



**THE SERVICE  
COMPANIES**

## The Service Companies Services Agreement

This agreement between **TSC Hospitality Services**, a wholly-owned subsidiary of The Service Companies, Inc., with its principal office located at 303 Hegenberger Road, Suite 300, Oakland, CA 94621 (“**STAFFING FIRM**”), and **Checkr, Inc.**, located at 1 Montgomery Street, Suite 2400 San Francisco CA 94104 (“**CLIENT**” or “**Checkr**”), is made effective as of November \_\_, 2019 and will continue for a period of 1 year until November \_\_, 2020 (the “**Agreement**”). **STAFFING FIRM** and **CLIENT** are jointly herein referred to as “**Parties**” and, solely, as “**Party**”. This contract will automatically renew after 1 year, unless either party sends written notice to the other party of its intent not to renew at least thirty (30) days prior the expiration of the then current term or unless otherwise terminated in accordance with the terms herein.

**CLIENT** shall submit to **STAFFING FIRM** a written request for services in a form substantially similar to the document attached hereto (“**Work Request Form**”). Each **Work Request Form** shall describe the work to be performed by **STAFFING FIRM** (the “**Assignment**”). **STAFFING FIRM** agrees that the **Assignment**, as described in the **Work Request Form**, shall only be performed by **STAFFING FIRM**'s employees (“**Staff Member**”) who: (i) are subject to the background check requirements of the Background Check and Testing Section herein; (ii) are industry qualified and meet the requirements necessary to perform the **Assignment**; and (iii) have signed agreements with **STAFFING FIRM** that require them to comply with the Confidentiality Section and Data Protection and Security Section herein. Changes to the **Work Request Form** may be requested by telephone or by email.

**Bill Rates:** Our bill rates include the employee's hourly wage, and all deductions required by State and Federal legislation -- including employer's contribution for FICA taxes, providing Unemployment and Worker's Compensation, liability insurance and fidelity bonding, San Francisco sick leave, and commuter ordinances as well as other deductions and benefits paid to or on behalf of our employees such as the required San Francisco Health Care Security Ordinance (HCSO) hourly expenditure per employee. Additionally, all administrative charges are covered, including preparation of W-2 forms at the end of the year.

Position	Bill Rate								
Dishwasher/Utilities (Day Porter Concierge)	Employee's hourly rate plus 68% Markup								
<p><b>* STAFFING FIRM observes the following Holidays:</b></p> <table> <tr> <td>New Year's Day</td><td>Labor Day</td></tr> <tr> <td>Easter Sunday</td><td>Thanksgiving Day</td></tr> <tr> <td>Memorial Day</td><td>Christmas Day</td></tr> <tr> <td>Independence Day</td><td></td></tr> </table> <p><b>On these dates your normal bill rate will increase 1.5X.</b></p>		New Year's Day	Labor Day	Easter Sunday	Thanksgiving Day	Memorial Day	Christmas Day	Independence Day	
New Year's Day	Labor Day								
Easter Sunday	Thanksgiving Day								
Memorial Day	Christmas Day								
Independence Day									

**STAFFING FIRM** may, on occasion, increase the rates in proportion to any legislatively mandated new or increased cost which may be required by federal, state, or local law, such as FICA State Unemployment Tax. Changes to the rate may also include any new or increased cost associated with the passage of a federal or state law mandating certain benefits for employees. **STAFFING FIRM** shall provide **CLIENT** with written

notice of any proposed increase in rate at least thirty (30) days prior to the date on which an increase of rates is to become effective. The Parties shall mutually agree upon the increase of rates before such increase becomes effective.

**Health Care Security Ordinance (HCSO):** STAFFING FIRM shall comply with the San Francisco HCSO and the Affordable Care Act. STAFFING FIRM either provides medical benefits or contributes to an irrevocable reimbursement account in accordance with the HCSO. Compliance with the HCSO and the Affordable Care Act is the sole responsibility of STAFFING FIRM with regard to its employees.

