



9841 Saber Power Lane
Rosharon, TX 77583

www.saberpowers.com

Staffing Services Agreement

This Staffing Services Agreement ("Agreement") is entered into by and between Saber Power Services, LLC on behalf of itself and its present and future parents, subsidiaries, and other affiliates (collectively, "Saber") and **ROI Agency** on behalf of itself ("Company"). Client and Company may be referred to hereafter collectively as the "Parties" or individually as a "Party."

WHEREAS, Company is in the business of sourcing and introducing the services of permanent workers to fulfill its clients' service requirements; and,

WHEREAS, Saber is an organization which wishes to engage Company's services to source permanent workers for Client subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

SCOPE OF SERVICES

1. Staffing Services. Company agrees to assist Saber with sourcing, introducing, and supplying workers to Saber in the United States if requested pursuant to the terms of this Agreement.

a. Request for Assistance. Saber may engage Company's assistance in locating candidates for an open position at Saber by submitting a written request to Company that sets forth the job title, job description, minimum qualifications, and any other information deemed necessary by Saber for the open position.

b. Best Efforts. Company shall utilize its best efforts to identify candidates with suitable experience and credentials for employment with Saber for any open position for which Saber engages Company's assistance. Such individuals, meeting the qualifications of the open position, shall hereinafter be referred to as "Candidates."

c. Submission of Resumes. Company agrees to submit all resumes for Candidates to Saber's Human Resources Department for review and consideration. To be qualified as a submission, the individual must meet the minimum qualifications for the role to which we have requested assistance.

d. Determination of Employment. Saber acknowledges and agrees that it is Saber's responsibility to determine whether to employ any Candidate and evaluate any references or work permits.

e. Employment by Saber. Saber agrees to promptly notify Company of any Candidate who accepts an offer of employment from Saber (hereinafter referred to as an "Employed Candidate") and whether the Employed Candidate's resume was first provided to Saber by the Company. An Employed Candidate's resume shall be considered first provided to Saber by the Company if Saber's Human Resources Department did not receive the Employed Candidate's resume from a source other than the Company prior to receiving the Employed Candidate's resume under Paragraph 1(c), *supra*. The right to fee for hire will extend twelve months from the date that the candidate was first submitted to the Company for consideration.

i. For any Employed Candidate whose resume was first provided to Saber by the Company, Saber further agrees to provide Company with the amount of the Employed Candidate's first year base salary with Saber and the first date of the Employed Candidate's employment with Saber.

ii. For any Employed Candidate whose resume was not first provided to Saber by the Company, Saber agrees to identify from whom Saber first received the Employed Candidate's resume, subject to any applicable confidentiality obligations Saber may have to third-parties.

f. **Independent Contractor.** Company agrees that it and any of its agents, representatives, and employees providing services to Saber under the terms of this Agreement are independent contractors and not employees, agents, or representatives of Saber and are not subject to the control of Saber concerning the manner, methods, or details of their work.

g. **Representations by Company to Candidates.** Company shall not make any representation or warranty to any third party, including any Candidate, concerning any guarantee of employment with Saber under any condition or term. Saber shall not be liable for any representation, warranty, or other agreement entered between Company and any third party, including any Candidate, relating to Company's services under this Agreement.

h. **Compliance with Applicable Law.** Company agrees to comply with all applicable laws in connection with its services under this Agreement. Violation of any applicable law by Company, including any discrimination or bribery statute, shall constitute a material breach of this Agreement.

i. **No Warranty.** Company does not represent or warrant the job performance of any Candidate whose resume is provided by Company to Saber.

j. **Indirect Damages.** Company shall not be liable to Saber or any other person for any direct, indirect, or consequential loss, expense, or damage of any kind (including, without limitation, loss of profit) arising out of or in connection with the recruitment, appointment, employment, or retention of any Candidate whose resume is provided by Company to Saber, except as expressly set forth in this Agreement.

k. **Non-Exclusive.** Nothing herein shall be construed as to create an exclusive relationship between Company and Saber for the provision of staffing services. Saber shall be free to contract with any other company for the provision of concurrent staffing services.

