

## SERVICES AGREEMENT

This Master Services Agreement is effective as of May 17, 2023 (the “**Effective Date**”) and is entered into by and between IHG Management (Maryland) LLC (“**Manager**”), acting as manager and authorized agent on behalf of Hanjin International Corp. (“**Customer**”), and The Service Companies, Inc., incorporated and registered in the State of Florida, having a principal place of business at 2900 Monarch Lakes Boulevard, Suite 202, Miramar, FL 33027 (“**Supplier**”), (Customer and Supplier sometimes are individually each referred to as a “**Party**,” and collectively referred to herein as the “**Parties**”).

### BACKGROUND:

**WHEREAS**, Supplier agrees to furnish Customer with temporary service employee(s) (“**TSE**” or “**TSEs**”) who have the expertise, products, services, and skills required to meet the requirements to fill various requested positions (“**Services**”), and Customer, in reliance on such representation and the information provided by Supplier and subsequent discussions, has selected Supplier over other vendors and service providers to provide the Services and Deliverables described in this Agreement.

**WHEREAS**, Customer and Supplier want to specify the terms and conditions under which Supplier shall provide the Services and Deliverables to Customer.

**WHEREAS**, The relationship of Supplier is that of an independent contractor and no joint venture, partnership, agency, franchise, or employment relationship will be deemed to exist between them. Supplier agrees that it will not assert in any administrative, arbitral, judicial, or other adjudicatory forum that Customer is or was the employer of any TSE. Instead, Supplier agrees to acknowledge and admit that it was the sole employer of all TSEs in any administrative, arbitral, judicial, or other adjudicatory forum.

**NOW, THEREFORE**, in consideration of the agreements, representations, warranties, promises and covenants contained herein, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree to the foregoing and as follows:

**1. DEFINITIONS AND INTERPRETATION.** In this Agreement (unless the context requires otherwise):

**1.1** reference to a Party shall be construed to include its successors and permitted assigns or transferees;

**1.2** words imparting the singular shall include the plural and vice versa;

**1.3** the headings, index, and front sheet are all for reference only and shall be ignored when construing this Agreement;

**1.4** references to a Section, Schedule, paragraph or appendix are references to the Section, schedule, paragraph or appendix of, or to, this Agreement; and

“**Affiliate**” means any entity that controls, is controlled by or is under common control with such Party. For the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” or “under common control with”), as used with respect to any entity, means the possession, directly or indirectly, of the power to direct or exercise an influence over the management or policies of such entity through at least fifty-one percent (51%) direct or indirect ownership of voting securities or comparable equity interests of the controlled entity;

“**Agreement**” means the terms and conditions of this Master Services Agreement which include the recitals, the attached schedules, appendices, and annexes, together with any (a) Services Addendum and (b) other incorporated documents (and, as the context requires, includes the same as they are incorporated into any Services Addendum);

**"Background IPRs"** means Intellectual Property Rights that belong to or are licensed to a Party prior to the Effective Date or that are generated or acquired after the Effective Date outside of the performance of the Services. Background IPRs do not include Deliverables;

**"Claim"** means any civil, criminal, administrative, or investigative suit, claim, action, or proceeding brought by a Third Party (including Governmental Authorities) or employees, contractors, agents or representatives of a Party;

**"Confidential Information"** means all information which is disclosed by one Party (the **"Disclosing Party"**) to the other (the **"Receiving Party"**) whether before or after the date of this Agreement, which is designated in writing as confidential or would appear to a reasonable person to be confidential and which relates to a Party's (or any Party's Affiliates) business including its products, operations, processes, plans or intentions, developments, trade secrets, know-how, design rights, market opportunities, personnel, suppliers, and customers of the Party disclosing it, all Customer Data and Customer Personal Data, and all information derived from any of the above together with the existence or provisions of this Agreement and the negotiations relating to it;

**"Consents"** means all approvals, consents, licenses, permissions, and authorizations required from any government or similar body or any Governmental Authority;

**"Customer Data"** means all data, information, text, drawings, statistics, analysis, and other materials embodied in any form relating to Customer or any Customer's Affiliates (and/or their respective customers) and which may be supplied by Supplier, Customer, any Customer's Affiliate, and/or which Supplier (and/or any sub-contractors) generates, collects, processes, stores or transmits in connection with this Agreement;

**"Customer Personal Data"** means, collectively, all data or information, in any form, that is provided to Supplier by or from Customer or a Third Party on behalf of Customer or any data or information that is collected, generated or processed by Supplier for the benefit of Customer or pursuant to the Services, that alone, or in combination with other information: (a) is considered personal data or personal information under the Data Privacy Laws; or (b) identifies or could be reasonably used to identify an individual data subject, including names, addresses, email addresses, telephone numbers, Social Security numbers, government identification numbers or any other personally identifiable information, including copies of such information, and materials derived from such information, and any other information associated with or linked to such information;

**"Customer Resources"** means the systems, processes, technologies, and other resources used by Customer, including those provided by Third Party vendors of Customer;

**"Data Privacy Laws"** means all applicable data and/or privacy Laws in connection with all use and processing of Customer Personal Data by Supplier, including Laws of any applicable country from which such data originated, including Laws that relate to the security and protection of personally-identifiable information, data privacy, trans-border data flow or data protection, including the Gramm-Leach-Bliley Act of 1999 Pub. L. No. 106-102, 12 U.S.C. 1843(k)(1), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Children's Online Privacy Protection Act (COPPA) 15 U.S.C. 6501 et seq., The Child Online Protection Act 47 U.S.C. 231, European Union Directive on the Protection of Personal Data, Council Directive 95/46/EC, 1995 O.J. (L281) and implementing member state legislation, the Personal Information Protection and Electronic Documents Act (PIPEDA) of Canada, the Data Protection Law of Mexico and other substantially similar national and provincial laws or regulations, the fair information principles published by the United States Federal Trade Commission, the implementing legislation and regulations of European Union member states under the EU Directive, and any relevant recommendation issued by the data protection authority or regulating body in each applicable country;

**"Deliverables"** means the items which are produced and/or delivered to Customer as outputs of the Services;

**"Dispute"** means any dispute, difference, or question of interpretation arising out of or in connection with this Agreement, (including any dispute regarding pre-contractual negotiations, the existence, validity or termination of this Agreement or the consequences of non-existence or invalidity of this Agreement) whether contractual or non-contractual;

**"Equipment"** means all telecommunications, electronic, computing, network, office and facilities equipment and machinery, vehicles, and tools including: (a) mainframe, midrange, server and distributed computing equipment and associated attachments, features, accessories, peripheral devices, and cabling; (b) personal computers, laptop computers, workstations and personal data devices and associated attachments, features, accessories, printers, multi-functional printers, peripheral or network devices, and cabling; and (c) voice, data, video and wireless telecommunications, and network and monitoring equipment and associated attachments, features, accessories, cell phones, peripheral devices, and cabling, that is in all cases owned or leased by a Party;

**"Good Industry Practice"** means the exercise of the degree of skill, care, prudence, efficiency, foresight, and timeliness which would reasonably be expected from a person highly skilled and experienced in providing services similar to the Services;

**"Governmental Approval"** means any license, consent, permit, approval or authorization of any Governmental Authority, or any notice to any Governmental Authority, the granting or provision of which is required by applicable Laws for the consummation of the transactions and the performance of the Services contemplated by this Agreement;

**"Governmental Authority"** means any federal, state, or local government or any foreign government, or political subdivision thereof, or any multinational organization or authority or any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, any court or tribunal (or any department, bureau or division thereof), or any arbitrator or arbitral body;

**"Hotel"** means the InterContinental - Los Angeles-Downtown owned by Customer and located at 900 Wilshire Boulevard, Los Angeles, CA 90017;

**"Intellectual Property Rights" or "IPR"** means:

(a) patents, utility models, supplementary protection certificates, petty patents, rights in trade secrets and other confidential or undisclosed information (such as inventions (whether patentable or not) or know-how) registered designs, rights in copyright (including authors' and neighboring or related "moral" rights), database rights, design rights, semiconductor topography rights, mask work rights, trademarks, and service marks;

(b) all registrations or applications to register any of the items referred to in **paragraph (a)**; and

(c) all rights in the nature of any of the items referred to in **paragraphs (a) or (b)** including continuations, continuations in part and divisional applications, reputation, personality or image, trade names, business names, brand names, get-up, logos, domain names and URLs, rights in unfair competition and, without prejudice to anything set forth elsewhere in this definition, rights to sue for passing off and all rights having equivalent or similar effect to, and the right to apply for any of, the rights referred to in this definition in any jurisdiction;

**"Losses"** means all losses, costs, claims, demands, actions, proceedings, fines, penalties, awards, liabilities, damages, compensation, settlements, expenses and/or professional costs and/or charges; and

**"Supplier Background IPRs"** means Background IPRs owned by or licensed to Supplier.

## **2. SCOPE OF SERVICES AND PERFORMANCE**

**2.1 Services.** Descriptions of Services (including Deliverables) that may be purchased by Customer pursuant to the terms of this Agreement are set forth in one (1) or more “**Services Addenda**” to this Agreement, a form of which is attached hereto as **Schedule 1 (Form Services Addendum)**. **Services Addendum No. 1**, which incorporates the agreed-upon Services, is attached hereto as **Schedule 3**. Unless the Parties specify in the applicable Services Addendum that a particular provision of this Agreement shall be superseded by a particular provision in the Services Addendum, any attempt to alter or amend the terms and conditions contained in this Agreement through conflicting or inconsistent terms in a Services Addendum shall be void and of no force and effect.

