



## TEMPORARY STAFFING AGREEMENT

This Temporary Staffing Service Agreement (the "Agreement") is entered into as of March 1, 2015 (the "Effective Date") by and between Drake Staffing (the "Company") and Foodbuy, LLC ("Foodbuy"). Foodbuy and Company may be individually referred to herein as a "Party" or collectively as the "Parties".

**1. Subject Matter of Agreement.** Upon a Committed Customer's (as defined below in the Third Party Beneficiaries section) request, Company shall supply to Committed Customer's designated locations (each a "Committed Customer Location"), all or an agreed upon portion of the temporary staffing services specifically detailed on Attachment "B" (the "Services"), including placement of temporary service workers who meet the Committed Customer's specified requirements for placement and fulfill the Service Level Agreement requirements detailed on Attachment "C" (the "Assigned Employees"). The Parties agree that this is a nonexclusive relationship and there are no quantities committed by Foodbuy or Committed Customers in either dollar value or volume of any Services.

**2. Term and Termination.** This Agreement shall commence as of the Effective Date and shall continue until February 29, 2020 (the "Term") unless terminated in accordance with the terms of this Agreement. Without limitation of any provision of the Default & Remedies section, either Party may terminate this Agreement without cause upon not less than sixty (60) days' prior written notice to the other Party. Company may only terminate Services in whole or in part with respect to any Committed Customer Location for cause upon at least sixty (60) day's prior written notice to Foodbuy and the Committed Customer Location.

**3. Third Party Beneficiaries.** As used in this Agreement, the term "Committed Customer" means an entity that (i) has authorized Foodbuy to negotiate purchasing contracts on its behalf and/or on behalf of members of its purchasing organization, or (ii) has outsourced all or a portion of its purchasing functions to Foodbuy. Company hereby acknowledges and agrees that Committed Customers are third-party beneficiaries of this Agreement, provided, however, that Foodbuy assumes no financial responsibility or liability, whether in contract or tort, including indemnification, with respect to non-payment or other wrongdoing, whether negligent, intentional, or otherwise, by any Committed Customer, and Company hereby releases Foodbuy from any such responsibility or liability. A list of the Compass Committed Customers, as of the date hereof, is attached hereto as Attachment "A". Foodbuy reserves the right to modify the list of Committed Customers at any time upon written notice, including electronic mail notice, to Company. The term Committed Customer also includes all affiliates of a Committed Customer and, if the Committed Customer is a group purchasing organization ("GPO"), all members of the Committed Customer's GPO that elect to access the Foodbuy program. As used in this Agreement, the term "Committed Customer" shall be limited to Compass Group USA, Inc. and its affiliates, unless otherwise agreed to in writing by Foodbuy and Company.

**4. Assigned Employees.** Company shall provide to each Committed Customer the contact names, phone numbers, and vendor number(s) for the Committed Customer Locations closest to them. If Company is not

able to provide competitive labor to meet the needs of a Committed Customer, the Committed Customer reserves the right to fill its requirements from alternative agencies. Continued inability to supply Services consistent with this Agreement will result in Company being removed from Foodbuy's approved supplier list. In order to ensure quality, compliance and service level standards are being met, business reviews will be conducted at the request of Foodbuy. When a Committed Customer requests temporary employees, Company shall submit all resumes or resume equivalent documents that verify the employee has the necessary qualifications for hire to the Committed Customer's Resource Network. Company shall not submit any unsolicited resumes to Committed Customers or otherwise contact any Committed Customer hiring representative with unsolicited resumes from Company's potential employee pool. Company fees shall not apply for employees hired by a Committed Customer, temporary or otherwise, if Committed Customer did not request that Company supply candidates for specified open positions within Committed Customer's organization. Assigned Employees shall specifically not include, and Company's fee shall not apply for, anyone that has contacted a Committed Customer directly regarding potential employment with that Committed Customer. Assigned Employees are employees of Company and shall not be considered or treated by the Parties as employees of Foodbuy or a Committed Customer, except to such extent required by any applicable law.

**4.1. Same-Day Hires.** Company agrees that it shall use reasonable business efforts to hire and maintain a database of Assigned Employees that have fulfilled the requirements in Attachment "C" for assignment to Committed Customer Locations. If Company does not have availability of Assigned Employees, Company may provide advance written notice to the Committed Customer Location that an employee has been hired the same day ("Same-Day Hire") as the day of scheduled work at a Committed Customer Location and that the Same-Day-Hire, due to time constraints, is not in compliance with Attachment "C". The notice provided to the Committed Customer location shall include the employee's name, the Committed Customer Location to which they will be assigned, the length of the assignment (not to exceed one (1) day), the duties that will be assigned, the background checks that have been completed and the results of the background checks. If any Disqualifying Offenses as defined in Attachment "C" are discovered, Company shall be prohibited from assigning the Same-Day-Hire to a Committed Customer Location and if any such offenses are discovered after the time of placement of the Same-Day-Hire, the Same-Day-Hire will be immediately removed from the Committed Customer Location. Upon notice, the Committed Customer Location shall have the sole authority to accept or reject the Same-Day Hire and Company shall not allow access for the Same-Day-Hire to the Committed Customer Location until approved by a Committed Customer Location representative. Company agrees that Same-Day-Hires will only be permitted, after approval by the Committed Customer, at Customer Location for one (1) day of work, after which the employee must be replaced by an Assigned Employee. The Parties agree that Same-

Day-Hires are not a preferable method of meeting the Customer specified requirements for a Customer Location.