**Five-hour Minimum:** STAFFING FIRM requires CLIENT to schedule a Staff Member for a minimum of five hours per workday. Subject to the Cancellation Policy herein, if a Staff Member is scheduled to work a minimum of five hours in one day and the Staff Member is already on site, but is sent home in less than five hours due to a lack of work, the Staff Member will be paid for five hours and THE CLIENT will be billed for five hours. **Show-up:** In the event CLIENT cancels the Staff Member's assignment and the Staff Member is already on his/her way to work, or already at the worksite, CLIENT will be billed for five hours, subject to the Cancellation Policy and Performance Warranties Sections herein.

**Cancellation Policy:** Subject to the Performance Warranties Section herein, STAFFING FIRM shall apply a cancellation fee of 50% of the estimated fees for the hours scheduled for the first day of the Assignment, if STAFFING FIRM is notified of the cancellation less than 36 hours of the scheduled start time of the Assignment. Assignments cancelled with at least a 36-hour notice shall not be subject to any cancellation fees. The Parties agree that CLIENT shall book Staffing Member for a minimum of 5 hours per workday. For Assignments scheduled for Saturday, Sunday or Monday, cancellation fees will not be applied to cancellations or order changes received by Friday morning at 9 a.m. PST.

**Performance Warranties:** STAFFING FIRM represents and warrants that: (i) the assigned Staff Member will provide all services for the Assignment in accordance with the specifications of the applicable Work Request Form; and (ii) any related services will be provided in a timely, professional and workmanlike manner by well-qualified personnel and in conformance with high industry standards. If CLIENT finds any assigned Staff Member's qualifications or general work-related behavior in breach of the foregoing warranties, and notifies STAFFING FIRM of the breach within one (1) hour of the start time of the Assignment, STAFFING FIRM will not charge for the first two (2) hours of the assignment and will make reasonable efforts to replace the assigned employee immediately. Should STAFFING FIRM fail to provide an acceptable replacement for the Staff Member, CLIENT may at its option: (i) extend the period of time for STAFFING FIRM to remedy the defects (without waiving its other remedies); (ii) accept the Assignment for a lesser payment to be agreed to by the Parties; or (iii) terminate the applicable Work Request Form and no charges or cancellation fees will be applied.

**Additional Warranties.** STAFFING FIRM further represents and warrants that: (a) STAFFING FIRM has full right and power to enter into and perform this Agreement without the consent of any third party, and its performance under this Agreement will not conflict with any other obligation it may have to any other party; (b) STAFFING FIRM has all necessary rights, licenses, permits and permissions to provide the services related to this Agreement and any Work Request Form, and related services and to otherwise perform its obligations under this Agreement; (c) the Assignment, CLIENT's use thereof, and any related services provided by STAFFING FIRM will not violate third party rights (including privacy, publicity and Intellectual Property Rights) and will not require any third party permissions, consents or clearances; (d) STAFFING FIRM will (and will ensure that the Assignment, their provision, and any related services) comply with any applicable laws, rules, regulations and orders, including applicable data privacy laws; (e) STAFFING FIRM will not disable or suspend access to the Assignment or related services unless this Agreement has been terminated as expressly permitted herein; and (f) STAFFING FIRM is not aware of any pending or threatened claims, suits, actions, or charges pertaining to this Agreement (or related services) or that could affect its ability to perform under this Agreement.

**Warranty Disclaimer:** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT: (A) NEITHER PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED AND (B) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EACH PARTY EXPRESSLY DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF NON- INFRINGEMENT, MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE.