### **2.2 Exclusivity; Minimum Commitments.**

**2.2.1** Nothing in this Agreement shall be construed as a requirements contract, and notwithstanding anything to the contrary contained herein, this Agreement shall not be interpreted to prevent Customer from obtaining from Third Parties, or providing to itself, any or all of the Services or any other services. In addition, nothing in this Agreement shall be construed or interpreted as limiting Customer's right or ability during the Term to change the requirements of Customer, move parts of Services in and out of scope, add or delete recipients of the Services or increase or decrease its demand for Services.

**2.2.2** Any estimates or forecasts by Customer are for long range planning purposes only; and shall not in any way represent a commitment on the part of Customer to purchase Services. Customer has no responsibility for any actions taken by Supplier based on such estimates or forecasts.

**2.3 Sub-Contracting.** Supplier shall obtain Customer's written consent, which Customer has the right to withhold in its sole discretion, before entering into agreements with or otherwise engaging any sub-contractors (including Affiliates of Supplier) to supply any part of Services or Deliverables to Customer. Supplier shall remain solely responsible to Customer for its sub-contractors and shall indemnify Customer for the actions or omissions of its sub-contractors under the terms and conditions specified in **Section 10 (Indemnification)**. All sub-contractors and their representatives, agents, and employees shall be subject to the provisions of this Agreement applicable to TSEs, including removal pursuant to **Subsection 4.2**.

### **2.4 Review of Deliverables.**

**2.4.1** Supplier promptly shall provide Deliverables to Customer as they are produced, and in any event no later than the dates required for the provision of Deliverables as set forth in a Services Addendum. Customer shall review a Deliverable to determine whether it is reasonably acceptable to Customer.

**2.4.2** If Customer rejects a Deliverable, Supplier promptly shall re-work or replace, at no cost to Customer, the Deliverable to correct the non-conformities and/or defects identified by Customer and re-issue the Deliverable to Customer for review, in which case the provisions of **Subsection 2.4.1** shall apply to the corrected Deliverable.

**2.4.3** If Customer is satisfied with the Deliverable, Customer shall notify Supplier in writing that it accepts the Deliverable (“**Acceptance**”). Absent such written Acceptance, nothing else shall constitute Acceptance of a Deliverable.

### **2.5 Compliance with Laws.**

**2.5.1** Each Party shall comply with and shall be responsible for the costs and expenses of such Party's compliance with all Laws that pertain to the operation of the business of that Party and that Party's Entities. Supplier shall obtain or provide, at Supplier's sole cost and expense, all Governmental Approvals that are necessary for Supplier to provide the Services.

**2.5.2** Supplier shall comply with all applicable federal, state, and local employment and other laws, government regulations and Executive Orders, to the extent applicable, in connection with this Agreement and the Services, including without limitation those set forth herein all licensing requirements of the state or states in which the Services are to be provided. Supplier affirms that it will comply with all applicable

federal, state, and local laws governing employment, including, but not limited to, the McNamara-O'Hara Service Contract Act; Fair Labor Standards Act; Executive Order 11246 and Amendments; the Vietnam Era Veterans Readjustment Act of 1974; the Civil Rights Act of 1964; the Equal Pay Act of 1963, the Age Discrimination in Employment Act; the Immigration Reform and Control Act of 1986; the Americans with Disabilities Act; the National Labor Relations Act; and the Immigration Act of 1990.

**2.5.3** If applicable, Supplier agrees that it shall, in response to a request from Customer, provide assurances that Supplier is complying with state and federal employment laws. In addition, Supplier shall, upon Customer's request, provide documentation demonstrating its compliance with such laws, including, but not limited to, certification that each and every worker, individually identified by name, assigned to Customer's premises at any time is a documented citizen of the United States or an alien authorized under all applicable requirements to work in the United States and that the employment eligibility of such alien has been verified by Supplier using the Employment Verification Form (I-9) and using the E-Verify system where required by applicable state or other law.

**2.6** **Equal Opportunity Clause. Where applicable, each Party shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and 29 CFR 471. 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, national origin, sexual orientation, or gender identity. Moreover, these regulations require that covered prime contractors and sub-contractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, sexual orientation, gender identity, or protected veteran status or disability, unless exempted by rules, regulation or orders of the Secretary of Labor.**

### **3. CHARGES**

**3.1 General.** The charges are the sole and entire financial consideration (and are the only charges payable) for all of the Services to be performed by Supplier under this Agreement. Unless otherwise expressly provided in this Agreement, Customer shall not pay Supplier any additional fees, assessments, reimbursements or expenses for labor and general business expenses (including travel, meals and overhead expenses) for the Services and other tasks, services, and obligations of Supplier hereunder; or any costs incurred by Supplier prior to the Effective Date.

**3.2 Charges.** All charges for the Services (including Deliverables) shall be set forth in the applicable Services Addendum. Any invoice relating to charges for any Services shall detail: (a) the Services performed (e.g., each activity, task, and/or milestone); (b) the identity of TSEs performing the Services; (c) the number of hours and corresponding charges attributable to each such person's performance of the Services; and (d) such other information as reasonably requested by Customer.

**3.3 Time and Method of Payment.** All charges payable to Supplier under this Agreement shall be detailed, categorized, and clearly stated on an invoice in accordance with the terms and conditions set forth in this Section. Supplier shall invoice Customer as set forth in this Section, and Customer shall pay all net undisputed amounts due to Supplier under this Agreement within forty-five (45) days following Customer's receipt of Supplier's invoice. Supplier shall submit invoices on a monthly basis (but not until the last day of each month during which Services and Deliverables were delivered), or as may be otherwise specified in this Agreement or a Services Addendum, in a form provided by Customer or as otherwise mutually agreed to by the Parties. Each invoice must reference this Agreement and the applicable Services Addenda.

**3.4 Rate of Pay.** Customer shall only pay Supplier at the rates listed in the applicable Services Addendum attached hereto. Except as otherwise provided in Attachment A, Customer shall not pay for TSE travel time, lunch time, vacation, holidays (other than premium rates for holiday hours as noted on Attachment A), sick days, weather related interruptions, or other TSE non-productive time. Supplier is responsible for training TSE, and all training shall be done at Supplier's expense. Supplier is solely responsible for paying TSE any overtime pay or premiums to the extent required under applicable federal,

state or local law. All overtime worked by TSEs will be paid to TSEs as required by federal, state, and local statutes. Customer agrees to pay Supplier overtime rates for the performance of overtime work to the extent that a TSE's work on assignment to Customer, taken alone, would legally require premium overtime pay and Customer has scheduled, requested, or approved the TSE to work those hours. The rate for overtime hours will be the same multiple of the Straight Time bill rate as Supplier is required to apply to the TSE's pay rate. For purposes of this Agreement, "Straight Time" is defined under the Fair Labor Standards Act.

**3.5 Disputed Amounts.** If an invoiced amount is disputed in good faith by Customer, until resolution of the Dispute occurs pursuant to **Subsection 12.12 (Dispute Resolution Procedures)**, Customer has the right to suspend disputed payments and toll the running of time for default by: (a) paying the undisputed amount, if any; and (b) sending a written statement of exceptions to Supplier. All of Supplier's obligations shall continue unabated during the duration of the Dispute resolution.

**3.6 No Charge for Re-Performance.** At no additional cost or expense to Customer, Supplier shall re-perform any Services and resubmit any Deliverables that result in incorrect outputs, defects or are otherwise non-conforming, and the resources required for such performance or provisioning shall not be counted in calculating the Charges payable or resources utilized by Customer hereunder.

**3.7 Taxes.** Each Party shall be responsible for any taxes on property it owns or leases, for any franchise or privilege tax on its business, and for any tax based on its gross or net income or gross receipts. Supplier shall be responsible for all sales, service, value-added, lease, use, personal property, excise, consumption and other taxes and duties, including VAT, payable by Supplier on services used or consumed by Supplier in providing the Services and Deliverables (including services obtained from Supplier sub-contractors and/or Supplier Affiliates). The Parties shall cooperate to more accurately determine and minimize their respective tax liability. Each Party shall provide tax information or tax documents reasonably requested by the other Party. Each Party shall promptly notify the other of any claim for taxes asserted with respect to this Agreement or a Services Addendum by a taxing authority with jurisdiction over either Party. With respect to any claim arising out of a tax form or return signed by a Party to this Agreement, the signing Party shall have the right to control the response to and settlement of the claim, but the other Party shall have the right to participate to the extent it may be liable.

#### **4. TEMPORARY SERVICE EMPLOYEES**

**4.1** All TSEs shall have experience, training and expertise sufficient to perform Supplier's obligations under this Agreement, including Supplier's obligations with respect to the requirements, performance standards and/or service levels. All costs and expenses associated with training, recruiting, screening and retaining TSEs and other staff is included within the Charges or otherwise payable by Supplier. Customer shall not be required to pay for Services provided by any TSEs who does not possess the represented levels of experience and expertise.