**4.2. Committed Customers' Responsibility.** Committed Customers shall adequately instruct and supervise Assigned Employees and Same-Day Hires in performing the agreed upon Services in an attended environment. Additionally, the Committed Customers shall provide any general or specific safety training necessary to perform the Services.

**5. Invoicing.** Company shall invoice for, and Committed Customer shall pay Company a fee at the rates specified in Attachment "B" for, each hour worked by Assigned Employees or Same-Day Hires as set forth in the time record for each Assigned Employee or Same-Day Hire, which shall be approved by the applicable Committed Customer Location's representative, such approval not to be unreasonably withheld. The Committed Customer shall not be responsible for the payment of any payroll taxes, benefits or federal, state or local taxes derived from the Assigned Employee or Same-Day Hire's net income.

**6. Payment.** Unless Company agrees with Committed Customer Compass' invoice payment partner, Citibank, to receive payment sooner as part of Compass' trade payables program, payment for all Services shall be due to Company within sixty (60) days from the date of Committed Customer Compass' input of the invoice into its accounts payable system. Should Company agree with Citibank to become part of the trade payables program, the terms and conditions of that arrangement are solely between Company and Citibank and Committed Customer Compass shall have no obligation for payment to Company outside of the terms of this Agreement.

**7. Allowances.** Company shall pay to Foodbuy allowances calculated and payable in accordance with the terms of Attachment "E" (the "Allowance" or "Allowances"). Any disputes or challenges Company may have related to Allowances will be deemed waived unless Foodbuy receives written notice (pursuant to the Notice section of this Agreement) of the dispute or challenge within six (6) months of the date of the payment upon which the dispute or challenge is based. Foodbuy has the right to reduce the percentage or amount of Allowance(s) specified in Attachment "E" in return for an equivalent reduction in Service Prices at any time during the Term of this Agreement, provided that Foodbuy gives Company at least thirty (30) days prior written notice. Company shall remain liable after termination of this Agreement for any Allowance payments pursuant to the terms hereof in connection with Services provided to Foodbuy prior to the effective date of such termination. Should Company fail to pay all or a portion of the Allowance(s) within the time period specified on Attachment "E", Foodbuy shall charge, and Company shall pay interest on the unpaid amount at the lesser of (i) eighteen percent (18%) per annum and (ii) the highest contract rate permitted by law. This remedy shall be in addition to any other remedies Foodbuy may have at law or in equity. For the avoidance of doubt, Company will not be afforded the cure period for non-payment of all or a portion of Allowance(s) provided in the Default and Remedies section below. Company acknowledges that the Allowances are intended as a negotiated reduction in the Company's market price available in a competitive market.

**8. Warranties:**

**8.1.** Company represents and warrants that all Assigned Employees provided will have the experience and training for the Services hired.

**8.2.** Company represents and warrants that all Assigned Employees shall be in compliance with Attachment "C".

**8.3.** Company represents and warrants that any Services provided by Company hereunder will be performed in a first-class, professional manner, with the care, skill and diligence, and in accordance with, the applicable standards currently recognized in Company's applicable profession or industry.

**9. Compliance with Applicable Law.** Company represents and warrants that it and its Services will at all times comply with the terms of this Agreement, all laws, rules, regulations, sanctions and ordinances applicable to the Services provided hereunder. Company agrees to integrate the highest ethical, human rights and social responsibility principles throughout its organization and in its selection of subcontractors and to provide, upon request, documentation that supports this commitment. Company further specifically represents and warrants that Company and Company's subsidiaries, agents or subcontractors (as applicable), including employees of each have acted and shall continue to act consistently and in compliance with the Foreign Corrupt Practice Act and the UK Bribery Act of 2010 and any such similar laws as further set forth in Attachment "F", which is attached hereto and incorporated by reference herein.

**9.1.** Company further represents and warrants that neither it nor any of its directors, officers, employees, principals or agents (the "Representatives") are debarred, suspended, proposed for debarment, declared ineligible, or excluded by any Federal or State department or agency from doing business with the Federal Government or a State Government.

**10. Work Product.** Any and all discoveries and/or inventions (which shall include improvements and modifications) relating to Services performed by Assigned Employees or Same-Day Hires, or relating to matters disclosed to Assigned Employees or Same-Day Hires in connection with Services to be performed, or suggested by such matters, whether or not patentable, which discoveries and/or inventions are made or conceived by Assigned Employees or Same-Day Hires, solely or jointly with others, during the term of any assignment (regardless of whether conceived or developed during working hours) or during a period of one (1) year thereafter, shall be the property of the Committed Customer as "work made for hire" to the extent provided by sections 101 and 201(b) of the Copyright Act, 17 U.S.C. 101 *et seq.*, and such discoveries and/or inventions shall be promptly disclosed to Customer. Committed Customer shall have the right to file and prosecute, at its own expense, all patent applications, whether U.S. or foreign, on said discoveries and/or inventions. Assigned Employees and Same-Day Hires shall, during any assignment with a Committed Customer or any time thereafter, provide to the Committed Customer all documents, information and assistance requested for the filing or prosecution of any such patent application, for the preparation, prosecution or defense of any legal action or application pertaining to such discoveries and/or invention and for the assignment or conveyance to Committed Customer of all right, title and interest in and to such discoveries and/or inventions, patent applications and letters patent issuing thereon. Company shall cause each Assigned Employee or Same-Day Hire assigned hereunder to acknowledge and agree to the terms of this Section.