PAYMENT

2. **Payment.** In consideration of Company's services rendered under this Agreement, Saber agrees to pay Company an amount equal to **20%** of an Employed Candidate's first year of base salary with Saber if the Employed Candidate's resume was first provided to Saber by Company.

a. The term "base salary" as used in this Agreement shall mean the total annual salary agreed to be paid to, or on behalf of, an Employed Candidate by Saber for the first calendar year of the Employed Candidate's employment with Saber at the time the Employed Candidate accepts an offer of employment from Saber. If an Employed Candidate is an hourly employee, the total annual salary of the Employed Candidate shall be calculated by multiplying his or her hourly rate by 2,080 hours.

b. The term "base compensation" shall not include the amount of Saber's share of any local, state, or federal payroll taxes, any benefits (including health insurance), any bonus, or any increase in an Employed Candidate's salary first offered after the Employed Candidate accepts an offer of employment from Saber.

c. Such payment shall be made to Company by Saber within thirty (30) days of the Employed Candidate's first date of employment with Saber.

3. Full Rebate. If an Employed Candidate's employment with Saber is terminated within the first fifteen (15) days of the starting date of such employment, Company shall not be entitled to any payment for such Employed Candidate and Company shall issue Saber a refund for any payment made by Saber to Company for such Employed Candidate.

4. Partial Rebate. If an Employed Candidate's employment with Saber is terminated sixteen (16) to ninety (90) days after the starting date of such employment, Company's payment for such Employed Candidate shall be reduced by 50% and Company shall issue Saber a refund for 50% of any payment made by Saber to Company for such Employed Candidate.

5. Notification of Termination. Saber agrees to notify Company within five (5) business days of the termination of any Employed Candidate's employment with Saber if Saber would otherwise be owed a rebate under Paragraphs 3 or 4 for such Employed Candidate's employment.

6. Method of Payment. All payments contemplated hereunder shall be made either by check made payable to Company or by wire transfer to an account provided by Company to Saber.

7. Taxes. Company shall be responsible for any taxes due and owing for any payments made to Company under the terms of this Agreement, including any withholding relating thereto. Company agrees to provide Saber with an accurate W-9 form for income tax reporting purposes.

DEFENSE, INDEMNITY, AND INSURANCE

8. Defense and Indemnity. The Parties agree to the following defense and indemnity obligations:

a. BY SABER: SABER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY AND ALL CLAIMS AND DAMAGES ARISING FROM SABER'S EMPLOYMENT OF ANY EMPLOYED CANDIDATE, SABER'S DECISION NOT TO EMPLOY ANY CANDIDATE, OR INFORMATION SUPPLIED BY SABER TO COMPANY.

b. BY COMPANY: COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SABER FROM AND AGAINST ANY AND ALL CLAIMS AND DAMAGES ARISING FROM COMPANY'S SERVICES UNDER THIS AGREEMENT, COMPANY'S COMMUNICATIONS WITH ANY CANDIDATE, OR ANY REPRESENTATION, WARRANTY, AGREEMENT MADE TO/WITH ANY THIRD PARTY, INCLUDING ANY CANDIDATE, CONCERNING EMPLOYMENT WITH SABER, OR COMPANY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER PARAGRAPH 10.

c. Notification. The Parties agree that the Party seeking defense and indemnity (the "Non-Indemnifying Party") shall promptly notify the other Party (the "Indemnifying Party") of any claim asserted for which the Non-Indemnifying Party seeks defense or indemnity. The Indemnifying Party shall promptly respond to any request for defense and indemnity in writing.