**4.2** Customer has the right, at any time in its sole and absolute discretion for any lawful and reasonable cause, to demand that Supplier remove, and at Customer's sole option provide a replacement for, one (1) or more of any TSE.

**4.3** No TSE retained by Supplier to perform work on Customer's behalf or for Customer hereunder shall be deemed to be an officer, director, employee, agent, Affiliate, contractor, or sub-contractor of Customer for any purpose. No TSE shall be entitled to receive any rights or benefits as an employee of Customer and will not be treated as an employee for any purpose, including, but not limited to any benefits afforded to employees of Customer.

**4.4** Supplier, not Customer, has the right, power, authority, and duty to provide human resources, supervision and direction, and shall provide human resources, supervision and direction, of the activities of TSEs and to compensate such TSEs for any work performed by them on the behalf of or for Customer pursuant to this Agreement. Supplier, and not Customer, shall be responsible and solely liable for all acts and omissions of TSEs, including acts or omissions constituting negligence, gross negligence, willful misconduct, and/or fraud, unless taken at the direction of Customer.

## **5. DATA AND CONFIDENTIALITY**

### **5.1 Confidentiality.**

**5.1.1 Confidential Information.** Supplier and Customer each acknowledge that the other possesses and shall continue to possess Confidential Information that has been developed or received by it, has commercial value in its or Customer's business, and is not generally available to the public.

#### **5.1.2 Confidentiality Obligations.**

(a) During the Term and at all times thereafter as specified in this Agreement, Supplier and Customer shall not disclose, and shall strictly maintain the confidentiality of, all Confidential Information of the other Party.

(b) Customer and Supplier shall each use at least the same degree of care to safeguard and to prevent disclosing to Third Parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss, or alteration of its own information of a similar nature, but not less than reasonable care.

(c) Supplier shall ensure that TSEs have access to Customer Confidential Information only to the extent necessary for such TSEs to perform his or her obligations under or with respect to this Agreement, provided that such access is not in violation of any Laws.

(d) The Parties shall have the right to disclose Confidential Information as follows:

(i) in the case of Customer, to the Customer Entities and their (and Customer's) respective officers, directors, employees, advisors, contractors, and auditors; and

(ii) in the case of Supplier, to Supplier Affiliates, sub-contractors, and their (and Supplier's) respective officers, directors, employees, advisors and auditors, but, in each case, only to the extent and provided that such Entities: (A) need to know the Confidential Information disclosed to them; and (B) have been bound by confidentiality and non-disclosure terms and conditions substantially similar to those set forth in this **Section 5 (Data and Confidentiality)** protecting the Customer Confidential Information.

(e) The Disclosing Party hereby assumes full responsibility for the acts and omissions of the disclosing Party and shall ensure that the Confidential Information is not disclosed or used in contravention of this Agreement. Any disclosure shall be under the terms and conditions as provided herein.

(f) Each Party's Confidential Information shall remain the sole and exclusive property of such Party.

(g) Neither Party shall:

(i) make any use or copies of the Confidential Information of the other Party except as permitted by this Agreement;

(ii) acquire any right in or assert any lien against the Confidential Information of the other Party;

(iii) sell, assign, transfer, lease or otherwise dispose of Confidential Information to Third Parties or commercially exploit such information; or

(iv) refuse for any reason (including a default or material breach of this Agreement by the other Party) to promptly provide the other Party's Confidential Information (including copies thereof) to the other Party if requested to do so.

### **5.1.3 Exclusions.**

(a) **Subsection 5.1.2 (Confidentiality Obligations)** shall not apply to any particular information that the Receiving Party can demonstrate is:

(i) at the time of disclosure to it, generally available to the public other than through a breach of the Receiving Party's or a Third Party's confidentiality obligations;

(ii) after disclosure to it, published by the Disclosing Party or otherwise becomes generally available to the public other than through a breach of the Receiving Party's or a Third Party's confidentiality obligations;

(iii) lawfully in the possession of the Receiving Party at the time of disclosure to it as provable by written record;

(iv) received from a Third Party having a lawful right to disclose such information without any restriction on further disclosure;

(v) independently developed by the Receiving Party without reference to Confidential Information of the Disclosing Party; or

provided, however, that the foregoing exclusions shall not be applicable to any Customer Personal Data, which shall remain, at all times, the Confidential Information of Customer.

(b) Notwithstanding anything to the contrary herein, no individual shall be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

(c) The Parties acknowledge and agree that specific Confidential Information shall not be deemed public or subject to this exclusion merely because it is within a more general description that is public and that a combination of information is not public merely because the individual components of such combination are separately generally available to the public.

### **5.1.4 Legally Required Disclosures.**

(a) The Receiving Party has the right to disclose the Confidential Information of the Disclosing Party to the extent required to satisfy any legal requirement of a competent government body; provided that, the Receiving Party shall give advance written notice of such requested to the Disclosing Party prior to any such disclosure and shall use commercially reasonable efforts to obtain a protective order or otherwise protect the confidentiality of the Disclosing Party's Confidential Information.

(b) Notwithstanding the foregoing, the Disclosing Party reserves the right to obtain a protective order or otherwise protect the confidentiality of such Confidential Information.

**5.1.5 Notification and Mitigation.** In the event of any impermissible disclosure, loss, theft, access, use or destruction of Confidential Information, the Receiving Party shall immediately notify the Disclosing Party in writing and take all steps and actions necessary to mitigate any and all potential harm or further disclosure, loss, theft, access, use or destruction of such Confidential Information.

### **5.1.6 Return/Destruction of Confidential Information.**

(a) Upon the expiration or termination of the Term, and at any other time upon written request by the Disclosing Party, the Receiving Party shall return or otherwise deliver to the



Disclosing Party all applicable Confidential Information (including all Documentation in any medium to the extent it contains, refers to, or relates to the Confidential Information) of the Disclosing Party then in its custody, possession or control, in whatever form, or, in the case of a written request by the Disclosing Party, the Confidential Information specified in such request as then in the Receiving Party's custody, possession or control, in whatever form, in any case within thirty (30) days (except contract records, which shall be retained by Supplier for the retention period unless and to the extent Supplier is directed by Customer to deliver such contract records to Customer prior to the expiration of such retention period).

(b) In addition, unless the Disclosing Party otherwise consents in writing, the Receiving Party also shall deliver to the Disclosing Party or, if requested by the Disclosing Party, shall delete or destroy, any copies, duplicates, summaries, abstracts or other representations of any such Confidential Information or any part thereof, in whatever form, in the custody, possession or control of the Receiving Party. Notwithstanding the foregoing, Customer has the right to retain copies of Supplier Confidential Information to the extent required by Law or to the extent required for exercise of Customer's rights under this Agreement.

(c) Each Party shall deliver to the other Party written certification of its compliance with this **Subsection 5.1.6 (Return/Destruction of Confidential Information)** signed by an authorized representative of such Party.

## **5.2 Customer Data.**

**5.2.1** Supplier acknowledges that Customer Data is the property of Customer, and Customer reserves all Intellectual Property Rights which may, at any time, subsist in Customer Data.

**5.2.2** Supplier shall only store, copy, or use Customer Data to the extent necessary to perform its obligations under this Agreement and shall not disclose it to any Third Party without Customer approval.

**5.2.3** Customer Data shall not be utilized by Supplier for any purpose other than the performance of Services under this Agreement, and Supplier shall at all times comply with all applicable Customer Policies with respect to Customer Data.

**5.2.4** Supplier is not permitted to and shall not sell, assign, lease, encumber, commercially exploit, transfer, or otherwise provide Customer Data to any Third Party without Customer approval.

**5.2.5** Supplier shall immediately notify Customer in writing if it believes or has reason to believe that Customer Data has been used in a manner inconsistent with this **Subsection 5.2 (Customer Data)**.

**5.2.6** If at any time Supplier suspects or has reason to believe that Customer Data has or may become lost or corrupted in any way for any reason, Supplier shall immediately notify Customer and inform Customer of what remedial action it proposes to take.

**5.2.7** In the event that any Customer Data is corrupted or lost or sufficiently degraded as a result of Supplier's negligence or fault so as to be unusable, in addition to any other remedies that may be available to Customer under this Agreement or otherwise, Customer has the option to:

(a) require Supplier at its own expense to restore or procure the restoration of Customer Data, and Supplier shall use all efforts to do so as soon as possible; or

(b) itself restore or procure the restoration of Customer Data and require Supplier to reimburse Customer for any reasonable costs incurred in so doing.

**5.2.8** Under no circumstances shall Supplier have the right to withhold from Customer any Customer Data (including the delivery or return thereof).

### **5.3 Privacy Statement**

**5.3.1** If this Agreement requires or permits Supplier to deal with Customer Personal Data, Supplier shall comply with Customer's privacy statement found at [www.ihg.com](http://www.ihg.com) and shall publish its own privacy statement (or provide a reference to where such statement may be easily reviewed) and Supplier's website(s) shall contain hypertext links to Supplier's statement.

**5.3.2** Where applicable, Supplier's statement shall govern the use of Customer Personal Data and shall comply with all Data Privacy Laws. Supplier shall strictly comply with the terms of its privacy statement and shall be solely liable for any violations of it.

