



## Acrobat Outsourcing Services Agreement

This agreement between **Acrobat Outsourcing**, with its principal office located at **665 3<sup>rd</sup> Street, Suite 415, San Francisco, CA 94107** ("STAFFING FIRM"), and **American Petroleum Institute** ("CLIENT") for the event on **April 3<sup>rd</sup> through April 7<sup>th</sup>** at the **Omni La Costa 2100 Costa Del Mar Road, Carlsbad, CA 92009**.

**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.

Position	Bill Rate	50% Deposit charged day before event								
Event Help	\$22.95 per hour*	(estimated 50% deposit)								
<p><b><i>*Acrobat Outsourcing observes the following Holidays:</i></b></p> <table><tr><td>New Year’s Day</td><td>Labor Day</td></tr><tr><td>Easter Sunday</td><td>Thanksgiving Day</td></tr><tr><td>Memorial Day</td><td>Christmas Day</td></tr><tr><td>Independence Day</td><td></td></tr></table> <p><b><i>On these dates your normal bill rate will increase 1.5X.</i></b></p>			New Year’s Day	Labor Day	Easter Sunday	Thanksgiving Day	Memorial Day	Christmas Day	Independence Day	
New Year’s Day	Labor Day									
Easter Sunday	Thanksgiving Day									
Memorial Day	Christmas Day									
Independence Day										

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.

**Affordable Care Act:** Beginning in January 2015, Acrobat Outsourcing will be offering medical benefits to all qualified temporary employees in compliance with The Affordable Care Act. You will be assessed a minimal % ACA surcharge on every invoice. This rate can vary and is currently 1% of the invoice amount.

**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 7 days 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 the 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 you 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

**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. THE CLIENT maintains the employee as an Acrobat employee for at least 90 days with a minimum of 520 hours worked.
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. Acrobat will assess a fee based on the number of days remaining in the original 90-day commitment.
3. If the employee is a candidate for immediate hire, Acrobat will assess a Direct Hire fee.

**Payment Terms:**

A 50% deposit will be charged to CLIENT credit card prior to the event. Following the event and upon validation of the completed timesheet, CLIENT credit card will be charged automatically for the balance. A copy of the paid invoice will be provided to CLIENT reflecting the charged amount of credit card.

CLIENT agrees to inform Acrobat Outsourcing in advance should there be any changes to CLIENT credit card information. 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.**

American Petroleum Institute

CLIENT

*Lakshmy Mahon*

Signature

Lakshmy Mahon

Director, Intellectual Property & Events

4/4/2016 | 2:19 PM ET

Date

STAFFING FIRM: ACROBAT OUTSOURCING

*Alicia Ambrose*

Signature

Alicia

Printed Name

Alicia Ambrose

Title

4/4/2016 | 2:18 PM ET

Date

*Agreement Provided By: Alicia Ambrose*

## Certificate Of Completion


Envelope Id: 0CCDAF8179EA437AA685DFCFE08CCEA0	Status: Completed
Subject: Please DocuSign this document: Acrobat Outsourcing 2016-110484	
Contract Number: 2016-110484	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	API_Contracts
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	20875 Crossroads Circle Suite 1
	Waukesha, WI 53186
	api_contracts@api.org
	IP Address: 64.132.44.2

## Record Tracking

Status: Original	Holder: API_Contracts	Location: DocuSign
4/1/2016 5:40:59 PM	api_contracts@api.org	

## Signer Events

Signature	Timestamp
<b>Completed</b>  Madeleine Sellouk Sellouk@api.org American Petroleum Institute Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	Sent: 4/1/2016 5:45:35 PM Viewed: 4/1/2016 6:36:11 PM Signed: 4/1/2016 6:36:36 PM
<b>Completed</b>  Lakshmy Mahon mahonl@api.org Director American Petroleum Institute Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	Sent: 4/1/2016 6:36:37 PM Viewed: 4/4/2016 7:59:58 AM Signed: 4/4/2016 8:08:27 AM
<b>Completed</b>  Rebecca Horton hortonr@api.org Controller American Petroleum Institute Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/22/2014 2:29:17 PM ID: d6cfd46-f104-47df-a1a2-dc2869b87a78	Sent: 4/4/2016 8:08:28 AM Viewed: 4/4/2016 1:44:20 PM Signed: 4/4/2016 1:44:53 PM
<b>Completed</b>  Alicia Ambrose alicia@acrobatoutsourcing.com Alicia Ambrose Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/4/2016 2:17:51 PM ID: 1e92b33e-bba2-487d-a0c4-e9ff54666069	Sent: 4/4/2016 1:44:55 PM Viewed: 4/4/2016 2:17:51 PM Signed: 4/4/2016 2:18:29 PM

Signer Events	Signature	Timestamp
Lakshmy Mahon mahonl@api.org Director American Petroleum Institute Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	  Using IP Address: 64.132.44.2	Sent: 4/4/2016 2:18:31 PM Viewed: 4/4/2016 2:18:49 PM Signed: 4/4/2016 2:19:06 PM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/4/2016 2:18:31 PM
Certified Delivered	Security Checked	4/4/2016 2:18:49 PM
Signing Complete	Security Checked	4/4/2016 2:19:06 PM
Completed	Security Checked	4/4/2016 2:19:06 PM
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, SoftwareONE OBO American Petroleum Institute (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact SoftwareONE OBO American Petroleum Institute:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: robertsonj@api.org

**To advise SoftwareONE OBO American Petroleum Institute of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at robertsonj@api.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from SoftwareONE OBO American Petroleum Institute**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to robertsonj@api.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with SoftwareONE OBO American Petroleum Institute**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to robertsonj@api.org and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SoftwareONE OBO American Petroleum Institute as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SoftwareONE OBO American Petroleum Institute during the course of my relationship with you.