d. Selection of Counsel. In the event the Indemnifying Party accepts a tender of defense and indemnity, the Indemnifying Party shall promptly retain counsel of the Non-Indemnifying Party's choosing at a reasonable hourly rate to represent the Non-Indemnifying Party in connection with any claim. If the Non-Indemnifying Party does not promptly notify the Indemnifying Party of any choice of counsel, or the Indemnifying Party does not believe the chosen counsel's rate is reasonable, then the Indemnifying Party may retain counsel of its choice to represent the Non-Indemnifying Party. Nothing herein shall prohibit the Non-Indemnifying Party from engaging its own counsel to represent its interests in connection with any claim at the Non-Indemnifying Party's expense. An hourly rate of \$300.00 or less shall be deemed a reasonable hourly rate for purposes of this Agreement.

9. Insurance. During the term of this Agreement, Company shall maintain in full force and effect general liability insurance for a minimum of \$1 million per occurrence and \$2 million aggregate. Company shall further maintain in full force and effect umbrella or excess coverage of at least \$1 million aggregate. Such insurance shall name Saber as an additional insured but only with respect to this Agreement.

a. Company's general liability insurance policy shall cover at least the following: personal injury, cross liability, and contractual liability.

b. Company agrees to provide Saber at least thirty (30) days' prior written notice of a material change to, cancellation of, or non-renewal of any policy contemplated by this Agreement.

c. Company shall provide Saber with evidence of insurance under this Agreement upon request.

RESTRICTIVE COVENANTS

10. Non-Disclosure and Non-Retention Agreement. Company agrees to maintain any information provided by Saber that is marked confidential, or which relates to any agreement between Saber and any Candidate, including the amount of any Candidate's salary or benefits with Saber, in the strictest confidence. Company agrees not to use such information for any reason unrelated to Company's performance under this Agreement and not to disclose such information to any third party other than the Candidate for whom the information relates. Such information is hereinafter referred to as Saber's "**Confidential Information**."

Company agrees to return any of Saber's Confidential Information in its possession to Saber upon termination of this Agreement or to otherwise certify in writing to Saber that it has destroyed all copies of such Confidential Information.

Notwithstanding the foregoing, nothing herein shall be construed as to prohibit Company from disclosing the amounts of any payments it is owed or has received from Saber, or any rebates it is obligated to pay Saber, to its accountants. Further, nothing herein shall be construed as to prohibit Company from disclosing Saber's Confidential Information to Company's counsel for purposes of the rendition of legal advice.

Company agrees to promptly notify Saber in writing of any subpoena or court order Company receives seeking to compel Company to produce Saber's Confidential Information so Saber may intervene to protect the confidentiality of such information.

11. Non-Solicit Agreement. Company agrees during the Term of this Agreement and any Renewal Term not to solicit, directly or indirectly, any Employee of Saber.

12. Irreparable Harm. Company agrees that any violation of Paragraphs 10 and 11 of this Agreement shall constitute a material breach of this Agreement. Company further agrees that Saber shall suffer imminent and irreparable harm for which money damages do not provide adequate relief if Company uses, discloses, or retains Saber's Confidential Information, or solicits Saber's employees to terminate their employment with Saber, in violation of this Agreement. Company agrees Saber shall be entitled, in addition to any other remedy allowed at law, to all types of equitable relief, including an injunction or temporary restraining order without the need to post a bond, to ensure compliance with Company's obligations not to use, disclose, or retain Saber's Confidential Information and not to solicit Saber's employees.

TERM, TERMINATION, AND RENEWAL

13. Term. This Agreement shall be effective as of the date of the last Party's signature hereunder and shall extend for a term of one (1) year (the "Term").

14. Renewal. This Agreement shall automatically renew for an additional one (1) year term (the "Renewal Term") unless either Party objects in writing no later than ninety (90) days prior to expiration of the Term.