**6. INTELLECTUAL PROPERTY.** Supplier hereby does and shall irrevocably assign to Customer or Customer's designee all of Supplier's right, title and interest in and to any and all Deliverables, all Intellectual Property Rights therein or thereto and all associated records, such assignment to occur with respect to each Deliverables at the time the Deliverable is first conceived, made, derived, developed, written or created, and regardless of when the Deliverable is first conceived, made, derived, developed, written or created. If any Deliverables includes any work of authorship that qualifies as a "work made for hire" as defined in subclause (2) under Section 101 of the Copyright Law of the United States (Title 17 of the United States Code, as may be amended from time to time), Customer and Supplier agree that Customer owns such work of authorship as a work made for hire under such section. For clarity, any and all rights granted by Supplier under this Section are vested solely in Customer. To the extent that any Supplier Background IPRs or any third party IPRs are embedded in or required by Customer to make full use of the Deliverables or Services, Supplier grants to Customer and the Customer Entities a perpetual, irrevocable, non-exclusive assignable, royalty-free and global license to use, copy, modify and adapt (with the right to sub-license such rights to Customer Entities, to other Third Parties engaged by Customer or an Customer Entity, together with customers and potential customers of Customer or an Customer Entity) any such Supplier Background IPRs and third party IPRs.

### **7. CUSTOMER POLICIES AND FACILITIES**

**7.1 Provision of Resources.** Except for the resources explicitly stated in a Services Addendum to be provided by Customer as Customer Resources, Supplier shall be responsible solely for providing and maintaining all information, rights, permissions, Consents, staff, expertise and other resources necessary to enable it to fulfill its obligations under this Agreement.

#### **7.2 Security.**

**7.2.1** Supplier shall cooperate with any investigation relating to security that is carried out by or on behalf of Customer, including providing any information or material in its possession or control and implementing new security measures, to the extent reasonably requested by Customer.

**7.2.2** Each Party shall advise the other as soon as it is aware of any security breach or potential security breach which may affect the Services, Customer or Customer's reputation.

**7.2.3** A breach of this Section shall constitute an irremediable material breach of this Agreement.

### **8. TERM AND TERMINATION**

**8.1 Term.** The term of this Agreement shall commence on the Effective Date and, unless otherwise terminated in accordance with this Section, shall remain in effect until May 16, 2024(the "**Term**").

#### **8.2 Termination.**

**8.2.1 Termination.** Customer has the right, in its sole discretion, to terminate this Agreement, any Services Addendum, or any Services, in any case in whole or in part, for any reason, including but not limited to convenience, a Force Majeure Event or breach of this Agreement by delivering to Supplier a notice of termination ("**Termination Notice**").

**8.2.2 Termination Charges.** No termination fees or penalties shall be payable by Customer in connection with any termination or expiration of this Agreement or any Services, in any case

in whole or in part, unless a Services Addendum expressly designates a specific fee or expense as a **"Termination Charge."** Any such Termination Charges shall be Customer's sole and exclusive liability to Supplier, and Supplier's sole and exclusive remedy from Customer, resulting from Customer's exercise of its termination rights under this Agreement, and in no event shall Customer be liable for any other fees, penalties, liabilities, losses, costs, damages, or expenses with regard to any Customer termination. Any Termination Charges payable by Customer shall be proportionately reduced to reflect any prior partial terminations.

#### **8.2.3 Rights and Obligations of the Parties upon Termination or Expiration.**

(a) If Customer elects to exercise any of its termination rights set forth in this **Section 8 (Term and Termination)**, Customer has the right to concurrently terminate all or any combination of any Services Addenda. Any such termination shall be on the same basis as Customer exercises its termination rights under this Agreement, and Supplier acknowledges and agrees that it shall not, under any circumstances, dispute Customer's right to terminate.

(b) Upon the termination or expiration of any Services Addendum or this Agreement for any reason set forth herein, each Party shall comply with the requirements of **Subsection 5.1.6 (Return/Destruction of Confidential Information)**.

(c) The Agreement and any applicable Services Addenda shall continue to govern any remaining Services that Supplier may be performing extending beyond the termination or expiration of this Agreement.

**8.3 Force Majeure.** In the event that any Party to this Agreement cannot perform its obligations hereunder, other than the obligation to pay for Services provided, because of any event beyond its control, then the Party so affected shall, while so affected, be relieved to the extent it cannot perform its obligations. The affected Party shall, however, take all reasonable measures to remove the disability and to resume full performance at the earliest possible date. If any Party cannot perform its obligations in part or in full as a result of an occurrence set forth in this Section, it shall give prompt notice in writing to the other Party. The notice shall state the nature of the occurrence, the steps being taken and intended to be taken to remove the disability, and an estimate of the date when full performance will resume.

### **9. REPRESENTATIONS, WARRANTIES AND COVENANTS**

**9.1 Supplier Representations, Warranties and Covenants.** Supplier represents, warrants, and covenants to Customer as follows:

**9.1.1 Performance of the Services.** Supplier shall provide the Services in a timely, professional and workmanlike manner consistent with the Good Industry Practices expected of top-tier providers of similar services; provided, however, that where this Agreement specifies a particular standard or criteria for performance, including applicable service levels, this warranty is not intended to and does not diminish that standard or criteria for performance.

**9.1.2 Provision of Qualified Personnel.** Supplier has assigned and shall maintain throughout the Term an adequate number of TSEs to perform the Services, and such TSEs shall have appropriate levels of training, qualification and experience for the Services assigned to them. Supplier shall not charge for the costs of training such TSEs.

**9.1.3 No Inducements.** Neither Supplier nor any of its Affiliates or sub-contractors, nor any TSE, has accepted or shall accept anything of value based on an understanding that the actions of Supplier, any such Affiliates or sub-contractors or any such TSE would be influenced thereby in connection with this Agreement. Supplier further represents and warrants that it has not given and shall not give commissions, payments, kickbacks, lavish or extensive entertainment or other inducements to any Customer personnel, representative, or agent in connection with this Agreement. Supplier also represents and warrants that, to the best of its knowledge, no officer, director, employee, agent or representative of any of Supplier and TSE has given any such payments, gifts, entertainment or other thing of value to any Customer personnel, representative, or agent.

#### **9.1.4 Non-Infringement; Authority to Grant Rights.**

(a) (i) The Services, Deliverables, Equipment, software, systems, tools, materials, and other resources provided by Supplier or TSEs, (ii) any processes, procedures, technologies, techniques or products used by Supplier or TSEs to provide the Services and (iii) the procurement, purchase, receipt or use thereof by Customer and the Customer Entities, shall not infringe, or violate any patent, copyright, trademark or other Intellectual Property Rights, or misappropriate or violate any trade secret or other proprietary right of a Third Party, including any moral or privacy rights.

(b) Supplier has the right to grant the rights and licenses granted to Customer and the Customer Entities in this Agreement and will obtain, maintain and comply with all Third Party consents and Governmental Approvals required to perform its obligations under this Agreement and to grant the rights and license granted to Customer and Customer Entities under this Agreement.

(c) Supplier is the owner of or authorized to use all Supplier's Intellectual Property Rights, software, Equipment, tools, processes and Intellectual Property Rights furnished or used by Supplier in providing the Services.

**9.2 Warranty Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, NEITHER PARTY MAKES ANY EXPRESS WARRANTIES TO THE OTHER PARTY, AND THERE ARE NO IMPLIED WARRANTIES OR CONDITIONS BY EITHER PARTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **10. INDEMNIFICATION**

**10.1 General.** Supplier shall defend, indemnify and hold harmless Customer, Manager, their respective Affiliates, and their respective officers, directors, managers, partners, employees, successors, and permitted assigns (collectively, the "**Customer Indemnitees**") from and against, and shall pay any and all Losses sustained or incurred by any of the Customer Indemnitees, based upon, relating to or arising from, any and all Claims in connection with the following:

**10.1.1** Any actual or alleged personal injury or death, damage to tangible personal or real property arising directly or indirectly from acts, errors, or omissions of Supplier or any TSE;

**10.1.2** Supplier's breach or violation of its obligations under this Agreement;

**10.1.3** Any aspect of the employment of TSEs, or the termination of such employment;

**10.1.4** Supplier's breach of or failure to perform or comply with any of Supplier's obligations with respect to or in connection with Confidential Information or Customer Data including, without limitation, any breach of **Section 5 (Data and Confidentiality)**;

**10.1.5** Any and all Losses sustained or incurred by any of the Customer Indemnitees, based upon, relating to or arising from, any and all actual, threatened, or alleged Claims that any of the Services, Supplier's Intellectual Property Rights, or any other Supplier or Supplier Third Party services, technologies, techniques or products used by Supplier to provide the Services; the Deliverables or any other resources, materials or deliverables provided by Supplier; and the receipt or use by Customer of any of the foregoing items, infringes or violates any patent, copyright, trademark, or other Intellectual Property Rights, or misappropriates or violates any trade secret or other proprietary right of a Third Party, including moral or privacy rights;

**10.1.6** The gross negligence, willful misconduct or fraud by Supplier;

**10.1.7** Supplier's failure to comply with applicable laws, regulations, or orders; or

**10.1.8** Any claim for workers' compensation benefits or personal injury claims for job-related bodily injury or death asserted against Indemnified Parties by any of Supplier's employees, sub-

contractors or agents or, in the event of death, by their personal representatives; or any liability of Customer Indemnitees under any federal, state, or local employment laws, including, but not limited to, notice requirements to employees before termination or layoff from employment.