**Limitations of Liability:** EXCEPT AS OTHERWISE SPECIFIED IN THIS SECTION: (A) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT STRICT LIABILITY OR OTHERWISE), EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND (B) EACH PARTY'S ENTIRE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE BY CLIENT TO STAFFING FIRM IN THE TWENTY-FOUR (24) MONTHS PRECEDING THE CLAIM. THIS SECTION WILL NOT PROTECT OR OTHERWISE APPLY TO EITHER PARTY WITH RESPECT TO ANY CLAIMS OR LIABILITY RELATED TO: (A) ITS OBLIGATIONS UNDER OR BREACHES OF THE SECTIONS REGARDING ADDITIONAL WARRANTIES, INDEMNIFICATION, CONFIDENTIALITY OR DATA PROTECTION AND SECURITY OR (B) ITS GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD. The Parties agree that the limitations specified in this Section will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

**Confidentiality:** Each Party may have access to information (in any form) that relates to the other Party and its activities which is identified by the disclosing Party as confidential or reasonably understood to be confidential ("Confidential Information"). The receiving Party agrees that Confidential Information may only be used for the purposes set out in the Agreement and that it will protect Confidential Information in the same manner that it protects its own similar confidential information, but in no event using less than a reasonable standard of care. Confidential Information may only be disclosed to an employee or Staff Member if required for the purpose of the Agreement and provided such parties are bound by substantially similar obligations of confidentiality. Nothing in the Agreement will prohibit or limit either Party's use of information (i) previously known to it without an obligation not to disclose such information, (ii) independently developed by or for it without use of Confidential Information, (iii) acquired by it from a third-party which was not, to the receiver's knowledge, under an obligation not to disclose such information, or (iv) which is or becomes publicly available through no breach of the Agreement.

**Data Protection and Security:** Staff Member must use and/or access only the Checkr's Properties that are designated by Checkr for Staff Member. Any such use or access must occur only: (i) during the time periods permitted by Checkr; (ii) for the purpose of providing the services related to the Assignment to CLIENT and (iii) in compliance with any instructions provided by CLIENT. Access to Checkr's Properties by individuals not authorized by CLIENT is expressly prohibited. "Checkr Properties" means any system or component (including any hardware, computer, server, virtual machine, network, peripheral, device, software, PaaS, IaaS, SaaS and cloud computing system) of Checkr's or its Affiliates' product or technology infrastructure, whether presently existing or subsequently developed and/or obtained, including those provided to Checkr by third parties. STAFFING FIRM must not commercially exploit Checkr Data or allow it to be commercially exploited by any third party, including by selling or licensing Checkr Data to any third party for any purpose whatsoever. "Checkr Data" means all data or content of any type that STAFFING FIRM receives, accesses or collects from or on behalf of Checkr or its affiliates in connection with providing the Services or related services, including, but not limited to: certain trademarks, service marks, logos and other distinctive brand elements of Checkr; and information of the foregoing type pertaining or belonging to Checkr's end users, customers or employees. STAFFING FIRM will comply with Checkr's reasonable instructions with respect to Checkr Data. STAFFING FIRM will cease access to and use of any Checkr Data and Checkr Properties promptly

upon termination or expiration of this Agreement. STAFFING FIRM will implement and maintain administrative, physical and technical safeguards that prevent unauthorized use, access, processing, destruction, loss, alteration or disclosure of any Checkr Data and/or Checkr Properties and to otherwise protect against security breaches. Such safeguards must include without limitation: (i) all reasonable precautions taken with respect to the employment of and access given to STAFFING FIRM personnel, including reasonably-required background checks, assignment of access privileges to individuals based on least-access principles and enforcement of such access privileges through available technical and other means; and (ii) other administrative, physical and technical safeguards that meet industry best practices. At Checkr's request, Vendor will execute and abide by additional security terms where required by applicable law or regulation.

**Indemnification:** STAFFING FIRM shall indemnify and hold CLIENT harmless from and against any and all third-party claims and demands and related losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) relating to: a) any actual or alleged breach of the Additional Warranties Section or the Data Protection and Security Section or (b) any injury to STAFFING FIRM's or CLIENT'S employees, agents, or representatives, and to STAFFING FIRM or CLIENT's property, arising out of or resulting in any manner from or occurring in connection with STAFFING FIRM's negligence or intentional misconduct in the performance of the Assignment under this Agreement or related Work Request Form, except to the extent caused by the gross negligence or intentional acts or omissions of CLIENT.