**11. Relationship of Parties.** At all times during the term of this Agreement, Company shall be an independent contractor of Customer and Assigned Employees and Same-Day Hires assigned under this Agreement shall remain employees of Company; neither Company nor its officers, directors, employees, agents, representatives or independent contractors, if any, shall be considered employees or agents of Foodbuy or a Committed Customer.

12. **Equal Employment Opportunity Certification.** In accordance with Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, Executive Order 11758, the Vietnam Era Veterans Readjustment Act of 1973 and Executive Order 11701, each as may be amended from time to time, Company hereby certifies that Company currently abides by, and shall continue to abide by, the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). 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, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

13. **Default and Remedies.** The occurrence of one or more of the following events shall constitute a default under this Agreement (each a "Default"): (i) a Party breaches any term of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach (or if within such thirty (30) day period the breach cannot be reasonably cured, the defaulting Party fails to take action to cure such breach and to pursue diligently the cure thereof); (ii) a Party becomes insolvent or bankrupt, or unable to pay its debts as they mature, or makes an assignment for the benefit of its creditors, or applies for or consents to the appointment of a trustee or receiver for the major part of such Party's assets; (iii) if bankruptcy, reorganization arrangements, insolvency, or liquidation proceedings or other proceedings for relief under the bankruptcy law for the relief of debtors are instituted by or against a Party, or consented to, and are not dismissed, stayed, or nullified within sixty (60) days after such institution; (iv) a Party is not in compliance with any law, rule, regulation or ordinance applicable to the Services provided by Company hereunder; or (v) Company fails to comply with Sections 4 and 4.1 of this Agreement. Upon a Default, the non-defaulting Party may terminate this Agreement in whole or in part with respect to any Committed Customer Location upon written notice to the defaulting Party and the Committed Customer Location or pursue any other remedy available at law or in equity, except in the event of a Default pursuant to subsections (ii), (iii), (iv) or (v) above, in which case, this Agreement may be automatically terminated by the non-defaulting Party immediately without notice.

14. **Indemnity.** Company shall indemnify, defend, and hold harmless Foodbuy, the Committed Customers and their respective parent companies, subsidiaries, officers, affiliates, agents, employees, clients, Customer Locations, representatives, shareholders and contractors (for purposes of this section, the "Indemnified Parties") harmless from and against any claim, lawsuit, loss, liability, damage, settlement or judgment, including without limitation, attorneys' fees and other expenses, incurred in the defense of a claim arising out of or alleging that such claimant's loss or injury was caused, in whole or in part, by: (i) a breach or other Default by Company (including without limitation, its employees, Assigned Employees, Same-Day Hires, contractors and agents) of this Agreement; (ii) any act or omission, whether negligent, intentionally wrongful or otherwise, of an Assigned Employee or Same-Day Hire, including but not limited to those pertaining to claims or actions for bodily injury, death, sickness, property damage (except to the extent caused by the gross negligence of Foodbuy), (iii) any other injury or damage if caused by or related to any breach of this Agreement by Company, (iv) any employment discrimination or other claim under applicable law as each may be amended from time to time, (v) any claims for compensation, wrongful discharge, breach of contract, intentional or negligent infliction of emotional distress, or (vi) any other cause of action based on federal, state or local law. The provisions of this Section shall survive the expiration or termination of this Agreement, with respect to any claim, loss, liability, cost or expense, whenever incurred or asserted,

arising out of any Default, breach, act, omission, condition or event that preceded such expiration or termination.

15. **Insurance.** Prior to the commencement of this Agreement and throughout the entire term of this Agreement and for a period of one (1) year thereafter, Company shall procure and maintain at its own expense the following insurance. Such insurance shall be with insurers maintaining a minimum A.M. Best rating of A VIII. Foodbuy, the Committed Customers, Compass Group and the clients of Compass Group including their parent companies, subsidiaries, officers, affiliates, agents, employees, as their interests may appear, shall be included as additional insureds. This insurance shall apply as primary and non-contributory insurance. Company waives all rights of subrogation against Foodbuy and any Committed Customer and their agents, officers, directors and employees. The insurance shall comply with the following minimum requirements:

**15.1. Commercial General.** Company shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance as follows:

15.1.1. Policy limits of not less than \$5,000,000 each occurrence which shall apply separately to each location and which may be met in the form of primary and excess coverage. Compass shall be included as an additional insured. The insurance shall be primary and noncontributory to any insurance or self-insurance programs afforded Foodbuy, the Committed Customers and their affiliates and assigns. Company waives all rights of subrogation against Foodbuy, the Committed Customers, Compass Group and the clients of Compass Group including their parent companies, subsidiaries, officers, affiliates, agents, employees, their agents, officers, directors and employees.

15.1.2. CGL insurances shall be written on ISO occurrence form CG 00 01 01 96 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, advertising injury and if serving alcohol shall include liquor liability, and liability assumed under an insured contract.