**10.1.9**

**10.2 Consequential Damages.** In no event shall either of the Parties hereto be liable to the other for the payment of any consequential damages; however, the provisions of this Section shall not apply in any way to or limit a party's obligation to indemnify any indemnified party.

**10.3 Limitation of Manager's Liability.** Supplier acknowledges that Manager is executing this Agreement solely as the authorized agent of Customer and that Manager and its Affiliates assume no direct or indirect liability or obligation to Supplier relating to this Agreement.

**11. INSURANCE.** Supplier shall maintain insurance in accordance with **Schedule 2 (Supplier Insurance Coverage)**. Seven (7) business days prior to the start of work for this Agreement, Supplier shall deliver to the Risk Management Department of Customer at Three Ravinia Drive, Suite 100, Atlanta, GA 30346-2121 satisfactory evidence of the described insurance coverages on a certificate of insurance.

**12. MISCELLANEOUS**

**12.1 Audit Rights and Retention Requirements.**

**12.1.1** Customer has the right, at any time during or after the Term of this Agreement, to require an audit of the Services (or any part thereof) and shall have the right to verify information required under this Agreement, by requesting, receiving, inspecting and auditing, at all reasonable times and with reasonable prior notice, any and all records relating to the Services (or any part thereof).

**12.1.2** Supplier shall keep, maintain and preserve at its principal place of business for at least two (2) years following termination or expiration of the Term of this Agreement or any renewal(s) hereof, complete and accurate records of accounts related to Services under this Agreement.

**12.1.3** Supplier agrees to cooperate with Customer or designees of Customer in the performance of its duties of inspection and audit. If, as a result of an audit, it is determined that Supplier has overcharged Customer, Supplier shall pay to Customer the amount of such overcharge, within ten (10) days of such discovery. If an audit shows that Supplier overcharged Customer on any invoice by more than five percent (5%) of the correct amount of the invoice, Supplier shall also pay Customer an amount equal to the cost of the audit.

**12.2 Corporate Responsibility in the Supply Chain.**

**12.2.1** Supplier acknowledges and agrees that Customer values ethical, responsible business practices and expects the same from its service providers.

**12.2.2** Supplier hereby declares its compliance with applicable laws and regulations with respect to the Services and its support for labor and human rights, environmental protection, and business integrity principles and practices, and will use commercially reasonable efforts to operate in a manner consistent with the principles generally described in the "Vendor Code of Conduct" found at the internet site indicated below (hereinafter referred to as the "**Code of Conduct**"), which may be amended from time to time by Customer:

<https://www.ihgplc.com/responsible-business/policies>

**12.3 Notices.**

**12.3.1** Any notice given by one Party to another under this Agreement shall be in writing, delivered by hand or overnight delivery or by prepaid first-class or special delivery post as follows:

**To Customer:**

InterContinental - Los Angeles-Downtown  
Attn: General Manager  
900 Wilshire Boulevard  
Los Angeles, CA 90017

**To Supplier:**

The Service Companies, Inc.  
2900 Monarch Lakes Boulevard, Suite 202  
Miramar, FL 33027  
Attn: CFO

**12.3.2** Notices delivered by hand or overnight delivery shall be given on the day of receipt (unless received after 5:00 pm ET in which case they shall be given on the next working day). Notices sent by prepaid first-class post or special delivery shall be deemed to have been given two (2) working days after the date of posting.

**12.3.3** Either Party shall have the right to vary its address, and/or contact for notices by giving notice to the other.

**12.4 Assignment and Novation.** Supplier cannot assign, delegate, sub-contract or otherwise transfer this Agreement or any rights or obligations under it to any other company or entity without Customer's prior written consent. Customer can freely assign to a parent, subsidiary or affiliate entity, or in the event of a merger, reorganization or sale of substantially all of its assets.

**12.5 Waiver and Cumulative Remedies.**

**12.5.1** A delay or omission by either Party hereto to exercise any right or power under this Agreement shall not be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained. All waivers shall be in writing and signed by the Party waiving its rights.

**12.5.2** The rights and remedies arising under, or in connection with, this Agreement are cumulative and, except where otherwise expressly provided in this Agreement, do not exclude any rights or remedies provided by law or otherwise.

**12.6 Further Assurance.** Supplier shall at the request of Customer do or procure the doing of all such further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary in Customer's opinion to give full effect to an Agreement and to vest in Customer the full benefit of the assets, rights and benefits to be transferred to Customer under that Agreement.

**12.7 Severance.** If one or more provisions or parts of this Agreement are declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

**12.8 Third Party Beneficiaries.** This Agreement is entered into solely between, and may be enforced only by, Customer and Supplier, and this Agreement shall not be deemed to create any rights in third parties, including suppliers and customers of a Party, or to create any obligations of a Party to any such third parties.

**12.9 Amendment.** No amendment to this Agreement shall be valid unless it is in writing signed by or on behalf of each of the Parties to this Agreement.

**12.10 Entire Agreement.** The Agreement constitutes the entire agreement and understanding between the Parties with respect to its respective subject matter and supersedes any previous agreement, warranty, statement, representation, understanding, or undertaking (in each case whether written or oral) given or made before the date of this Agreement, as applicable, by or on behalf of the Parties and relating to its subject matter notwithstanding the terms of any such previous agreement or arrangement expressed to survive termination.

**12.11 Governing Law and Jurisdiction.** The Agreement shall be governed by and interpreted in accordance with the Laws of the state of where the Hotel is located without regard to its conflicts of law principles, and any Dispute related to, arising out of, or in connection with the Agreement shall be subject to the exclusive jurisdiction of the courts in the Hotel's county and the U.S. District Court for the Hotel's location.

**12.12 Dispute Resolution Procedures.** If any Dispute arises out of this Agreement, the Parties agree to discuss in good faith the possible utilization of alternative Dispute Resolution Procedures, including, but not limited to, non-binding mediation. To initiate mediation, a Party must give notice in writing (the "Mediation Notice") to the other Party in accordance with **Subsection 12.3 (Notices)**. If either Party refuses at any time to participate in the mediation procedure and in any event if the Dispute is not resolved within thirty (30) days of the service of the Mediation Notice, either Party shall have the right to commence proceedings in accordance with **Subsection 12.11 (Governing Law and Jurisdiction)**. The Parties shall share equally in the costs of the mediation.

**12.13 Media Releases and Public Disclosures of Agreement.** Supplier shall not disclose the terms of this Agreement, issue or release any statement, article, advertisement, public or private announcement, media release or other similar publicity relating to this Agreement, except with Customer's approval.

**12.14 Survival.** Termination or expiration of this Agreement, shall not prejudice any rights and remedies of either Party which may have accrued under this Agreement up to the date of termination or expiration, and shall not affect any provision of this Agreement which is expressly or by implication intended to come into or remain in effect on or after termination: Any provision of this Agreement which contemplates performance or observance subsequent to termination or expiration of this Agreement will survive termination or expiration of this Agreement and continue in full force and effect.

IN WITNESS WHEREOF, this Master Services Agreement is effective as of the Effective Date.

IHG Management (Maryland) LLC,  
as manager and authorized agent of  
**Hanjin International Corp.**

By: 

Name: Tatiana Zabirko

Title: Director of Finance

Date:  6/23/23

**The Service Companies, Inc.**

By: 

Name: Brigitte Tribble

Title: SVP Hospitality Services

Date: 6/20/2023

## **SCHEDULE 1**

### **Form Services Addendum**

This Services Addendum is made as of June 6th, 2023 between IHG Management (Maryland) LLC (“**Manager**”), acting as manager and authorized agent on behalf of Hanjin International Corp. (“**Customer**”); and The Service Companies, Inc. (the “**Supplier**”).

**NOW THEREFORE IT IS HEREBY AGREED** as follows:

#### **1. INCORPORATION AND INTERPRETATION**

**A.** This Services Addendum sets forth details of Supplier's provision of certain Services to Customer as described herein. This Services Addendum incorporates the terms and conditions of the Master Services Agreement between Customer and Supplier dated May 17, 2023 (the “**Agreement**”).

**B.** Any terms or phrases defined in the Agreement shall have the same meaning in this Services Addendum.

**2. EFFECTIVE DATE.** If different to the date on which the Parties execute this Services Addendum, the Effective Date of this Services Addendum (“**Services Addendum Effective Date**”) is set forth below:

4 days minimum advance notice required.

#### **3. THE SERVICES**

**A.** Supplier shall perform the Services during the Term at the following hotel (the “**Hotel**”):

InterContinental – Los Angeles-Downtown, 900 Wilshire Boulevard, Los Angeles, CA 90017

**B.** In accordance with industry standards, the Services to be performed by Supplier are:

(i) Supplier will recruit, interview, select, hire, assign, train, and supervise TSEs who, in Supplier's judgment, are best qualified to perform the services described in **Error! Reference source not found..** Supplier agrees to compensate TSEs in conformance with all applicable wage-hour laws including the Fair Labor Standards Act (FLSA) and any applicable state or local laws, and provide TSEs with the benefits Supplier offers them. As the employer, Supplier will: (a) maintain all necessary personnel and payroll records for TSEs, (b) withhold from TSEs compensation any taxes, charges or other payroll deductions required by law; (c) remit such taxes and charges to the appropriate government entity; (d) pay net wages and fringe benefits, if any, directly to TSEs; (e) provide for liability insurance as specified in **Schedule 2**; and (f) provide worker's compensation insurance coverage in amounts as required by law.

