

EXHIBIT D

HOTEL PARTICIPATION LEASED LABOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is entered into as of the Effective Date by and between the Parties, set forth below, who agree as follows:

1. **DEFINITIONS:** Capitalized terms are used as defined in this Agreement and in the Scope of Work attached as Exhibit A (the "SOW").
2. **SERVICES:** You agree to perform the Services with the highest level of professional skill, in accordance with industry standards and the terms of this Agreement.
3. **TERM:** Unless earlier terminated under this Agreement, this Agreement begins on the Effective Date and expires at the end of the Term. If not specified in the SOW, the term will be month to month. This Agreement will automatically renew on a month to month basis or until terminated in accordance with the terms of this Agreement.
4. **FEES & EXPENSES:** Subject to our acceptance of the Services and any work product you create for delivery to Hotel ("Deliverables"), Hotel will pay the Fees. You are not eligible for any bonus, additional fees or other compensation. You will be responsible for out-of-pocket expenses incurred in connection with the Services, including travel expenses, food, and lodging.
5. **REPRESENTATIONS, WARRANTIES, AND COVENANTS:** You represent, warrant and covenant that:
 - A. you are duly organized, validly existing, in good standing and qualified to do business under applicable laws where you are formed and in any jurisdiction in which you operate;
 - B. you have all requisite corporate power and authority to own and operate your assets, carry on your business, sign this Agreement, and grant any licenses under this Agreement;
 - C. the individual signing has the necessary authority and legal capacity to bind you;
 - D. you have and will maintain throughout the Term all qualifications required to perform the Services; and
 - E. with respect to any Deliverables: (i) no third party has any rights in, to or arising out of, the Deliverables and Hotel's use will not infringe any third party rights; (ii) you have (1) the right to use any third party materials

contained in the Deliverables, (2) the right to sublicense such right in accordance with the terms of this Agreement, (3) obtained all clearances and permissions as necessary for Hotel or Hilton Worldwide, Inc. ("HWI") or any of their affiliates, subsidiaries, parent, shareholders or owners (collectively, "Affiliates") to exercise its rights as set forth in this Agreement, free and clear of liens, claims and encumbrances, and (4) full power and authority to grant any and all licenses; (iii) the Deliverables will be free and clear from material defects in design and workmanship and will meet all specifications and all other statements or claims found in any performance standards, any related documentations will fully describe the proper use and be suitable for a person of average intelligence; and (iv) the Deliverables will not contain any computer code that would (or enable you to) disable software or impair in any way its operation based upon the elapsing of time, exceeding a specified number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms.

F. You will not directly or indirectly pay, offer, give or promise to pay or authorize the payment of any money or other things of value to an official or employee of a government, public organization, Hotel or HWI, any political party or candidate if any such payment, offer, act or authorization is for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of any applicable anti-bribery legislation or any of Hotel's or HWI's policies.

G. Neither you nor your owners, shareholders, officers nor directors own or are controlled by a "Restricted Person", which is defined as (1) the government of any country subject to an embargo imposed by the United States government, (2) an individual or entity located in or organized under the laws of a country that is subject to an embargo imposed by the United States Government, (3) individuals or entities ordinarily resident in any country subject to an embargo imposed by the United States Government, or (4) individuals or entities identified by a government or legal authority with whom you, the Hotel, HWI or Affiliates are prohibited or restricted including persons designated under the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers); and similar restricted party listings, including those maintained by other governments pursuant to United Nations, regional or national trade or financial sanctions. You will notify Hotel or HWI in writing immediately upon an occurrence of the above events.

H. You represent and warrant that funds received or

paid in connection with entry into or performance of this Agreement have not been and will not be derived from or commingled with the proceeds of any activities that are proscribed and punishable under the criminal laws of the United States, and that it is not engaging in this transaction in furtherance of a criminal act, including acts in violation of applicable Anti-Corruption Laws. Should you learn that conduct has or may have occurred in violation of this provision, you will immediately notify Hotel or HWI.