15.2. **Automobile.** Company shall maintain automobile liability using a Business Auto Coverage Form, and if necessary, commercial umbrella liability as follows:

15.2.1. Policy limits of not less than \$5,000,000 each accident which may be met in the form of primary and excess coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Foodbuy Committed Customers, Compass Group and the clients of Compass Group including their parent companies, subsidiaries, officers, affiliates, agents, employees as their interests may appear, shall be included as additional insureds. This insurance shall apply as primary and non-contributory insurance. Company waives all rights of subrogation against Foodbuy and any Committed Customer, Compass Group and the clients of Compass Group including their parent companies, subsidiaries, officers, affiliates, agents, employees

**15.2.2. Policy** is to be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage.

**15.3. Workers' Compensation and Employers' Liability Insurance.** Company shall maintain workers' compensation and employers' liability within applicable statutory limits provided for workers' compensation and employers' liability limits of not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. Policy should include an Alternate Employer Extension Endorsement in favor of Foodbuy. Company waives all rights of subrogation against Foodbuy, the Committed Customers, Compass Group and the clients of Compass Group including their parent companies, subsidiaries, officers, affiliates, agents, employees

**15.4. Crime Insurance.** Company shall maintain crime insurance, with a third party endorsement, in the amount of \$500,000 per occurrence that extends coverage to property of Foodbuy and Committed Customers. Foodbuy Committed Customers, Compass Group and the clients of Compass Group including their parent companies, subsidiaries, officers, affiliates, agents, employees shall be loss payee.

**15.5. Employment Practices Liability.** Company shall maintain employment practices liability, covering third party claims of at least \$1,000,000 each claim. Company waives all rights of subrogation against Foodbuy, the Committed Customers, Compass Group and the clients of Compass Group including their parent companies, subsidiaries, officers, affiliates, agents, employees

**15.6. Professional Liability/Errors & Omissions Liability.** Company shall maintain professional liability covering third party claims of at least \$1,000,000 each claim. Foodbuy Committed Customers, Compass Group and the clients of Compass Group including their parent companies, subsidiaries, officers, affiliates, agents, employees shall be included as additional insured. This insurance shall apply as primary and non-contributory insurance. Company waives all rights of subrogation against Foodbuy, the Committed Customers, Compass Group and the clients of Compass Group including their parent companies, subsidiaries, officers, affiliates, agents, employees.

**15.7. Evidence of Insurance.** Prior to the execution of this Agreement, upon the annual anniversary of the Effective Date, at each renewal thereafter and upon request by Foodbuy, a Committed Customer, Compass Group and the clients of Compass Group, Company shall deliver a certificate, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. The above referenced policies should be endorsed where applicable naming Foodbuy Committed Customer Compass Group and the clients of Compass Group including their parent companies, subsidiaries, officers, affiliates, agents, employees, including its subsidiaries, agents, officers, directors, employees and representatives, as additional insureds, providing primary and non-contributory coverage and waiver of subrogation. All insurance certificates shall provide for thirty (30) days' written notice to Foodbuy prior to the cancellation or material change of any insurance referred to therein. All such insurance certificates shall be sent to Foodbuy, LLC, ATTN: Insurance Certificates, 2400 Yorkmont Road, Charlotte, NC 28217.

**15.8. No Representation of Coverage Adequacy.** By requiring insurance herein, Foodbuy does not represent that coverage and limits will necessarily be adequate to protect Company, and such coverage and limits shall not be deemed as a limitation of Company's liability under the indemnities granted in favor of Foodbuy or any Committed Customer in this Agreement.

**16. Non-Solicitation.** Company, including its parent(s), affiliates, subsidiaries and agents, agrees that at no time during the term of this Agreement, and for a period of one (1) year immediately following the termination or expiration of this Agreement, will it, without the prior written consent of Foodbuy, call upon or solicit any Committed Customer personnel, including Converted Employees (as defined on Attachment "B"), for the purpose of employing, hiring, or otherwise interfering with the employment relationship of such personnel with Foodbuy or its Committed Customers or its parent(s), affiliates or subsidiaries, nor will it in any way directly or indirectly, for itself or on behalf of or in conjunction with any other person, firm, partnership, corporation, or association, solicit, hire or employ, or take away such Foodbuy or Committed Customer personnel or personnel of Foodbuy or Committed Customer's parent(s), affiliates or subsidiaries for one (1) year immediately following the termination or expiration of this Agreement. If Company breaches the terms of this Section, then Company agrees to pay to Foodbuy or the Committed Customer an amount equal to one (1) year's salary (or the hourly equivalent) of such personnel as liquidated damages and not as a penalty. Acceptance of such a liquidated damages payment does not constitute a waiver of any other remedies or rights that Foodbuy or Committed Customer may have either in law or in equity.

**17. Records/Audit.** During the term of this Agreement, and for a period of two (2) years thereafter, Company shall maintain complete and accurate records to substantiate its compliance with the terms of this Agreement. Company agrees that authorized representatives of Foodbuy, and as requested, of Committed Customers, shall have the right at all reasonable times to examine Company's record systems relating to Services and Allowances during normal business hours upon prior written notice to Company, subject to Foodbuy or the requesting Committed Customer's execution, upon request, of a reasonable non-disclosure agreement with Company. Company agrees to maintain such records during the term of this Agreement and for a period of two (2) years thereafter. If such examination discloses an overstatement of Price or an understatement of Allowances, Company shall reimburse Foodbuy for the Price over-charge and/or Allowance under payment plus interest at the lesser of (i) twelve percent (12%) per annum and (ii) the highest contract rate permitted by law. This remedy shall be in addition to any other remedies Foodbuy and the applicable Committed Customer may have at law or in equity.