(ii) In connection with the performance of this Agreement, Supplier will comply with all federal, state, and local laws, regulations, and orders to the extent applicable to Supplier.

(iii) TSEs assigned to Hotel under this Agreement shall remain employees of Supplier. TSEs shall not be entitled to participate in any Hotel employee benefit plans, including but not limited to, pension, Section 401(k) profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, sick pay, Paid Time Off (PTO), stock purchase, severance pay and other similar plans, programs and agreements, whether reduced to writing or not.



(iv) Supplier shall screen and properly train all TSEs prior to being staffed on the Hotel's premises. Supplier will be responsible for all costs associated with the screening and training process, except where noted below. The screening process shall include, but not be limited to:

(a) completion of Supplier's application, which shall provide for references, employment history and disclosure of criminal convictions;

(b) reference checks, including at least three (3) previous employers, if possible;

(c) an appropriate criminal background check based on the position conducted by the Supplier or its representatives; and

(d) drug testing, where required for the position. Hotel agrees to reimburse Supplier for all expenses incurred by Supplier for drug testing of employees under this Agreement.

(v) TSEs shall sign an acknowledgment outlining Supplier's role as employer and supervisor and recognizing that Hotel is not their employer, as set out in Attachment B. In addition, TSEs shall also sign the Information Systems Protection Acknowledgement form as set out in Attachment C.

(vi) Supplier will provide safety training to all TSEs assigned to Hotel.

(vii) Supplier shall provide uniforms approved and accepted by Hotel to all TSEs assigned to the Hotel at no additional cost.

(viii) Supplier shall provide bi-lingual supervisors, as needed, to supervise and manage TSEs assigned to the Hotel.

(ix) Supplier agrees to remove any TSE at Hotel's request. Supplier agrees to assist and cooperate with any investigation initiated by Hotel involving any TSE provided to Hotel under this Agreement.

(x) Supplier agrees to inform TSEs of work hours, meal and break procedures, and appropriate dress code.

(xi) Supplier agrees to supervise TSEs in accordance with the Standards of Conduct, the Anti- Harassment and Anti- Discrimination Policies of the Hotel.

**C.** Supplier shall provide the following Deliverables:

Supplier agrees to furnish Customer with TSEs who have the skills, certifications, and/or licenses necessary to fill various requested positions.

**D.** Supplier shall provide the Services at the following locations:

[INSERT]

**E.** Supplier shall perform the Services and provide the Deliverables by the following dates:

[INSERT]

**4. CHARGES.** The following charges shall be payable in consideration of the provision of the Services pursuant to this Services Addendum:

See Error! Reference source not found..

5. **SPECIAL TERMS.** The following special terms shall apply to the performance of the Services pursuant to this Services Addendum:

[INSERT]

If any Services provided by Supplier to Customer under this Services Addendum have not been approved in writing by Customer (by signature of this Services Addendum in the manner required below) before such Services commence, Customer shall not be liable for any Charges, costs or expenses in relation to such Services.

The Parties signify their agreement to the terms of this Services Addendum and intention to be bound by the contents of it by signing below.

IHG Management (Maryland) LLC,  
as manager and authorized agent of  
**Hanjin International Corp.**

By:  \_\_\_\_\_

Name: Tatiana Zabirko

Title: Director of Finance

Date: 6/23/23

**The Service Companies, Inc.**

By: Brigitte Tribble \_\_\_\_\_

Name: Brigitte Tribble

Title: SVP Hospitality Services

Date: 06/20/2023

Attachment A

Fees and Services:

Attachment B

Agency Employment Acknowledgement

1. I understand that I am an employee of The Service Companies, Inc. ("**Supplier**") and am on assignment with, but not an employee of, Hanjin International Corp. (the "**Customer**"), owner of the InterContinental - Los Angeles-Downtown located at 900 Wilshire Boulevard, Los Angeles, CA 90017 ("**Hotel**"), or IHG Management (Maryland) LLC ("**Manager**"), its manager and authorized agent.
2. I understand that Supplier, not Customer nor Manager, will determine and communicate my pay rate to me, as well as any information about benefits to which I may be entitled from Supplier.
3. I understand that I will receive a paycheck from Supplier, not Customer nor Manager, and that this paycheck may be picked up at or distributed by Supplier.
4. I understand that as a Supplier employee, I am not eligible to participate in any benefits plans, policies, or programs established or administered by Customer or Manager, including among other things vacation, holiday pay, health or life insurance, profit sharing, or stock purchase plans.
5. I waive any right or claim to participate in or receive benefits from Customer or Manager for any time period during which I am an employee of Supplier.
6. I understand that any issues, concerns, or grievances relating to my assignment with Customer, including issues, concerns, or grievances regarding my pay/wages, should be addressed to Supplier.
7. I understand that Supplier will handle routine personnel matters, such as reference and credit checks. There will be no common personnel records between Supplier and Customer and/or Manager.

I have read and understand the above policies and guidelines.

Date

Supplier Employee

\_\_\_\_\_

\_\_\_\_\_

Attachment C

Information And Systems Protection Acknowledgement for Temps. Consultants And Other Contractors

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Contracting Firm Name

\_\_\_\_\_  
Today's Date

I hereby acknowledge and agree to the following:

Information Protection and Confidentiality

As part of my assignment I will be given access to information about Customer and its business, in a variety of formats (paper, electronic, oral communications). This information, other than that which is already publicly available, is proprietary and confidential to Customer and I am responsible for keeping it confidential. I will not reproduce, disclose, or distribute Customer information in any way unless I am instructed to do so by my Customer supervisor. If in doubt, I will not disclose information without speaking to my Customer supervisor. I may only use Customer information to perform my duties for Customer, and for no other purpose. As is the case for Customer associates, my access and use of Customer computer resources may be monitored by Customer at any time, with or without notice, and shall not in any way be deemed to be private or personal to me.

Use of Customer's Systems

When using the Customer's Internet access capabilities, I will abide by the following:

- The Internet is provided for business use. In appropriate and offensive sites, such as those containing or promoting sexually explicit content, gambling, hate speech, or criminal activity should never be accessed in the workplace or through the use of Customer computers and computing resources.
- E-mail messages may be required to be disclosed in legal proceedings and should be composed with dignity and care, as should all documents written on Customer's behalf.
- Customer's non-solicitation guidelines state that e-mail may not be used to communicate advertisements, commercial announcements of solicitations for membership or subscriptions from any public or private enterprises.
- Think before you send! Any message that is sent can be misdirected or easily forwarded to someone else without consent. Special care should be taken when communicating sensitive or confidential information to ensure that it is appropriate for the intended recipients to be privy to the information being sent.

- A message should never be sent if it could be perceived as offensive by another. Derogatory expressions should never be used. (Examples include jokes, slogans, cartoons or other material of an offensive nature related to a person's race, color, national origin, sex, religion, sexual orientation, age, disability or veteran status.)
- E-mail chain letters should not be sent or forwarded. These letters are not only annoying, they add unnecessarily to an already high volume of e-mail traffic.
- Messages should be distributed only to those who will benefit from it. When posting a message to an e-mail bulletin board or public folder, remember that everyone can view it.
- E-mail attachments from unknown senders should not be downloaded or opened. If a virus is suspected or known to be in a file, the file should not be opened or forwarded.
- Software should not be installed on a Customer computer or network without the express consent of the Customer.

#### Independent Contractor

I am and shall remain an employee of my employer while performing services for Customer. I am not and shall not be deemed to be an employee of Customer or its subsidiaries or affiliates for any purpose, and acknowledge and agree that I am not eligible for employment benefits of any kind with Customer, including workers compensation, pay and other benefits. I do not have and shall not have the right to bind Customer by any representation, promise, contract, or other act or omission.

#### No Right or License

Nothing in this acknowledgement will be construed to grant any right or license to me or any employer with respect to data or information disclosed by Customer, or any patent, trademark, copyright, trade secret, or other intellectual property right owned, held or controlled by Customer. As between me, my employer and Customer, all rights (including the right to reproduce, distribute, extract, or disclose to other persons or entities), title, and interest in and to any such data, information and intellectual property belong exclusively to and shall remain exclusively with Customer.

#### Ownership of Work

I agree that all rights, title and interest (including but not limited to copyright and patent rights) in all work, products (including without limitation marks; computer programs and documentation; photographs, logos; designs; drawings; artistic and graphical works; reports; data; information; other works of authorship; and inventions, if any) made by me or my employer, or its suppliers or contractors, during performance of services for Customer (all such works hereinafter "Work Products") will be as set forth in the agreement between my employer and Customer. I will not assert any rights in the Work Product inconsistent with any such agreement and hereby assign any rights I have in such Work Products as necessary to give effect to such agreement. If no such agreement exists, or if such agreement does not cover intellectual property rights, I hereby assign any such rights to Customer. Customer may register, records, and otherwise perfect title to and ownership of all Work Products in Customer's own name. I agree to execute such documents, and otherwise provide such assistance, as Customer may reasonably request, at Customer's expense, to accomplish the purposes of this paragraph.