6. EQUAL EMPLOYMENT OPORTUNITY OBLIGATIONS: Hotel Owner or HWI is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, if you have operations physically located in the territorial United States including Puerto Rico which are involved in your performance under this AGREEMENT, and to the extent otherwise applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. **These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.** The Parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

7. YOUR STATUS: You will provide the Services exclusively as an independent contractor. You may not hold yourself out as the employee, agent, officer, director, or representative of Hotel or HWI. You will be solely responsible for all payments related to your business and employees, including all taxes. You will ensure your employees and agents comply with all terms of this Agreement and at all times comport themselves in a manner fully consistent with operation of a luxury and/or upscale hotel, including but not limited to their interactions with Hotel guests and customers, and consistent with all applicable laws. You will ensure that your employees undergo criminal background checks. You will ensure all third party suppliers engaged to perform Services will sign an agreement containing terms substantially similar to the terms of this Agreement. You warrant that during the term of this Agreement (i) all individuals who perform services under this Agreement are your common law employees and (ii) you will (i) fulfill the obligation to direct and control your employees consistent with fulfilling your obligations under this

Agreement and (ii) retain the exclusive right to direct and control these employees. You agree and acknowledge that neither you nor your employees are entitled to participate in any of the benefit plans or programs that HWI maintains for its employees. In the event any local, state or federal court, agency or other entity determines that you or your employee, agent, or subcontractor are considered an employee or common law employee of HWI, or if for any reasons you or your employee, agent, or subcontractor were to meet the eligibility criteria of any benefit plan or program available to HWI's employees or otherwise become eligible to participate in any Hotel- or HWI-sponsored benefit plans or programs, you and your employees, agents, and subcontractors waive any right to participate in, retrospectively or prospectively, or receive any benefit(s) under any Hotel or HWI-sponsored benefit plans or programs. This waiver represents a material component of the terms and compensation agreed and is not in any way conditioned on any representation or assumption concerning your status. You make this waiver on behalf of your employees and agents.

You represent and warrant that, in accordance with the expectations of the Affordable Care Act, you offer to all individuals who perform services for Hotel or HWI under this Agreement for more than 29 hours per week and their dependents under age 26 health care coverage under your health care plans and such coverage provides minimum essential coverage, provides minimum value, and is affordable for purposes of the employer responsibility provisions under Section 4980H of the Internal Revenue Code (the "Code"), and would otherwise satisfy the requirements of Code § 4980H if provided by Hotel or HWI and/or their affiliates.

You further represent and warrant that you will satisfy all reporting requirements under Code §§ 6055 and 6056 with respect to individuals who perform services for Hotel or HWI.

The parties acknowledge that the fees paid to you by Hotel or HWI include an additional amount equal to the actual cost of coverage attributable to those individuals who perform services for Hotel or HWI and who elect medical coverage under your medical plan.

HWI may audit your operations to ensure compliance with these warranties.

8. PUBLICITY: You may not display or distribute any signs or notices upon Hotel premises without prior written approval of Hotel. You may not issue public announcements or press releases relating to Hotel or HWI or Affiliates without prior written consent.

9. CONFIDENTIALITY: You will treat all information and materials provided to you by the Hotel and/or HWI or Affiliates ("Confidential Information") as

strictly confidential and with at least the same degree of care that you use to protect your own most valuable confidential and proprietary information. You may use Confidential Information only for the purpose of providing the Services. You will disclose or permit access to Confidential Information only to your employees and representatives who have a need to know the Confidential Information in order to provide the Services. You will be strictly liable for any disclosure or unauthorized use of Confidential Information by any person to whom you disclose the Confidential Information.

Confidential Information does not include information that is publicly available, that you obtain from independent sources free of any obligation, other than through improper disclosure, or that you develop independently of and without reference to the Confidential Information. If you are required by law, rule or regulation or court order to disclose any Confidential Information, you will promptly notify the Hotel in writing prior to making any disclosure and will reasonably cooperate with any effort by the Hotel, HWI or Affiliates to obtain a protective order or other remedy. At the Hotel's request, you will promptly return or destroy all Confidential Information in your possession or control and certify the same to Hotel.

