



Nowsta Labor Market Staffing Provider Agreement

Nowsta Labor Marketplace, LLC ("Nowsta") is a technology enabled on-demand staffing company and staffing vendor marketplace that facilitates the placement of hourly or shift workers into temporary, part-time, and long-term jobs at businesses in need of workers. You are a staffing provider company, The Service Companies, Inc. ("You," "Company" or "TSC"), that agrees to assist Nowsta in serving the labor needs of any Nowsta customer ("Customer").

Based upon this mutual consideration and as of July 20th, 2021("Effective Date"), You and Nowsta therefore agree to the terms of this Labor Market Staffing Provider Agreement ("Agreement") as follows, and as supplemented by the Terms and Conditions for Labor Market Staffing Provider Agreement attached as Exhibit A which are hereby incorporated by reference into this Agreement:

Company Services Provided and Fees

1.1 You agree to provide to Nowsta workers who are eligible for employment in the United States and who are qualified to perform services in the positions as specified by Nowsta. All Company workers provided to Nowsta per this Agreement will have been previously screened by You for suitability in accordance with all applicable laws. Screening, where appropriate and/or allowable, includes interview, reference and background checks, completion of I-9 forms, e-Verification, drug testing (if requested by Customer), criminal history, and sex offender checks. Nowsta and/or Customer may also request that Company conduct additional or specific screening in accord with Customer requirements. In all instances, Nowsta and/or Customer retain the right to reject or otherwise decline to utilize any worker.

1.2 For each worker provided by Company to Nowsta, Nowsta agrees to pay Company agreed-upon bill rates per property.

You agree Nowsta may bill Customer for Company workers in the following manner: weekly, with net terms to pay Company within 30 days.

You agree to invoice Nowsta and receive payment from Nowsta after payment has been made to Nowsta by Customer. In the event You have not received payment from Nowsta sixty-one (61) days after submission of your invoice to Nowsta and you notify Nowsta of such nonpayment, Nowsta will contact Customer to initiate direct recovery of all monies due and owing on your invoice, plus payment to You of reasonable interest (8.5%) per annum from date of invoice) on the unpaid invoice amount.

Nowsta and Customer Requirements

2.1 You agree that all Company workers supplied will be placed on Nowsta's workforce platform. Nowsta will provide all billing, payment, and timecard information to be utilized by the Customer, with Company exclusively having the right to hire, direct, supervise and terminate all Company workers. Nowsta will have no role in supervising or directing any Company worker.

There shall be no form of co-employment for employees.

Neither Customer nor Nowsta shall use the services of, or in any way solicit, any Company worker, either Assigned or Referred by Company, as its direct employee, as an independent contractor, through or on behalf of any other person or firm other than Company, for a period of Six (6) months from the date that any Assigned or Referred Company worker terminates an employment relationship with Company.

2.2 Customer retains the right to not utilize the services of the Company, or if used, Customer may also simultaneously utilize the services of other staffing companies as well. In the event Customer declines to utilize Company or the workers provided by Company, You shall have no recourse against either Customer or Nowsta.

Customer Agreements with Nowsta

3.1 Nowsta states it intends to include the following provisions in its agreements with Customers:

- Nowsta expressly disclaims any liability for any claim, loss, insurance, or workers compensation claim associated with any worker.
- Company will hire workers directly and fully comply with all federal, state and/or local laws, rules, regulations, and ordinances governing or regulating employment in Customer's designated place of business.
- Company will agree to pay all wages to workers as well as associated taxes and fees since Company will be deemed to be the employer. Nowsta disclaims any liability or responsibility for payment of wages, taxes or fees associated with compensation of workers.

Legal Compliance

4.1 You agree in providing workers to Nowsta, all such workers have been provided in compliance with all federal, state, local laws and regulations. Further, as Nowsta is an equal opportunity employer, You agree workers will not be discriminated against on the basis of race, color, religion, sex, national origin, disability, protected veteran status or any other characteristic protected by law.