- By signing the first page of this document I certify that I have read and understand all the information contained in this acknowledgement and that I agree to comply with its provisions. I recognize that if I fail to comply with this agreement, Customer may terminate its relationship with my employer and me and exercise other legal remedies to protect its rights.

**SCHEDULE 2**  
**Supplier Insurance Coverage**

Throughout the term of this Agreement and any renewal term, Supplier shall purchase insurance with its own funds (and shall cause sub-contractors and sub-sub-contractors to purchase and maintain insurance) with insurers having an A.M. Best Rating of A-VIII or better, the minimum types and amounts of insurance set forth below:

1. Statutory Workers Compensation Insurance with benefits afforded under the laws of the state in which the services are to be performed. Policy will include an alternate employer endorsement providing coverage in the event any employee of Supplier sustains a compensable accidental injury while on work assignment with Customer. Insurer for Supplier will be responsible for the Worker's Compensation benefits due such injured employees.
2. Employer's liability insurance with a minimum limit of \$1,000,000 for each occurrence.
3. Employment Practices Liability insurance in the minimum amount of \$1,000,000 per loss providing coverage against allegations of wrongful employment practices, including illegal or discriminatory hiring / firing practices, harassment and discrimination of vendors employees.
4. Commercial general liability insurance written on an occurrence basis, including but not limited to premises-operations, broad form property damage, independent contractors, personal and advertising injury, liability assumed under an insured contract, and Third Party discrimination with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
5. Comprehensive automobile liability insurance covering the use and maintenance of owned, not-owned, hired and rented vehicles with limits of not less than \$1,000,000 combined single limit each accident for bodily injury and property damage.
6. Fidelity/crime coverage (including Third Party liability) or an appropriate form of surety bond providing coverage for infidelity, fraud, dishonesty or criminal acts of TSEs, Supplier's employees, agents, officers or directors in the amount of \$1,000,000 per occurrence.
7. If Supplier is using its own property in connection with the performance of its obligations under this Agreement, property insurance on an "All Risk" basis with replacement cost coverage for property and equipment of others in the care, custody and control of Supplier is required.
8. Professional Liability Insurance, including contractual liability coverage, having a minimum limit in the aggregate of \$1,000,000 for each claim, and an aggregate limit of \$2,000,000 for all claims arising out of services performed under this Agreement.

Customer, Manager, their respective subsidiaries, parents, licensees, and Affiliates shall be named as additional insureds with respect to Supplier's indemnification obligations herein on Supplier's policy or policies for coverages 3-4 above. Supplier shall provide thirty (30) days' written notice to Customer on all required insurance that is cancelled, non-renewed, terminated, materially changed, or coverage reduced. Prior to seven (7) business days of the start of work for this Agreement, Supplier shall deliver to the Risk Management Department of Customer at Three Ravinia Drive, Suite 100, Atlanta, GA 30346-2121 satisfactory evidence of the described insurance coverages on a certificate of insurance. The certificate of insurance is to include a waiver of subrogation in favor of Customer and additional insured status as outlined above. Failure of Customer to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Customer to identify a deficiency from evidence that is provided shall not be construed as a waiver of Supplier's obligation to maintain such insurance. The fulfillment of these insurance obligations shall not relieve Supplier of any liability assumed by Supplier in this Agreement or in any way modify Supplier's contractual or common law obligations to indemnify Customer.

### **SCHEDULE 3**

#### **Services Addendum No. 1**

This Services Addendum No. 1 is made as of June 6h, 2023 between IHG Management (Maryland) LLC ("Manager"), acting as manager and authorized agent on behalf of Hanjin International Corp. ("Customer") and The Service Companies, Inc. (the "Supplier").

**NOW THEREFORE IT IS HEREBY AGREED** as follows:

#### **1. INCORPORATION AND INTERPRETATION**

**A.** This Services Addendum sets forth details of Supplier's provision of certain Services to Customer as described herein. This Services Addendum incorporates the terms and conditions of the Master Services Agreement between Customer and Supplier dated May 17, 2023 (the "**Agreement**").

**B.** Any terms or phrases defined in the Agreement shall have the same meaning in this Services Addendum.

#### **2. THE SERVICES**

**A.** Supplier shall perform the Services during the Term at the following hotel (the "**Hotel**"):

InterContinental - Los Angeles-Downtown, 900 Wilshire Boulevard, Los Angeles, CA 90017

**B.** In accordance with industry standards, the Services to be performed by Supplier are:

(i) Supplier will recruit, interview, select, hire, assign, train, and provide human resources, and supervision of TSEs who, in Supplier's judgment, are best qualified to perform the services described in Attachment A. Supplier agrees to compensate TSEs in conformance with all applicable wage-hour laws including the Fair Labor Standards Act (FLSA) and any applicable state or local laws, and provide TSEs with the benefits Supplier offers them. As the employer, Supplier will: (a) maintain all necessary personnel and payroll records for its TSEs; (b) withhold from its TSEs' compensation any taxes, charges or other payroll deductions required by law; (c) remit such taxes and charges to the appropriate government entity; (d) pay net wages and fringe benefits, if any, directly to TSEs; (e) provide for liability insurance as specified in **Schedule 2**; and (f) provide worker's compensation insurance coverage in amounts as required by law.

(ii) In connection with the performance of this Agreement, Supplier will comply with all federal, state, and local laws, regulations, and orders to the extent applicable to Supplier.

(iii) The TSEs assigned to Hotel under this Agreement shall remain employees of Supplier. TSEs shall not be entitled to participate in any Hotel employee benefit plans, including but not limited to, pension, Section 401(k) profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, sick pay, Paid Time Off (PTO), stock purchase, severance pay and other similar plans, programs and agreements, whether reduced to writing or not.

(iv) Supplier shall screen and properly train all TSEs prior to being staffed on the Hotel's premises. Supplier will be responsible for all costs associated with the screening and training process, except where noted below. The screening process shall include, but not be limited to:

(e) completion of Supplier's application, which shall provide for references, employment history and disclosure of criminal convictions;



(f) reference checks, including at least three (3) previous employers, if possible;

(g) [intentionally omitted]

(h) an appropriate criminal background check based on the position conducted by the Supplier or its representatives; and

(i) drug testing, where required for the position. Hotel agrees to reimburse Supplier for all expenses incurred by Supplier for drug testing of employees under this Agreement.

(v) TSEs shall sign an acknowledgment outlining Supplier's role as employer and supervisor and recognizing that Hotel is not their employer, as set out in Attachment B. In addition, Supplier's employees shall sign the Information Systems Protection Acknowledgement form as set out in Attachment C.

(vi) Supplier will provide safety training to all TSEs assigned to Hotel.

(vii) Supplier shall provide uniforms approved and accepted by Hotel to all TSEs assigned to the Hotel at no additional cost.

(viii) At Customer's request, Supplier shall provide bi-lingual supervisors to supervise and manage employees assigned to the Hotel. The cost of same shall be charged to and paid by Hotel.

(ix) Supplier agrees to remove any TSE at Hotel's request for any lawful, reasonable cause. Supplier agrees to assist and cooperate with any investigation initiated by Hotel involving any TSE provided to Hotel under this Agreement.

(x) Supplier agrees to inform its TSEs of work hours, meal and break procedures, and appropriate dress code.

(xi) Supplier agrees to supervise the TSEs in accordance with the Standards of Conduct, the Anti- Harassment and Anti- Discrimination Policies of the Hotel.

**3. CHARGES.** The following charges shall be payable in consideration of the provision of the Services pursuant to this Services Addendum:

See Attachment A.

Supplier may, on occasion, increase the rates set forth in Attachment A in proportion to any legally-mandated new or increased cost which may be required by federal, state, or local law commencing upon the effective date of such new or increased cost, such as FICA State Unemployment Tax increase or any new or increased cost associated with the passage of a federal or state or local law mandating any benefits for employees. In any event, on occasion, rates may be prospectively changed by Supplier upon notice to Customer. Any sales, use, value added, or similar taxes that apply to sales to Customer will be added to Customer's invoices as a separate item.

**4. SPECIAL TERMS.** The following special terms shall apply to the performance of the Services pursuant to this Services Addendum:

**Employee Timesheets:** Supplier will send Customer a timesheet and an electronic link to report employee hours with every job staffed, which will be provided to Customer by local staffing manager. These timesheets will have the names of the TSEs as well as a place to indicate time in, time out and break time. The timesheet requires the staff, as well as the Customer to input hours worked to ensure the

validity of the recorded time by all parties. Each week, when jobs are finished, Supplier will email Customer reminders to submit hours electronically. Customer electronic timesheets are due no later than Monday at 4:00 PM. If Supplier does not receive Customer timesheets with hours worked by the time timesheets are due, Supplier will pay employees as scheduled and bill Customer the same.

**Employee Breaks; Safety:** Customer shall comply with applicable employee break laws with respect to Supplier employees assigned to Customer. Customer shall maintain a safe, healthy, and legal workplace for TSEs in accordance with the OSHA, including all safety and site specific training (including exposure to hazardous substances), provide TSEs with all required personal protective equipment, record on Customer's OSHA Form 300, Log of Work-Related Injuries and Illnesses, any recordable injuries and illnesses of TSEs and comply with all other OSHA recordkeeping responsibilities applicable to TSEs, and notify TSC immediately of any OSHA inspection or request for information.