**18. Electronic Data Interchange Requirements.** Company acknowledges that it has been apprised that Foodbuy has made Electronic Data Interchange ("EDI") an administrative requirement for all sellers of goods and services to Committed Customers. Company agrees to provide to Foodbuy all EDI pertaining to each Committed Customer and agrees to ensure that the EDI conforms to the requirements set forth in the Foodbuy Committed Customer Electronic Data Interchange Vendor Implementation Guide (the "Foodbuy EDI Guide"). Company shall provide to Foodbuy a signed *Acknowledgement of Receipt of and Acceptance of Foodbuy EDI Vendor Guide* attached hereto as Attachment "G". Company agrees that all EDI shall be provided to Foodbuy in a manner and form satisfactory to Foodbuy and in accordance with the Foodbuy EDI Guide. Company acknowledges that Company's agreement to provide EDI does not guarantee that Foodbuy will provide Company with any specific amount of business or that the agreement between Foodbuy

and Company will be for any specific term. In the event that Company is unable to report data using the EDI standards, Company shall report all Committed Customer direct purchasing from Company to Foodbuy on a monthly basis by no later than the 15th of the month following the month in which the purchases were made. All such reports shall be in a substance and form reasonably satisfactory to Foodbuy, and shall be sent to Foodbuy electronically at the address [pdata@foodbuy.com](mailto:pdata@foodbuy.com) or to any other address supplied by Foodbuy. Reports shall be furnished to Foodbuy whether or not Company processes any orders from Committed Customers during the reporting period. At no additional charge, Company shall make ad hoc reports available to Foodbuy within ten (10) business days of the request from Foodbuy.

**19. Assignment.** Neither Party shall assign any part of this Agreement or delegate the obligations set forth herein without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed; provided, however, that the foregoing shall not impair Foodbuy's right to assign, transfer and delegate its rights and/or obligations under this Agreement to (a) Committed Customers as contemplated in this Agreement and (b) an affiliate, parent, subsidiary or successor of Foodbuy. For purposes of this Section, a change of control of a Party shall be deemed an assignment by such Party.

**20. Notice.** The Parties shall be noticed at the addresses listed below, or to any other address as designated by one Party upon written notice to the other Party. Unless otherwise stated herein, all notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid, or by deposit in the United States mail, first-class postage prepaid by registered or certified mail. Any such notices shall be deemed to have been given (a) upon delivery in the case of personal delivery; (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

TO: FOODBUY  
ATTN: VP Category Development  
Yorkmont Rd.  
Charlotte, NC 28217  
(w/copy to "Procurement  
Counsel" at above address)

TO: Drake Staffing  
ATTN: Robert Jones  
2033 Monroe Dr., NE Suite B  
Atlanta, GA 30324

**21. Severability.** If any provision of this Agreement shall prove to be invalid, void, voidable, illegal, or is held to be unenforceable under applicable law, each Party hereto hereby agrees to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then such provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; any such invalidity, voidness, voidability, illegality or unenforceability, shall in no way affect, impair or invalidate any of the other provisions hereof.

**22. Non-Waiver.** No waiver by a Party of any Default or breach of the other Party of any condition, representation or warranty contained in this Agreement and no failure by a Party to exercise any rights under this Agreement or to insist upon the strict performance of any obligations of the other shall constitute or be deemed a waiver or release of any rights and remedies of that Party in the event of a subsequent Default or breach of the same nature or of any other Default or breach on the part of the other Party.

**23. Governing Law; Jurisdiction; Waiver of Jury Trial.** This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of North Carolina, without regard to its provisions concerning choice of laws, choice of forum or any principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The Parties

hereby consent and submit to the exclusive jurisdiction of the federal or state courts located in Charlotte, North Carolina, to hear any action or suit arising out of this Agreement or related matters. Neither Party shall raise, and the Parties hereby waive, any defenses based upon venue, inconvenience of forum, lack of personal jurisdiction, improper service of process or the like in any such action or suit. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR COUNTERCLAIM ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT AND UNDER ANY THEORY OF LAW OR EQUITY, WHETHER NOW EXISTING OR HEREAFTER ARISING.

**24. Mandatory Mediation.** Prior to submission of any action or suit pursuant to the provisions of the Governing Law, Jurisdiction and Waiver of Jury Trial section, the Parties hereby consent to mandatory, non-binding mediation to hear any claim, demand or dispute arising out of this Agreement or related matters. Any such mediation shall take place in Charlotte, North Carolina, before a single mediator to be agreed upon by the Parties.

**25. Committed Customer's and Client's Premises.** Company agrees that, when on a Committed Customer's property, a Committed Customer's Locations, or a Committed Customer's clients premises, Company's employees, including Assigned Employees and Same-Day Hires; agents; officers; directors; and third party servicers will comply with and observe all applicable requirements, rules and regulations which have been imposed by a Committed Customer or a Client, including but not limited to any security requirements imposed by the Transportation Security Administration (TSA) or the airport authority or its agents and to apply for and receive necessary approvals and badging for unescorted entry into secure areas. As used herein, the term "Client" shall mean an entity that a Committed Customer serves pursuant to a separate agreement between Client and the Committed Customer.

**26. Confidential Information.** "Confidential Information" means information received by one Party hereto (the "Receiving Party") from the other Party hereto (the "Disclosing Party") that is proprietary to the Disclosing Party, would constitute a trade secret under the U.S. Uniform Trade Secrets Act, is not generally known in the applicable industry, would logically be considered confidential or proprietary to the Disclosing Party, would do the Disclosing Party harm if divulged, or, if disclosed in writing, is marked "confidential", "privileged" or "proprietary" by the Disclosing Party or, if disclosed orally or in the form of tangible materials, is indicated at the time of disclosure to be confidential, privileged or proprietary. Confidential Information of Foodbuy includes, without limitation, Prices, allowance information, the terms of this Agreement, Committed Customer information and transactional data generated by the purchasing activities of Committed Customers. The Receiving Party shall keep in confidence all Confidential Information and prevent the unauthorized use or disclosure to any third party, or any other unauthorized person or persons of all Confidential Information. The Receiving Party shall not use any Confidential Information for any purpose other than to perform work pursuant to this Agreement. Each Party shall only make available the Confidential Information of the other Party to its employees and agents on a need-to-know basis in furtherance of this Agreement and shall advise such employees and agents of the restrictions set forth with respect to the use of such information. Each Party shall be responsible for the unauthorized disclosure of any Confidential Information by its employees and agents. In view of the fact that the Disclosing Party may be injured if the Receiving Party were to breach its covenants and agreements in connection with the Confidential Information, the Receiving Party agrees that the Disclosing Party may seek specific