10. **PRIVACY:** If in providing the Services you have access to Personal Information (as defined in the Privacy Policy defined herein), you will comply with the Hilton Worldwide, Inc. Privacy and Data Protection Policy for Service Providers (the "**Privacy Policy**"), posted at: <http://www.hiltondistribution.com/privacyanddataprotectionstandards.htm> and incorporated herein. You acknowledge that you have had the opportunity to view the Privacy Policy. If any of the terms of this Agreement conflict with the Privacy Policy, the provision more protective of the Hotel, HWI and Affiliates prevails. HWI will post amendments to the Privacy Policy at the foregoing URL or another URL provided by Hotel. Your continued performance of the Services after the posting of an amendment will constitute your agreement to comply with the amended Privacy Policy.

11. **MARKS:** You acknowledge that Hotel, HWI or Affiliates is the owner of all trademarks, trade names, service marks, copyrights and logos (collectively "**Marks**") that they provide to you in connection with the Services. You do not have any ownership rights in the Marks and may not use the Marks in any fashion without the express written consent of Hotel. You will not take (or fail to take) any action if it will result in a challenge to the validity of the Marks or ownership of the Marks. You will not (i) contest or deny the validity of, right or title to the Marks; (ii) encourage or assist others directly or indirectly to do so at any time; nor (iii) use the Marks in any manner that

would diminish the value of the Marks or harm the reputation of Hotel or HWI. You have no right to authorize any third party to use the Marks. You will use the Marks in accordance with any guidelines and instructions provided by Hotel or HWI.

12. **AUDIT:** Hotel or HWI may examine and copy your books relating to the Services at any time during normal business hours and upon reasonable notice. You agree to maintain accurate accounting of all expenses incurred in connection with this Agreement.

13. **LAWS, LICENSES AND REGULATIONS:** Each party will comply with all applicable laws, regulations, codes, ordinances and rules (the "**Applicable Laws**") in connection with this Agreement. You will maintain at your expense all permits or licenses required to perform the Services.

14. **LIENS:** You will keep all Hotel property free and clear from all liens. Hotel may require as a condition to payment waivers or releases of liens or receipts in full and an affidavit that all such claims have been fully satisfied.

15. **ASSIGNMENT, SUBCONTRACTING:** You will not assign nor subcontract your obligations under this Agreement, nor encumber this Agreement without Hotel's prior written consent. HWI is the only third party beneficiary to this Agreement and you agree that HWI has the right to directly enforce against you any obligations under this Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and assigns. You are jointly and severally liable for the actions of your assignees and contractors.

16. **INDEMNIFICATION:** You will defend, indemnify and hold harmless Hotel, HWI and Affiliates and their respective officers, directors, agents, contractors, employees (collectively referred to as the "**Indemnitees**"), against and from any and all allegations, demands, claims, liabilities, excise taxes, penalties, damages, or costs of any kind (including reasonable attorneys' fees), whether or not occurring during the Term ("**Claims**"), arising out of or in any way connected with (A) your breach of this Agreement, (B) your negligence, (C) your actual or alleged infringement of the rights of any person, including without limitation, copyright, patent, trade secret, trademark, privacy, publicity or other intellectual property laws, or (D) claims asserting that Hotel or HWI or any of its subsidiary, affiliated or related companies is an employer or joint employer of persons providing Services pursuant to this Agreement, including but not limited to excise taxes or penalties imposed on Hotel or HWI or its affiliates pursuant to Code §§ 4980H, 6055 or 6056. Any Indemnitees against whom a Claim has been made may, by notice to you, require you to defend the Claim at your own expense and to reimburse the Indemnitees any amounts paid or payable,

including reasonable attorney fees and costs.

17. **INSURANCE:** You will maintain insurance at your own cost continuously throughout the Term and during any period in which you perform the Services. The insurance will comply with the requirements attached as Exhibit B, which Hotel may update from time to time. On behalf of yourself and your insurers, you waive all rights against Hotel, HWI, their Affiliates and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by your insurance regardless of deductibles, if any.