**Hiring an Employee of TSC:** Should Customer wish to hire a Supplier employee as a permanent employee of Customer, conversion fees and/or hiring fees will apply. Hiring options include:

1. If Customer maintains the employee as an employee of Supplier for at least 120 days with a minimum of 695 hours worked then Customer can hire the Supplier employee with a Conversion fee of \$0. Customer must notify Supplier if Customer decides to hire an employee.

2. Customer may hire any Supplier employee that has worked less than 120 Days and 695 hours after paying a Temporary-to-Hire Conversion fee to Supplier for each such employee. The Temporary-to-Hire Conversion fee is \$6,500.

If any Services provided by Supplier to Customer under this Services Addendum have not been approved in writing by Customer (by signature of this Services Addendum in the manner required below) before such Services commence, Customer shall not be liable for any Charges, costs or expenses in relation to such Services.

The Parties signify their agreement to the terms of this Services Addendum and intention to be bound by the contents of it by signing below.

IHG Management (Maryland) LLC,  
as manager and authorized agent of  
**Hanjin International Corp.**


By: 

Name: Tatiana Zabirko

Title: Director of Finance

Date: 

**The Service Companies, Inc.**

By: 

Name: Brigitte Tribble

Title: SVP Hospitality Services

Date: 6/23/2023

## Attachment A

### Fees and Services:

Position	Bill Rate Per Hour
<a href="#">Banquet Server</a>	<a href="#">42.25</a>
<a href="#">Dishwasher</a>	<a href="#">42.25</a>
<a href="#">Prep Cook</a>	<a href="#">42.25</a>
<a href="#">Banquet Cook</a>	<a href="#">42.25</a>
<a href="#">Line/Grill Cook</a>	<a href="#">42.25</a>
<a href="#">Bussers</a>	<a href="#">42.25</a>
<a href="#">Public Area Attendants</a>	<a href="#">42.25</a>
<a href="#">Event Staff</a>	<a href="#">42.25</a>
<a href="#">House keepers</a>	<a href="#">42.25</a>
<a href="#">Supervisor</a>	<a href="#">\$45.00</a>
<p><b>*TSC observes the following Holidays:</b></p> <p>New Year's Day                      Labor Day</p> <p>Easter Sunday                      Thanksgiving Day</p> <p>Memorial Day                      Christmas Day Independence Day</p> <p><b>On these dates your normal bill rate will increase 1.5X.</b></p>	

### Positions requirement:

#### Restaurant daily:

Restaurant service    6 employees for AM, 6 employees for PM shift  
 Cooks                      4 employees for AM, 4 employees for PM shift  
 Stewards                      3 employees for AM, 3 employees for PM and 2 employees for overnight shift

(Shifts requirement may change based on occupancy level)

#### Banquet event:

Banquet service                      10 per day  
 Banquet cooks                      12 per day  
 Banquet cooks (Buffet)                      19 per day  
 Banquet Stewards                      14 per day  
 (Shifts requirement based on banquet event schedule)

**Four-hour Minimum:** Supplier requires a four-hour minimum workday. If an TSE is scheduled to work a minimum of four hours in one day and the TSE is sent home in less than four hours due to a lack of work, the TSE will be paid for four hours and Customer will be billed for four hours. **Show-up:** In the event Customer cancels the TSE's assignment and the TSE is already on his/her way to work, or at the location, the four-hour minimum will be applied, and Customer will be billed for four hours.

**Cancellation of Event:** There will be a cancellation fee of 4 hours per TSE for the Event if cancelled within 36 hours of the scheduled start time

Attachment B

Agency Employment Acknowledgement

1. I understand that I am an employee of The Service Companies, Inc. ("**Supplier**") and am on assignment with, but not an employee of, Hanjin International Corp. (the "**Customer**"), owner of the InterContinental – Los Angeles-Downtown located at 900 Wilshire Boulevard, Los Angeles, CA 90017 ("**Hotel**"), or IHG Management (Maryland) LLC ("**Manager**"), its manager and authorized agent.
2. I understand that Supplier, not Customer nor Manager, will determine and communicate my pay rate to me, as well as any information about benefits to which I may be entitled from Supplier.
3. I understand that I will receive a paycheck from Supplier, not Customer nor Manager, and that this paycheck may be picked up at or distributed by Supplier.
4. I understand that as a Supplier employee, I am not eligible to participate in any benefits plans, policies, or programs established or administered by Customer or Manager, including among other things vacation, holiday pay, health or life insurance, profit sharing, or stock purchase plans.
5. I waive any right or claim to participate in or receive benefits from Customer or Manager for any time period during which I am an employee of Supplier.
6. I understand that any issues, concerns, or grievances relating to my assignment with Customer, including issues, concerns, or grievances regarding my pay/wages, should be addressed to Supplier.
7. I understand that Supplier will handle routine personnel matters, such as reference and credit checks. There will be no common personnel records between Supplier and Customer and/or Manager.

I have read and understand the above policies and guidelines.

Date

Supplier Employee

\_\_\_\_\_

\_\_\_\_\_

Attachment C

Information And Systems Protection Acknowledgement for Temps, Consultants And Other Contractors

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Signature

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Printed Name

The Service Companies, Inc. \_\_\_\_\_  
Contracting Firm Name

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Today's Date

I hereby acknowledge and agree to the following:

Information Protection and Confidentiality

As part of my assignment I will be given access to information about Customer and its business, in a variety of formats (paper, electronic, oral communications). This information, other than that which is already publicly available, is proprietary and confidential to Customer and I am responsible for keeping it confidential. I will not reproduce, disclose, or distribute Customer information in any way unless I am instructed to do so by my Customer supervisor. If in doubt, I will not disclose information without speaking to my Customer supervisor. I may only use Customer information to perform my duties for Customer, and for no other purpose. As is the case for Customer associates, my access and use of Customer computer resources may be monitored by Customer at any time, with or without notice, and shall not in any way be deemed to be private or personal to me.

Use of Customer's Systems

When using the Customer's Internet access capabilities, I will abide by the following:

- The Internet is provided for business use. In appropriate and offensive sites, such as those containing or promoting sexually explicit content, gambling, hate speech, or criminal activity should never be accessed in the workplace or through the use of Customer computers and computing resources.
- E-mail messages may be required to be disclosed in legal proceedings and should be composed with dignity and care, as should all documents written on Customer's behalf.
- Customer's non-solicitation guidelines state that e-mail may not be used to communicate advertisements, commercial announcements of solicitations for membership or subscriptions from any public or private enterprises.
- Think before you send! Any message that is sent can be misdirected or easily forwarded to someone else without consent. Special care should be taken when communicating sensitive or confidential information to ensure that it is appropriate for the intended recipients to be privy to the information being sent.
- A message should never be sent if it could be perceived as offensive by another. Derogatory expressions should never be used. (Examples include jokes, slogans, cartoons or other material of

an offensive nature related to a person's race, color, national origin, sex, religion, sexual orientation, age, disability or veteran status.)

- E-mail chain letters should not be sent or forwarded. These letters are not only annoying, they add unnecessarily to an already high volume of e-mail traffic.
- Messages should be distributed only to those who will benefit from it. When posting a message to an e-mail bulletin board or public folder, remember that everyone can view it.
- E-mail attachments from unknown senders should not be downloaded or opened. If a virus is suspected or known to be in a file, the file should not be opened or forwarded.
- Software should not be installed on a Customer computer or network without the express consent of the Customer.

#### Independent Contractor

I am and shall remain an employee of my employer while performing services for Customer. I am not and shall not be deemed to be an employee of Customer or its subsidiaries or affiliates for any purpose, and acknowledge and agree that I am not eligible for employment benefits of any kind with Customer, including workers compensation, pay and other benefits. I do not have and shall not have the right to bind Customer by any representation, promise, contract, or other act or omission.

#### No Right or License

Nothing in this acknowledgement will be construed to grant any right or license to me or any employer with respect to data or information disclosed by Customer, or any patent, trademark, copyright, trade secret, or other intellectual property right owned, held or controlled by Customer. As between me, my employer and Customer, all rights (including the right to reproduce, distribute, extract, or disclose to other persons or entities), title, and interest in and to any such data, information and intellectual property belong exclusively to and shall remain exclusively with Customer.

#### Ownership of Work

I agree that all rights, title and interest (including but not limited to copyright and patent rights) in all work, products (including without limitation marks; computer programs and documentation; photographs, logos; designs; drawings; artistic and graphical works; reports; data; information; other works of authorship; and inventions, if any) made by me or my employer, or its suppliers or contractors, during performance of services for Customer (all such works hereinafter "Work Products") will be as set forth in the agreement between my employer and Customer. I will not assert any rights in the Work Product inconsistent with any such agreement and hereby assign any rights I have in such Work Products as necessary to give effect to such agreement. If no such agreement exists, or if such agreement does not cover intellectual property rights, I hereby assign any such rights to Customer. Customer may register, records, and otherwise perfect title to and ownership of all Work Products in Customer's own name. I agree to execute such documents, and otherwise provide such assistance, as Customer may reasonably request, at Customer's expense, to accomplish the purposes of this paragraph.

- By signing the first page of this document I certify that I have read and understand all the information contained in this acknowledgement and that I agree to comply with its provisions. I recognize that if I fail to comply with this agreement, Customer may terminate its relationship with my employer and me and exercise other legal remedies to protect its rights.