**Employee Timesheets:** STAFFING FIRM pays its employees weekly. In order to accommodate this and ensure accurate invoicing, STAFFING FIRM utilizes paper time sheets, which will be provided to CLIENT by CLIENT'S local staffing manager. These time slips will have the names of the Staff Member reporting to the Assignment, as well as a place to indicate: (i) time in, (ii) time out, and (iii) break time. The time sheet requires the initials of the Staff Member, as well as the signature of the CLIENT to ensure the validity of the recorded time by all Parties. After the shift, CLIENT shall return the timesheet via email or by fax to CLIENT'S local staffing manager the following business day.

**Employee Breaks:** Per California labor laws, an employee must: (a) receive a 10-minute break for every 4 hours that an employee works, provided the shift is at least 5 hours; and (b) receive an uninterrupted 30-minute break after 5 hours, except when the workday will be completed in 6 hours or less and there is mutual employer/employee consent to waive the break period. If Staff Member is working more than 8 hours, additional breaks must be provided.

**Background Check and Testing:** STAFFING FIRM represents and warrants that its employees and each assigned Staff Member shall have been the subject of a complete background check including, but not limited to, reference, DMV, criminal record and other checks (collectively "Background Checks") conducted by or on behalf of STAFFING FIRM. STAFFING FIRM further represents and warrants that STAFFING FIRM will only assign Staff Members who have passed the Background Checks to perform the Assignment hereunder. To the extent permitted by applicable law, Background Checks must demonstrate that the Staff Member has no convictions or pending criminal charges that would render the Staff Member unsuitable to perform such services.

**Independent Contractor:** STAFFING FIRM and CLIENT agree that the Staff Members fulfilling the Assignment under this Agreement are employees of STAFFING FIRM and not employees of CLIENT and, accordingly, STAFFING FIRM will pay (and shall not be entitled to any contribution or reimbursement from CLIENT with respect to) any and all salaries, wages, federal or state or local taxes (e.g., income, unemployment insurance, disability insurance), withholdings (including FICA), workers compensation, benefits, expenses (e.g., travel, relocation) or other costs related to consultants. Only expenses authorized by CLIENT can be billed for reimbursement. Nothing in this Agreement shall in any way be construed to constitute STAFFING

FIRM as a CLIENT partner, agent, employee or representative. STAFFING FIRM has no authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf of CLIENT. STAFFING FIRM is solely responsible for all taxes, withholdings, and other similar statutory obligations other than any applicable sales or use tax, and STAFFING FIRM agrees to defend, indemnify and hold CLIENT harmless from any and all claims arising out of or related to STAFFING FIRM's failure to satisfy any such tax and withholding obligations and other statutory obligations.

**Hiring a STAFFING FIRM Employee:** Should CLIENT wish to hire a Staff Member of STAFFING FIRM as a permanent employee, conversion fees and/or hiring fees will apply. Hiring options include:

1. If CLIENT retains Staff Member through the STAFFING FIRM for at least 90 days with a minimum of 520 hours worked, CLIENT shall have the option of hiring Staff Member as an employee of CLIENT with a Conversion fee of \$0. CLIENT must notify STAFFING FIRM if CLIENT decides to hire Staff Member as an employee.
2. CLIENT will be subject to a Temporary-to-Hire Conversion fee of \$6,500 for each Staff Member that CLIENT hires who has: (a) worked less than 90 Days; or (b) worked less than 520 hours.