18. **TERMINATION:** Hotel may terminate this Agreement for any reason upon thirty (30) days written notice to you. Hotel may terminate this Agreement immediately in the event:

A. You breach this Agreement and you fail to cure your breach where such breach is capable of being cured within 10 days' of written notice of termination from Hotel;

B. There is a material adverse change in your business or financial condition;

C. You cease doing business;

D. There is a change of control over you without Hotel's consent;

E. Applicable laws may materially interfere with your ability to provide the Services;

F. You violate Section 6 or 7 or any of the Confidentiality, Privacy or Laws, Licenses and Regulations provisions of this Agreement.

19. **POST TERMINATION OBLIGATIONS:** Upon termination of this Agreement, you will provide reasonable transition assistance to Hotel including providing all Deliverables and Services, fully or partially completed, in the format requested by Hotel, and cooperating with any successor service provider. If Hotel terminates this Agreement for cause, you will pay costs of transition.

20. **REMEDIES:** You acknowledge that Hotel's remedy at law for breach of this Agreement would be inadequate. You therefore consent to temporary and permanent injunctive relief and/or specific performance in any proceeding brought to enforce this Agreement, without the necessity of proof of actual damage, in addition to all other remedies under this Agreement or available at law.

21. **MISCELLANEOUS:**

A. Neither Party is the drafter of this Agreement and no provision should be construed against either Party as the drafter.

B. Except as provided below, any provision of this Agreement held unenforceable will be deemed severed from this Agreement. The remainder of the Agreement

will remain in full force and effect. If a provision is held unenforceable because it is unreasonable, onerous or unduly restrictive, it will remain effective to the maximum extent permissible within reasonable bounds.

C. Provisions intended to survive (including Sections 6-9, 14, 15, 16, 17 and 23) will survive the expiration or termination of this Agreement.

22. **NATURE OF AGREEMENT:** This Agreement does not grant you any license or other interest or real estate interest in the Hotel premises or asset. Your use of Hotel premises is non-exclusive, fully revocable and only permitted to the extent required to perform the Services.

23. **NOTICES:** All notices to be given under this Agreement must be in writing and sent to the address specified on the SOW. Notices are effective on the earlier of: (A) one business day after being sent by next day delivery service; or (B) three business days after being sent by certified or registered mail. All notices will be sent to the receiving Party's address as set forth in the applicable SOW.

24. **MODIFICATION; ENTIRETY OF AGREEMENT:** This Agreement is the full and complete understanding of the Parties regarding the Services and supersedes any prior written or oral agreements. This Agreement may only be modified by a subsequent writing executed by duly-authorized representatives of both Parties which expressly states that it is a modification of this Agreement.

25. **GOVERNING LAW AND VENUE:** This Agreement is governed by and interpreted under the laws of the jurisdiction in which the Hotel is located. Any litigation arising out of or related to this Agreement will be filed in a court of competent jurisdiction in which the Hotel is located. The Parties unconditionally and irrevocably submit themselves to the exclusive jurisdiction of these courts.

26. **COUNTERPARTS:** This Agreement may be executed in counterparts and exchanged by facsimile or electronically scanned copy. Each such counterpart will be deemed to be an original and all such counterparts together will constitute one and the same Agreement.

THE PARTIES:

"You" "Your" "Yourself" or "Vendor"


Entity Name: Acrobat Outsourcing

Signed:

Name (Print)

Position Title

Dated:


Steven Gonzalez
Operations Manager
5/25/18

Hotel

Hotel Owner Name:

(fill in Legal Entity Name of party to Hilton Management Agreement above)

d/b/a Hotel Name:

By:

(fill in Management Entity Name above that is a party to the Hilton Management Agreement)

Signed

Name (Print):

Position Title:

for Hotel and Authorized Representative of Managing Agent

Dated:

HIT Portfolio 1 Owner LLC
Hampton Inn Kansas City Overland Park, KS
Hampton Inns Management LLC
Aron Turner
General Manager
5/25/18