performance and/or injunctive relief to enforce the obligations of this Confidential Information section in addition to any other relief to which the Disclosing Party may be entitled under this Agreement, at law, or in equity. Neither Party shall disclose the substance of this Agreement to any third party except as necessary to operate its business pursuant to the terms hereof or obtain any governmental permits, licenses, approvals, and the like, and provided that the Receiving Party shall be responsible for any disclosure by any such third party that violates this provision. Notwithstanding the foregoing, the Receiving Party shall not be liable for use or disclosure of any information if the same: (a) was already published or otherwise in the public domain at the time it is disclosed by the Disclosing Party to the Receiving Party or at the time it is disclosed by the Receiving Party to a third party (other than by a breach of this Agreement); (b) was already available or known to the Receiving Party (as established by the Receiving Party's business records) at the time it is disclosed to the Receiving Party by the Disclosing Party; (c) is used or disclosed by the Receiving Party with the prior, written approval of the Disclosing Party; (d) is independently developed by the Receiving Party without reference to information disclosed by the Disclosing Party provided such development can be adequately substantiated by the Receiving Party's business records; (e) is disclosed to the Receiving Party by a source not subject to any confidentiality obligation or restriction owed to the Disclosing Party; (f) is or has been disclosed by the Disclosing Party to a third party not subject to any confidentiality obligation or restriction to the Disclosing Party; or (g) is disclosed by the Receiving Party as required by law. If such information is to be disclosed

in response to an order of a court or other governmental authority, the Receiving Party must first notify the Disclosing Party promptly of such order so that the Disclosing Party has a timely opportunity to seek a protective order. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

**27. Entire Agreement.** This Agreement and the Attachments attached hereto constitute the entire agreement and understanding between the Parties relating to the subject matter hereof, and supersede all other agreements between the Parties with respect thereto. The Parties agree that the terms of this Agreement shall take precedence over the terms of any specific Company invoices. This Agreement may not be modified without a written amendment signed by an authorized representative of each Party. Unless otherwise agreed to by both Parties in writing, this Agreement shall apply to all invoices, purchase orders and other documents of purchase which a Committed Customer may place with Company, or which Company may generate as a result of a request for Services (each an "Order"). The terms and conditions of this Agreement shall apply to any Order or transaction between Company and Committed Customer whether or not this Agreement or its terms and conditions are expressly referenced.

IN WITNESS WHEREOF, each Party hereto has executed this Agreement, or has caused this Agreement to be executed by its duly authorized officer, as of the date first written above.

ACCEPTED AND AGREED TO:

FOODBUY, LLC

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Drake Staffing

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

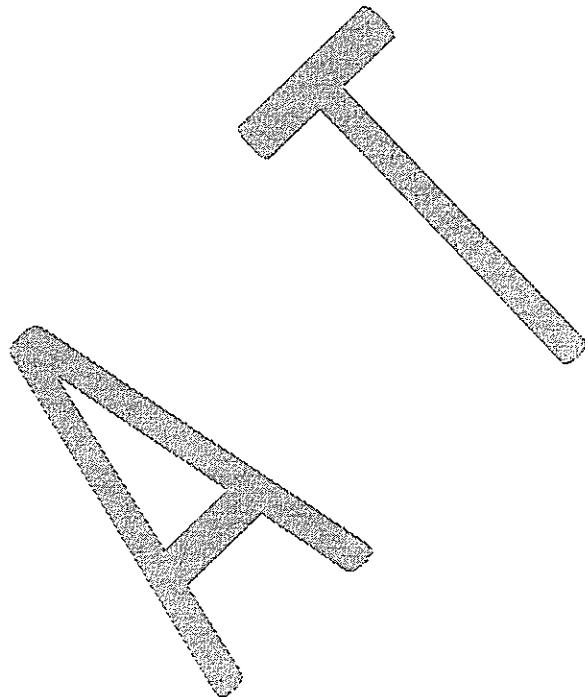
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTACHMENT "A"

COMMITTED CUSTOMERS

- Compass Group USA, Inc., including its sectors, subsidiaries, clients, customers and franchisees.



ATTACHMENT "B"

SERVICES AND RATES

**I.** Services. Services shall be defined as all Services provided by Company to a Committed Customer of the nature and type described in this Attachment "B". Services may be added or deleted as authorized in writing by Foodbuy's designated Category Manager and this Attachment "B" shall be deemed amended as a result of such writing. Services not included on Attachment "B" which are provided to Committed Customers shall be considered Services hereunder, and such services shall be eligible for pricing similar to that provided for the Services below and Foodbuy shall be eligible for Allowances on such services. Requests for services not included in this Agreement should be referred to the designated Foodbuy Category Manager at the address provided in the Notice section of the Agreement.