15. Termination. The Parties may terminate this Agreement as follows:

a. With Cause. A Party may terminate this Agreement if the other Party: (1) fails to cure a material breach of this Agreement within thirty (30) days of written notice or (2) files for bankruptcy and such bankruptcy proceeding is not dismissed within thirty (30) days.

b. Without Cause. A Party may terminate this Agreement without cause in writing with ninety (90) days' notice to the other Party.

c. Effect of Termination. The Parties' obligations to provide defense and indemnity under Paragraph 8, Company's obligation to purchase insurance under Paragraph 9, and Company's obligation not to retain, use or disclose Saber's confidential information and not to solicit certain Employed Candidates under Paragraphs 10-12 shall survive termination of this Agreement. Further, any termination of this Agreement shall not affect any payment or rebate obligations existing as of the date of termination under the terms of this Agreement. Provided, however, if Saber terminates this Agreement with cause, then Saber shall not owe Company any unpaid amounts under this Agreement.

GENERAL PROVISIONS

16. Notices. Any written notice contemplated under this Agreement shall be delivered to the Parties' representatives identified below by e-mail or certified mail:

To Saber:
Name: Lauren Peters
Title: Sr. HR Director
Address: 13100 Space Center Blvd, Suite 200,
Houston, TX, 77059
Email: lauren.peters@saberpower.com

To Company: ROI Agency
Name: Roy Green
Title: Chief Executive Officer
Address: 1202 1st St E Unit 414 Humble, TX 77347
E-mail: roy@roiagency.us

17. Complete Agreement. This Agreement shall constitute the complete and final agreement between the Parties concerning the services referenced herein. This Agreement shall supersede any prior written or oral agreement or understanding between the Parties concerning the services referenced herein.

18. Amendments. No amendment, modification, or waiver of the terms of this Agreement shall be enforceable unless it is agreed to by the Parties in writing.

19. Choice of Law. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of law provisions.

20. Dispute Resolution. The Parties agree to submit any dispute concerning the interpretation or enforcement of this Agreement in writing to the other. Such written statement shall set forth the grounds for the dispute and provide the other Party at least thirty (30) days to respond and cure any claimed breach. In the event the dispute is not resolved, and any breach is not cured, within thirty (30) days of submission hereunder, the Parties may submit the dispute for resolution to, and consent to the exclusive jurisdiction of, the state courts in Brazoria

County, Texas or the United States District Court for the Southern District of Texas, Galveston Division. Nothing herein shall be construed as inhibiting the ability of either of the Parties to seek injunctive relief in the state courts in Brazoria County, Texas or the United States District Court for the Southern District of Texas, Galveston Division, to maintain the status quo and prevent either from suffering imminent irreparable harm, including any injunctive relief.

21. Severability. The invalidity of any portion of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force.

22. Interpretation. The Parties acknowledge that they jointly participated in the drafting and negotiation of the terms of this Agreement. The Parties acknowledge and agree they have had the opportunity to review the terms of this Agreement with their counsel. The Parties agree that the terms of this Agreement shall not be interpreted against either as drafter.

23. No Assignment. Neither Party may assign its rights or obligations under the terms of this Agreement to any other person or entity.

24. No Third-Party Beneficiary. Nothing in this Agreement shall create any rights in any person or entity other than the Parties hereto, including without limitation, any Candidate.

25. Headings. The headings provided in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

26. Execution in Parts. This Agreement may be executed in any number of actual or electronic copies of counterparts by each of the different Parties, each of which when so executed and delivered will be an original.

27. Authority. The Parties represent and warrant that each of their representatives signing this Agreement have authority to bind the Party to the terms of this Agreement.

AGREED BY SABER POWER SERVICES, LLC:

By: Lauren Peters

Printed Name: Lauren Peters

Title: Senior HR Director

Date: 08/04/2026

ROI Agency

AGREED BY COMPANY: _____

By: Jamal Allen

Printed Name: _____

Chief Revenue Officer

Title: _____

August 4th, 2026

Date: _____