EXHIBIT A
HOTEL PARTICIPATION
LEASED LABOR SERVICES AGREEMENT
SCOPE OF WORK

THIS SOW forms part of the Services Agreement by and between the parties set forth below (as defined as "Vendor" and "Hotel"). Vendor and Hotel are collectively the "Parties" and individually, a "Party".

| | |
|-----------------------------------|---|
| Vendor | Acrobat Outsourcing a California corporation located at 665 Third St. Suite 415, San Francisco, CA 94107 |
| Hotel | [insert Owner's name] trading as [insert name of Hotel], |
| Effective Date | [insert date the agreement starts on] |
| Premises | [address of hotel] |
| Term | The term of this Agreement will begin on the Effective Date and continue until [insert end of term] ("End Date"). After the End Date, this Agreement will continue on a month to month basis unless otherwise agreed in writing by the Parties. All renewals must be on a month to month basis unless otherwise agreed in writing by the Parties. |
| Primary contact for Vendor | Vendor will appoint a representative who will supervise and coordinate the performance of the Services and has the authority to bind the Vendor. Such person is: [Insert: (i) name/position of recipient; (ii) address; and (iii) fax number] |
| Primary contact for Hotel | [Insert: (i) name/position of recipient; (ii) address; and (iii) fax number] |

1. Description of the Services ("Services"):

- a. **Engagement.** Hotel engages Vendor to provide temporary labor (the "Workers") to the Premises to perform the Services described below or as otherwise communicated by Hotel to Vendor from time to time. Vendor will provide Workers who are able to perform the Services required under this Agreement on a professional basis, and supervisory personnel to oversee all work of the Workers. Vendor will be responsible for ensuring transportation of any Worker to the Premises. Vendor will also be responsible for all training of its workers to ensure that they are competent to perform the Services.
 - b. **Description of Services:** The specific description of services will be provided to Vendor from time to time by Hotel.
 - c. **Number and type of Workers Required:**
 - i. The Vendor will decide the number and type of Workers required based upon the Description of Services. Attached as Attachment 1 is the list of positions provided by the Vendor and the number of Workers Vendor recommends as necessary to provide the Services.
 - ii. If Hotel contacts Vendor at least thirty (30) days before a required start date, Vendor guarantees the availability of the qualified Workers. If Hotel has an emergency or last-minute requirement for additional Services, Vendor will respond promptly to assign a sufficient number of Workers to Hotel.
 - d. **Vendor employment of Workers:** Vendor will be responsible for all aspects of employing the Workers and will ensure that the Workers acknowledge that they are employees of the Vendor and not of Hotel or Hilton Worldwide, Inc. Vendor is solely responsible for compliance with all laws with respect to its business and the employment of the Workers. At Hotel's request, Vendor will certify in writing from time to time that it is in compliance with all laws, rules and regulations. Vendor certifies that it is an Equal Opportunity Employer. Vendor's responsibilities include:
-

- i. recruit, screen, interview, select, hire, train, and assign to Hotel the Workers;
 - ii. pay the wages, overtime, and benefits to Workers;
 - iii. directly supervise the work of and exercise human resources (non-operational) supervision of the Workers;
 - iv. handle all related employment law disclosures and maintenance of payroll records;
 - v. withhold, remit and report payroll taxes and workers' compensation relating to the Workers;
 - vi. obtain and administer temporary personnel's I-9 documentation and verification of employment eligibility under applicable legal requirements and restrictions (including the Immigration Reform and Control Act of 1986, as amended); and
 - vii. conduct criminal background checks as are common in the industry, designed to ensure the safety and security of persons and property on the Premises and as are agreed in writing by Hotel.
- e. **Conduct of Workers.** Vendor will ensure Workers appear and conduct themselves while on the Premises in a professional manner and to not interfere with the guests or business of the Hotel. Vendor, as employer of record, will be responsible for the hiring, disciplinary action including termination, or reward of all Workers. Vendor will not offer to Hotel any Workers previously removed from the Hotel.
- f. If Hotel notifies Vendor that it is unsatisfied with Vendor's performance of any Services, Vendor shall not bill Hotel for the work associated with such unsatisfactory performance.
2. **Fees and Payments:** Hotel will pay Vendor rates as follows.