**II.** Bill Rate. Unless approved in writing by the designated Foodbuy Category Manager, Committed Customers shall not be responsible for any other charges outside of the Bill Rates listed below, or other agreed upon rate adjustments. The Parties agree that Bill Rates shall be firm for the Term of this Agreement subject to compliance with Section II.A. of this Attachment "B" and applicable law.

**A. Minimum Wage Statutory Changes.** If there should be statutory changes with regard to applicable minimum wage laws, which may become effective through government legislation, Company, upon written notice to the designated Foodbuy Category Manager, may increase Bill Rates only to adjust for minimum wage laws. To substantiate the increase in Bill Rates, Company shall provide documentation to Foodbuy demonstrating that the increase in Bill Rates solely reflects an increase in minimum wage. The hourly Bill Rate for each position/occupation paid by Company for each hour worked by such Assigned Employee or Same-Day Hire during that month shall be as outlined below ("Bill Rate"). Company shall include the Assigned Employee or Same-Day Hire's hourly rate on all invoices. Positions/occupations not included below which are provided to Committed Customers shall be considered Services hereunder, and shall be eligible for similar Bill Rates to comparable positions/occupations below. Requests for any adjustments to the Bill Rates specified below may be submitted to the designated Category Manager with justifiable substantiation. New Bill Rates may not be implemented until Company receives written acceptance of new Bill Rates from Foodbuy, which in no event shall occur sooner than ninety (90) days from the day of Company's request for rate adjustment and this Attachment "B" shall be deemed amended as of such a writing. To the extent any Allowance is based on a specified dollar amount per Service, such Allowance shall increase commensurate with the Bill Rate increase agreed to by Foodbuy.

Company Bill Rate Schedule. All bill rates are based on a mark-up range of 55% to 60% applied to the pay rate.

Position	Market	Bill Rate/Hr. > 1 Year Experience	Bill Rate/Hr. 3 Year's Plus Experience
Server	Atlanta, GA	\$16.00	\$17.25
Bartender beer & wine	Atlanta, GA	\$16.00	\$17.25
Bartender full bar	Atlanta, GA	\$16.00	\$17.25
Captain	Atlanta, GA	\$18.00	\$18.00
2nd/grill cook	Atlanta, GA	\$16.00	\$17.25
Prep-cook	Atlanta, GA	\$16.00	\$17.25
Chef -first cook	Atlanta, GA	\$16.00	\$17.25
Utility/dishwasher	Atlanta, GA	\$12.00	\$12.50
Housekeeper	Atlanta, GA	\$12.00	\$12.50
Cashier	Atlanta, GA	\$13.50	\$14.00
Server	Atlanta, GA	\$16.00	\$17.25
Bartender beer & wine	Atlanta, GA	\$16.00	\$17.25
Bartender full bar	Atlanta, GA	\$16.00	\$17.25
Captain	Atlanta, GA	\$18.00	\$17.25

III. **Overtime.** Overtime hours shall be defined as those hours which satisfy at least one of the following three conditions:

- (i) hours worked in excess of eight hours in one "Workday" (the term "Workday" shall be defined as any consecutive 24-hour period commencing at the same time each calendar day);
- (ii) hours worked in excess of 40 hours in any one "Workweek" (the term "Workweek" shall be defined as any seven consecutive days, starting with the same calendar day each week or as a fixed and regularly recurring period of 168 hours, seven consecutive 24-hour periods); or
- (iii) the first 8 hours worked on the seventh day of work in any one Workweek.

If work is performed hereunder in a state in which the state labor code definition of "Overtime" hours conflict with the above definition, the state labor code definition in such state shall supersede and govern for determining Overtime hours worked by the Assigned Employee in such state.

The Overtime Bill Rate payable by Committed Customer to Company will be calculated by applying the Bill Rate at a rate of time and a half for the applicable Assigned Employee or Same-Day Hire. For example, a Bill Rate of \$20.00 would be multiplied by 1.5 to yield an Overtime Bill Rate of \$30 per hour.

V. **Employee Conversion.** All temporary to hire positions are not subject to a Conversion Fee (as defined below) after 320 billable hours.

A. **Salaried Positions.** Customer shall be charged a "Conversion Fee" for Assigned Employees who have become full-time Committed Customer employees (each a "Converted Employee"). For salaried positions within 320 billable hours, the Conversion Fee for each Converted Employee shall be 15% of the Converted Employee's first year base salary minus the gross margin dollars accrued.

*Example: \$40,000 annual salary for a temporary employee who has worked 200 hours at \$15/hour = (\$40,000\*15%) - (200\*15) = \$3,000.*

B. **Employee Conversion: Hourly Positions.** Customer shall be charged a "Conversion Fee" for Assigned Employees who have become full-time Committed Customer employees (each a "Converted Employee"). For hourly Converted Employees, the Conversion Fee shall be determined by reducing the 320 billable hours by the actual number of hours worked by the Converted Employee and multiplying the remaining number of hours by the Converted Employee's hourly rate.

*Example: An Assigned Employee at a rate of \$30.00/hour, who has worked 200 hours = (320hrs. - 200hrs.)\*\$30.00 = \$3,600.*

C. **Replacement / Refund Policy for Converted Employees (Salaried and Hourly).**

Company guarantees the placement of candidates. In the event the hired candidate voluntarily resigns or is terminated by a Committed Customer for any reason other than companywide lay-off or reorganization during the ninety (90) days following commencement of employment (i.e. start date), at the sole discretion of the Committed Customer, Company will provide a replacement candidate with similar qualifications at no additional charge or provide a 100% refund of the Conversion Fee. In the event that a candidate voluntarily resigns or is terminated by a Committed Customer for any reason other than companywide lay-off or reorganization during one-hundred and eighty (180) days following the commencement of employment, Company will provide a replacement candidate with similar qualifications at no additional charge or provide a 50% refund of the conversion fee.

