



Acrobat Outsourcing Services Agreement

This agreement between **Acrobat Outsourcing**, with its principal office located at 665 3rd Street, Suite 415, San Francisco, CA 94107 ("Acrobat"), and Asana, located at 1550 Bryant Street, Suite 900, San Francisco, CA 94103 ("CLIENT"), is made effective as of April 1st, 2018 and will continue for a period of 1 year until March 31st, 2019. This contract will automatically renew after 1 year, if no notice given.

Bill Rates: Our bill rates include the Employee's hourly wage, and all deductions required by State and Federal legislation -- including employer's contribution for FICA taxes, providing Unemployment and Worker's Compensation, liability insurance and fidelity bonding, San Francisco sick leave, health care and commuter ordinances as well as other deductions and benefits paid to our Employees. Additionally, all administrative charges are covered, including preparation of W-2 forms at the end of the year.

Hourly Bill Rates for all Positions	
Employee Sourced By:	Bill Rate:
Asana	Hourly Pay Rate <u>plus</u> 45% Mark-up for 1-10 Employees; 44% Mark-up for 11-20 Employees; and 43% Mark-up for 21+
Acrobat Outsourcing	Hourly Pay Rate <u>plus</u> 68% Mark-up for 1-10 Employees; 65% Mark-up for 11-20 Employees; and 62% Mark-up for 21-30 Employees;
PTO/Sick/Holiday* Pay	Hourly Pay Rate + 27% Mark-up for all Employees
*CLIENT observes the following Holidays: <div><div>New Years Day Martin Luther King Jr. Day President's Day Memorial Day 4th of July</div><div>Labor Day Thanksgiving Day after Thanksgiving Christmas Eve Christmas Day</div></div>	

Acrobat may, on occasion, increase the rates set forth in proportion to any legislatively-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. Changes may also include any new or increased cost

associated with the passage of a federal or state law mandating any benefits for Employees. Acrobat at all times agrees to pay Employees no less than the prevailing minimum wage.

Five-hour Minimum: We require a five-hour minimum workday. If an Employee is scheduled to work a minimum of five hours in one day and the Employee is sent home in less than five hours due to a lack of work, the Employee will be paid for five hours and THE CLIENT will be billed for five hours. **Show-up:** In the event you cancel the Employee's assignment and the Employee is already on his/her way to work, or at the location, the five hour minimum will be applied, and THE CLIENT will be billed for five hours.

Cancellation of Event: There will be a 50% cancellation fee of estimated hours for the Event if cancelled within 36 hours of the scheduled start time. The parties agree that the minimum hours for the Event are 5. For Saturday, Sunday and Monday jobs all cancellations or order changes need to be received by Friday morning at 9 a.m. PST to avoid fees.

Guarantee: Acrobat Outsourcing guarantees that the assigned Employees that they recruit and assign to CLIENT will have the qualifications CLIENT requests. If CLIENT finds any assigned Employee's qualifications or general work-related behavior lacking and lets Acrobat know within one (1) hour, Acrobat will not charge for the first two (2) hours of the assignment and will make reasonable efforts to replace the assigned Employee immediately.

Employee Timesheets: Acrobat Outsourcing pays its Employees weekly. In order to accommodate this and ensure accurate invoicing, we utilize paper time sheets, which will be provided to you by your local staffing manager. These time slips will have the names of the staff reporting to your event or business as well as a place to indicate time in, time out and break time. The time slip requires the initials of the staff as well as the signature of the CLIENT to ensure the validity of the recorded time by all parties. After the shift, please return via email or by fax to your local staffing manager, the following business day.

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

PTO/Holidays/Sick Leave:

Acrobat Outsourcing will establish and maintain records for ten (10) days of Vacation, accrued at a rate of 1.54 hours per work week (40 hours) with a cap of eighty (80) hours. If an Employee wants to use a vacation day, they are required to submit a request for approval and if granted the Employee will be paid for their vacation day and the CLIENT will be charged the PTO/Holiday/Sick pay rate. In the event an Employee leaves the position, earned vacation will be paid out to the Employee and billed to the CLIENT at the PTO/Holiday/Sick pay rate. Vacation accrues from first day worked but may not be used until after ninety (90) days of employment. Employees will also accrue sick time according to the SF Sick Leave Act which accrues at a rate of one (1) hour for every thirty (30) hours worked, max seventy-two (72) hours per year. CLIENT will be charged the PTO/Holiday/Sick leave rate once the Employee has worked at CLIENT location for ninety (90) days. In addition to vacation and sick time CLIENT has agreed to offer ten (10) paid holidays a year, these days will be paid to the Employee and billed to the CLIENT at the PTO/Holiday/Sick pay rate.

Medical Coverage:

Acrobat Outsourcing will offer a guided medical coverage option through Acrobat's dedicated Insurance Broker. This plan is available to any Employee on the 1st of the month following sixty (60) days of service and can be selected for the Individual, Individual and Spouse, Individual and Dependent, or Family. CLIENT will contribute up to \$500.00 of the monthly cost of this plan and the remainder will be deducted from the Employee's pay check. The amount CLIENT contributes will be billed in advance each month. If an Employee leaves employment during a month, the benefit cost cannot be refunded. CLIENT reserves the right to determine the amount they wish to contribute each month per Employee. Participation in this plan is optional to Employees that have worked at least sixty (60) days.

Hiring an Acrobat Employee: Should THE CLIENT wish to hire an Acrobat Employee as a permanent employee, conversion fees and/or hiring fees will apply. Hiring options include:

1. If THE CLIENT maintains the Employee as an Acrobat employee for at least 90 days with a minimum of 520 hours worked the client may hire the Employee free of charge.
2. THE CLIENT may hire any Acrobat Employee working less than 90 Days and 520 hours after paying a Temporary-to-Hire Conversion fee to Acrobat for each Employee. The Temporary-to-hire Conversion fee is \$2,500; unless otherwise agreed upon.
3. If the employee is a candidate for immediate hire, Acrobat will assess a Direct Hire fee.

Payment Terms: Qualified CLIENTS who provide good credit references to Acrobat Outsourcing will be granted terms. ALL invoices are **Due Upon Receipt**.

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

Term of Agreement: The Agreement may be terminated by either party upon 30 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 24 hours written notice. No provision of this Agreement may be amended or waived unless agreed to in writing signed by the parties.

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

Asana
CLIENT
[Signature]
Signature
Kimberly Pak
Printed Name
Director of Culinary
Title
4/10/18
Date

STAFFING FIRM: ACROBAT OUTSOURCING
[Signature]
Signature
Heather Dailey
Printed Name
Business Development Mngr
Title
4/10/18
Date

Agreement provided by: Heather Dailey