**Payment Terms:** ALL undisputed invoices are Due within thirty (30) days of CLIENT's receipt of invoice. CLIENT will pay applicable sales taxes (if any) for services related to the Assignment that STAFFING FIRM is legally required to collect from CLIENT, provided STAFFING FIRM identifies such sales taxes on its invoice and includes them as a separate line item in the related invoice. Otherwise, CLIENT will not be responsible for any taxes, including those imposed on STAFFING FIRM's income, and may withhold from its payments any taxes required to be withheld under applicable law.

**Finance Charge:** CLIENT agrees to pay interest on any unpaid balances of an undisputed invoice after thirty (30) days from the receipt of the invoice, at the compounded rate of 1.5% per month (Annual Percentage Rate of 18%) or the maximum legal rate, whichever is lower, calculated from the date of the invoice.

**Term of Agreement:**

**Termination for Cause:** Either party may terminate this Agreement if the other party fails to cure any material breach 15 days after written notice of such breach. CLIENT may terminate this Agreement (and/or any Work Request Form) for cause without cure period if STAFFING FIRM or Staff Member: (i) commits repeated offenses, meaning breaches of this Agreement (even if subsequently cured) occurring three or more times during any 12-month period; (ii) breaches its obligations under the Indemnification Section, Confidentiality Section or Data Protection and Security Section; or (iii) becomes insolvent, has a receiver appointed with respect to its assets, ceases to do business in the ordinary course, seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against it and not dismissed within sixty (60) days.

**Termination for Convenience:** The Agreement may be terminated by either Party upon 15 days written notice to the other party, except that, if a Party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either Party may terminate the agreement upon 24 hours written notice. No provision of this Agreement may be amended or waived unless agreed to in writing signed by the parties.

Authorized representatives of the Parties have executed this Agreement below to express the Parties' agreement to its terms. The provisions of this Agreement will inure to the benefit of and be binding on the Parties and their respective representatives, successors, and assigns.

CLIENT	DocuSigned by: <i>Todd Freedman</i> DA8E5485A7DC424...
Signature	Todd Freedman
Printed Name	Head of Finance
Title	12/12/2019
Date	

STAFFING FIRM: TSC HOSPITALITY SERVICES	DocuSigned by: <i>Lisa Powers</i> F3F814A07FF8474...
Signature	Lisa Powers
Printed Name	Business Development Manager
Title	12/12/2019
Date	

Agreement Provided By: Lisa Powers



## Work Request Form

Date: October - 2019

### COMPANY INFORMATION:

Company Name: \_\_\_\_\_ Website: \_\_\_\_\_

Type of Company:

- ☐ Conference Planner
- ☐ Event Production
- ☐ Food Production or Demo
- ☐ Education
- ☐ Event Facility
- ☐ Caterer
- ☐ Restaurant
- ☐ Corporate Cafeteria
- ☐ Organization: \_\_\_\_\_

### LOCATION (if different locations, please list top 5 locations)

Please provide venue name, address and specific meeting room or check in procedure:

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Are there parking options? \_\_\_\_\_

Willing to pay for Transportation, if needed for staff? Y / N

Willing to pay for Transportation, if emergency? Y / N

- Transportation options, if needed: Taxi or Uber/Lyft/Rideshare or Public Transportation

### STAFFING NEEDS

Select the positions you are likely to need at some point:

- ☐ Concierge/Information Clerk
- ☐ Registration Cashiers/Customer Service
- ☐ Materials Production
- ☐ Room/Line Monitors
- ☐ Event Help ☐ Other \_\_\_\_\_

**RATE:** \_\_\_\_\_

**UNIFORM OR ATTIRE**

What dress code would best be suited to the event or assignment?

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**CONTACTS**

**Primary Contact** (we will email timesheets to this contact before each job)

Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

**Invoice Contact**

We email invoices to save paper, but if you prefer another method please indicate:

☐ Email is perfect   ☐ Prefer fax   ☐ Prefer postal mail   ☐ *same as above info*

Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

**Other Contacts**

If there are others in your office who may place orders on this account, please indicate:

1) Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_