignment employed by a company that will subcontract to ECS while working on assignment with Client. Prior to beginning work on a Client assignment, ECS must receive written proof of Subcontractor's incorporation status, a fully executed Subcontract agreement entered into between Subcontractor and ECS, and a certificate of insurance naming ECS

additional insured at acceptable rates. Subcontractor will not be a sole proprietor, DBA, or other business entity other than a Limited Liability Company or Corporation in good standing with the State of its incorporation.

7. **ECS Rate & Staffing Firm Profit.** The ECS rate is based on the hourly pay rate of the personnel working on assignment. Unless otherwise agreed, the ECS rate for Contractor assignments is equal to twenty-five percent (25%) of the hourly pay rate of the Contractor. For Subcontractor assignments, the ECS rate is equal to ten percent (10%) of the hourly rate paid to the Subcontractor. Profit is calculated by subtracting the sum of the hourly pay rate ("PR") plus the ECS rate from the billing rate to the Client: $(BR - (PR + ECS \text{ rate})) = \text{Profit}$. This calculation represents Staffing Firm's hourly profit. ECS shall provide a weekly report to Staffing Firm detailing account activity. ECS shall make payment of profit to Staffing Firm each week.
8. **Payroll Transfer.** Staffing Firm agrees not to directly or indirectly cause or permit any personnel assigned to Clients under this Agreement to transfer to another entity's payroll, or to perform services for Client while on the payroll of any person or firm other than ECS during the term of this Agreement without the express prior written authorization of ECS. Notwithstanding the foregoing limitations, Staffing Firm may transfer any or all personnel working on assignment at Clients to another entity's payroll if all outstanding invoices from Clients are first paid in full to ECS.
9. **Recruiting Process.** Staffing Firm affirms and agrees that its recruiting process is compliant with any and all applicable anti-discrimination laws, rules, and regulations. Staffing Firm agrees not to harass, discriminate against, or retaliate against any candidate for a Client assignment because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation.
10. **Other Agreements.** Staffing Firm represents and warrants that by entering this Agreement or providing staffing services to Clients with the assistance of ECS hereunder does not violate any contract or agreement of which Staffing Firm, its employees, owners, or any other personnel associated with Staffing Firm is or has ever been a party. Staffing Firm will fully indemnify and hold harmless ECS against any and all monetary or other damages caused to ECS as a result of violation of this provision.
11. **Independent Contractors.** Neither this Agreement nor the services to be provided hereunder shall be construed to create any relationship of employment, agency, partnership or joint venture between Staffing Firm and ECS. Staffing Firm has no authority to bind ECS legally.
12. **Legal Fees.** In the event that any litigation between the parties herein should arise as the result of any breach or alleged breach of this Agreement, the prevailing party in said litigation shall be entitled to recover its costs and reasonable attorneys' fees (through both trial and appellate levels) from the non-prevailing party.
13. **Consent to Injunctive Relief.** Staffing Firm acknowledges that ECS will suffer irreparable damage in the event Staffing Firm violates or threatens to violate the Agreement, and agrees that in the event of such violation or threatened violation, ECS shall be entitled, in addition to its other remedies, to injunctive relief to restrain such violation(s) by Staffing Firm and others acting in concert or participation with Staffing Firm, without the necessity of an injunction bond, and to recover its reasonable attorney's fees incurred in connection with any such injunction proceeding.
14. **Other.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect. This Agreement may not be amended, except by a writing. This Agreement sets forth the entire agreement of the parties regarding this subject matter and supersedes all other oral or written agreements between the parties.
15. **Governing Law and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, notwithstanding choice of law principles. The parties agree to submit to the jurisdiction and venue of the appropriate Federal and State courts located in the State of New York, County of Broome, for the purpose of any suit, action or other proceeding brought in connection with this Agreement.
16. **Term of Agreement.** This Agreement shall continue indefinitely until canceled by either of the parties hereto upon thirty (30) days written notice of the other. Any respective obligations of the parties hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

For Staffing Firm

Signature _____

Printed Name _____

Date _____

For ECS

Signature _____

Printed Name Edward Kelly

Date _____



Direct Deposit Agreement Form.

NAME: _____

PHONE: _____

EMAIL: _____

I hereby authorize **Employment Contractor Services, Inc. ("ECS")** to initiate automatic deposits to my account at the financial institution named below. I also authorize **ECS** to make withdrawals from this account in the event that a credit entry is made in error.

Further, I agree not to hold **ECS** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **ECS** receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form to the Payroll Department.

-----Please Attach A Copy of Voided Check Here-----

Name of Financial Institution: _____

Routing Number: _____

Account Number: _____ Checking ☐ Savings ☐

Authorized Signature (Primary): _____

Employment Contractor Services, Inc.

1 Kattelville Road, Suite 4, Binghamton, NY 13901 | ph: (607) 204-0557 | fx: (607) 204-0562

info@ecshome.com web: <http://www.ecshome.com/>

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+			+		
or								
Employer identification number								
			+					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of	Date ▶
	U.S. person ▶	

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.