- a. **Bill Rate:** Bill rates are as follows:

| Vendor positions available | Bill Rate |
|---|----------------|
| [insert Worker job description] Maintenance | \$ [] \$18.50 |
| [insert Worker job description] | \$ [] |
| [insert Workerdescription] | \$ [] |
| [insert Workerdescription] | \$ [] |
| [insert Workerdescription] | \$ [] |

- b. The Parties may revise or add to the Rates upon written agreement by an authorized officer of Hotel and Vendor.
 - c. Straight time rates are billed for all hours worked. Overtime is paid for all hours worked in excess of 40 hours per week. Vendor will not be compensated for overtime hours unless approved by Hotel in writing in advance. Payment by Hotel of overtime rates only apply with respect with respect to Overtime worked for Hotel. Vendor is fully responsible for calculating and paying any Overtime for Workers who may earn Overtime due to cumulative work for multiple hotels/customers.
 - d. Rates are inclusive of (i) all payroll costs, including employer overhead and fringe costs, (ii) any overtime due by Vendor as employer, (iii) all administrative costs such as screening, background checks and training time; and (iv) all costs to comply with the onsite supervision requirements of this Agreement.
 - e. Rates are exclusive of any applicable sales taxes and other taxes, which will show as a separate line item on the invoice.
 - f. Overtime: Calculated as straight pay multiplied by state overtime law.
 - g. Expenses: Vendor will bear the cost of all expenses incurred by Vendor in connection with providing the Services or otherwise. In the event that Hotel agrees to reimburse Vendor, Hotel must approve all such expenses in advance and in writing and/or Vendor comply with Hotel's expense and travel policies as they may change from time to time. Expenses not in compliance with this section will not be reimbursable.
3. **Payment Terms:**
- a. Vendor will provide Hotel with an invoice (in writing or electronically as the parties may agree) with specificity and details as Hotel may require. Such invoice will, at a minimum, identify the Worker, break down the number of hours or partial hours per person and per task, the reimbursable expenses (on a line item basis)(if applicable). The invoice will also include the total amount of fees charged by Vendor to date and a comparison of fees as against budget. Hotel will pay undisputed charges from the invoice within thirty (30) days of its receipt of the invoice.

- b. **No Fee Unless Engagement.** Hotel will not be obligated to pay any fee or other reimbursement or compensation to Vendor until and unless Worker commences to perform Services for the Hotel.

4. **Additional Provisions:** Parties agree to the following additional provisions:

a. **Non-Exclusivity.** Vendor (on its own behalf and for its contractors, agents and employees) acknowledges and agrees that this Agreement is a non-exclusive agreement and that Hotel may deal with any other persons or entities with respect to the subject matter of this Agreement at any time. Subject to full compliance with Section 1.c.ii and all other requirements of this Agreement, Vendor shall have the right to choose the specific Workers to perform the Services, to replace assigned Workers with other properly trained and qualified Workers, and to choose in its discretion to schedule Workers assigned to Hotel to work for other clients of Vendor.

b. **Non-Solicitation.** During the term of this Agreement and for a period of one (1) year thereafter, Vendor will not, directly or indirectly, solicit, divert or hire away (or attempt to solicit, divert, or hire away) to or for itself or any third party, any employee of Hotel whether or not such employee is full-time, part-time, or temporary, whether or not such employment is pursuant to a written agreement and whether or not such employment is for a determined period or terminable at will.

c. **Entire Agreement.** This Agreement and Exhibits constitutes the Entire Agreement. Any scope of work or proposal provided by Vendor and/or any language in purchase orders or invoices (whether or not attached to this Agreement) is specifically superseded so that the terms of this Agreement will prevail.

e. **Transition.** Upon the expiration or termination of this Agreement or any assignment of a Worker, Vendor will return (and assure that its Worker return) to Hotel all documents, equipment and materials belonging to Hotel and certify that all has been returned. Hotel will only pay for services actually provided prior to the date of termination or expiration.

f. **Cooperation.** In the event that a Worker is involved in a claim by a third party (guest, invitee) or Hotel Employee, Vendor agrees to cooperate and assist in any investigation of such.