Independent Contractor

5.1 You and Nowsta agree that this Agreement is not intended to create nor shall be deemed or construed to create any relationship between Nowsta and You, other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Insurance

6.1 Policies; Amounts. At all times during the Term, Company shall carry and maintain in force all of the following insurance policies and amounts through insurance companies satisfactory to Nowsta:

6.1.1 Workers' Compensation. Workers' Compensation insurance as required by applicable statutes and Employer Liability in a minimum amount of \$500,000 per accident/employee;

6.1.2 Comprehensive General Liability. Comprehensive General Liability insurance endorsed to include, but not be limited to both real and personal property, personal injury, products and completed operations, and contractual liability in a minimum amount of \$1,000,000.00 per occurrence, \$2,000,000 general policy aggregate; shall name Nowsta and its affiliates, employees, representatives, directors and officers as additional insureds under the above policies; and such insurance shall be primary and not contributory with Nowsta's insurance;

6.1.3 Automobile Liability. In the event that any submitted Company employees are required to drive a vehicle, then Company shall provide Automobile Liability insurance covering all owned, non-owned, hired and rented vehicles, with a combined single limit of \$1,000,000 per occurrence, including bodily injury and/or property damage; and shall name Nowsta and its affiliates, employees, representatives, directors and officers as additional insureds under the above policy.

6.1.4 Employment Practices Liability. Employment Practices Liability insurance with minimum limits of \$2,000,000 per claim and in the aggregate;

6.1.5 Employee Dishonesty/Blanket Crime Insurance. Employee Dishonesty/Blanket Crime Insurance covering loss or damage to Nowsta or Nowsta Client's property caused by Company Employees, with minimum limits of \$1,000,000 per occurrence.

6.2 Change or Cancellation; Notice to Nowsta. Each policy set forth above shall not be canceled or changed without at least thirty (30) days' prior written notice to Nowsta by Company.

6.3 Certificate of Insurance. Company shall furnish to Nowsta a Certificate of Insurance evidencing such coverage prior to the commencement of services hereunder and shall continue to provide Nowsta with subsequent Certificates of Insurance evidencing uninterrupted compliance with this insurance requirement until the termination of this Agreement. The Comprehensive General Liability insurance certificate shall specifically state: "Nowsta and its affiliates, employees, representatives, directors and officers are named as additional insureds under the General Liability and Commercial Automobile policies; to the extent of Company's negligence or willful misconduct, such insurance shall be primary and not contributory with Nowsta's insurance."

Confidentiality and Agreement Not to Compete

7.1 You and Nowsta have each been given access to the confidential information and trade secrets of the other. Neither party shall disclose such confidential information or trade secrets of the other to any third party, without written consent of the other. Confidential information also includes the terms of this Agreement. This prohibition shall last for two (2) years following termination of this Agreement.

7.2 You agree not to solicit, deal directly with, or seek to do business independently with any Customer to whom Company was first introduced as a result of this Agreement and to whom Company provided services under this Agreement without Nowsta's express and prior written consent. This prohibition shall last for one (1) year following termination of this Agreement.

Limitations on Remedies

8.1 In no event shall either party to this Agreement be liable to the other for any indirect, punitive, special, or consequential damages, including without limitation, loss of profits or any other economic loss, even if advised of the possibility. Each party agrees that any proceeding (in contract, tort or otherwise) arising out of or relating to this Agreement, involves complicated and difficult issues. Therefore, each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any such proceeding.

Term(s) of the Agreement and Termination

9.1 The term of this Agreement shall be for a period of one (1) year, following the Effective Date. This Agreement may be extended upon the written agreement of both parties. During the term of the Agreement or any extension thereof, either party may terminate the Agreement upon thirty (30) days' written notice. Paragraphs 7.1, 7.2 and 8.1 shall survive termination of this Agreement.

Miscellaneous

10.1 This Agreement constitutes the entire understanding of the parties and supersedes all other prior written or oral agreements. Amendment to this Agreement may be had upon the written agreement of both parties. If any term of this Agreement shall be determined to be void, illegal, unenforceable, or held to conflict with any federal, state, or local law, the validity of the remaining parts of this Agreement shall not be affected. Any notices required to be sent per this Agreement shall be in writing, and upon consent, may be sent electronically to the other party.

Signed for and agreed upon by:

Nowsta Labor Marketplace, LLC

By: Rachel Mayes

Name: Rachel Mayes

Title: Head of Sales

The Service Companies, Inc.

By: Heather Dailey

Name: Heather Dailey

Title: Director of Sales