5. **Conversion Schedule:** In the event that Hotel wishes to convert a Worker to a Hotel employee, Hotel will pay to Vendor a conversion fee as follows:

No Fee: after the earlier of (i) three (3) months from the date the Worker is first placed through Vendor, or (ii) the Worker provides four hundred and eighty (480) hours of services for Hotel under this Agreement. Otherwise, if the Worker has been placed less than three (3) months, the Hotel will pay a Fee as follows:

| Hours Worked by Worker on Vendor's Payroll | Conversion Fee (based on total annual compensation)** |
|--|---|
| 401-480 hours | % |
| 301-400 hours | % |
| 201-300 hours | % |
| 101-200 hours | % |
| 1-100 hours | % |

EXHIBIT B
HOTEL LEVEL SERVICES AGREEMENT
PROVIDER INSURANCE REQUIREMENTS

At Provider's expense, Provider shall maintain insurance coverage of the following types continuously throughout the Term of this Agreement or during any period work is performed relating to this contract:

- (a) Occupational Injury Scheme (Worker's Compensation insurance) as required by local laws and regulations, and Employers' Liability insurance with a limit not less than US\$ 1,000,000 each accident for bodily injury, US\$ 1,000,000 each employee for bodily injury by disease, and US\$ 1,000,000 policy limit for disease.
- (b) General (Public) Liability insurance with a limit not less than US\$ 2,000,000 each occurrence covering liability arising from bodily injury, property damage, independent contractors, products-completed operations, advertising injury and liability assumed under an insured contract. Hotel and Hilton Worldwide, Inc. (including its parent, subsidiaries and affiliates) shall be included as additional insured on this policy.
- (c) If Provider's SOW requires or involves the use of an auto on hotel property, Provider shall carry 3rd Party Motor Vehicle insurance with a limit not less than US\$ 1,000,000 each accident covering owned, scheduled, leased, hired or other autos. Hotel and Hilton Worldwide, Inc. (including its parent subsidiaries and affiliates) shall be included as additional insured on this policy.
- (d) Professional Liability insurance with a limit of not less than US\$ 1,000,000, including Errors And Omissions or equivalent coverage for liability arising out of media activities, as well as coverage for intellectual property infringement, defamation, misleading and deceptive conduct, and claims arising out of Provider's negligent or willful errors or omissions during the performance of the services. Such insurance shall also include coverage for reasonable attorneys' fees and investigation costs.
- (e) At its option, Provider may purchase insurance to cover its personal property, including its tools and equipment. In no event shall Hotel be liable for any damage to or loss of personal property sustained by Provider, whether or not it is insured.
- (f) The insurance required above may be satisfied by any combination of primary, umbrella and/or excess insurance policies.

Provider's insurance shall apply as primary to any other insurance or self-insurance available to Hotel. Provider waives on behalf of itself and its insurers all rights of subrogation against Hotel and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by its insurance regardless of any deductibles. Insurance companies affording the coverage required above shall have a A.M. Best rating of not less than A /VII. Failure to maintain the required insurance may result in termination of this Agreement at Hotel's option. By requiring insurance herein, Hotel does not represent that coverage and limits will be adequate to protect Provider. The requirements contained herein shall not be construed in any manner to relieve or limit Provider's indemnification obligations for any loss or claim arising out of this Agreement.

Prior to the execution date of this Agreement or commencement of any activity contemplated under this contract, whichever is earlier, Provider shall furnish Hotel with certificate of insurance providing evidence of compliance with the above requirements. Thirty days' (30) written notice to Hotel prior to cancellation or material change is required. If appearing on the certificate of insurance, the phrases "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted from the certificate's cancellation provision.