**ATTACHMENT "C"**

**SERVICE LEVEL AGREEMENT**

Company shall comply with all requirements in this Attachment "C" for each Assigned Employee prior to their assignment to a Committed Customer Location. A failure to fulfill the requirements in this Attachment "C" for Assigned Employees shall be deemed a material breach of this Agreement. In the event Company may use a Same-Day Hire, Company also shall make reasonable business efforts to fulfill the requirements listed below for Same-Day Hires.

**1. Service.** When requested by a Committed Customer, Company shall recruit, interview, select and hire Assigned Employees who are qualified to perform the Services required by the Committed Customer.

**2. Reference Checks.** Company shall insure that pre-employment or pre-contracting reference checks are conducted prior to assignment of any potential personnel to a Committed Customer Location. Company shall only assign personnel with a positive or neutral reference check result to Committed Customer Locations. The questions asked by Company during the reference checks shall only be job related and consistent with business necessity.

**3. Immigration Status.** Company agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) by examining specified documents to verify the identity and work eligibility, using the Form I-9, for all personnel to be assigned to a Committed Customer Location. Company shall also use E-Verify to determine the eligibility to work in the United States of all personnel to be assigned to a Committed Customer Location and only personnel eligible to work in the United States shall be assigned to a Committed Customer Location.

**4. Background Checks.** Company shall conduct background checks as described herein, using a reputable credit reporting agency prior to the placement of personnel at any Committed Customer Location. Company shall, at Company's expense, perform background checks as outlined in the *Compass Group USA, Inc. Sector Guide for Temporary Staffing* or as required by the Committed Customer Location as a minimum for all personnel to be assigned to a Committed Customer Location. In addition to running background checks, Company agrees to affirmatively ask the Committed Customer, prior to conducting background checks, whether the specific Committed Customer Location requires additional or specific screening due to the Committed Customer's contract with the Client and/or applicable federal, state, and local laws. If the Committed Customer Location requires additional background screening, Company shall complete a background check that meets the additional screening requirements at the Committed Customer Locations' expense. If placement of Assigned Employees by Company is for a Committed Customer Location that does not fall within one of the Compass divisions specified in the *Compass Group USA, Inc. Sector Guide for Temporary Staffing* then Company agrees to affirmatively seek out, conduct and finance the specific background check requirements for that Committed Customer Location prior to assignment of personnel.

**A.** Company shall make it an affirmative obligation for Assigned Employees to immediately disclose any criminal charges or convictions (other than minor traffic offenses) to Company.

**B.** Company shall conduct all background checks and rescreens in compliance with all federal, state, and local laws. Payment for all background checks, for which Company is financially responsible, shall be paid by Company using a credit card.

**5. Adjudication of Background Checks.** Company agrees to adjudicate the results of the background checks run on personnel to be assigned to a Committed Customer Location. Company agrees to follow all applicable federal, state, and local laws when determining whether personnel should be placed at a particular Committed Customer Location based on the results of their background check. Company agrees to follow the guidance issued by the Equal Employment Opportunity Commission concerning the use of criminal history information in employment decisions by ensuring that any ineligibility determination is job related and consistent with business necessity. Specifically, Company agrees to conduct an individualized assessment of the conviction records of personnel to be assigned to a Committed Customer Location by considering the specific Committed Customer Location where the employee would be assigned to work in relation to the (1) the type of offense or conduct, (2) the time elapsed since the offense, conduct, and/or completion of the sentence, and (3) the nature of the job to be assigned at the Customer Location. Company shall only consider personnel to be assigned to a Committed Customer Location ineligible to work at the Committed Customer Location if the felony or misdemeanor conviction is related to theft or fraud, violence (including sex offenses), and/or controlled substances, and the conviction is within the last seven (7) years. Company agrees to conduct and adjudicate all background checks in compliance with the Fair Credit Reporting Act (FCRA).

**6. Disqualifying Offenses.** Any personnel to be assigned to a Committed Customer Location shall be automatically disqualified for placement as an Assigned Employee for any of the following reasons:

- a) If a criminal background check is requested by a Committed Customer – refusal of the personnel to complete and sign the Fair Credit Reporting Act Disclosure Statement for Criminal History Record Check and/or Request for Criminal History Record forms.
- b) A positive response to the employment question "Have you been convicted of a felony" and such felony is related to the type of work that employee will be conducting.
- c) If a criminal background check shows – a felony conviction, misdemeanor conviction or any outstanding charge related to theft within the

previous 7 years. This includes, but is not limited to bad checks, burglary, embezzlement, forgery, larceny, robbery, theft, possession of a burglary tool, and possession of stolen property.

- d) If a criminal background check shows – a felony conviction, misdemeanor conviction or any outstanding charge related to violence within the previous 7 years. This includes, but is not limited to armed robbery, arson, assault, homicide and sex offenses.
- e) If a criminal background check shows – a felony conviction, misdemeanor conviction or outstanding charge related to controlled substances within the previous 7 years. This includes, but is not limited to possession, use and distribution of controlled substances.
- f) A positive result of a drug screening check for any controlled substances.

**6.1** Company shall be considered in material default of this Agreement if Company places an Assigned Employee at a Committed Customer Location when Company knows or should know that any of the above bullet points are applicable to the Assigned Employee. Further, if Company places such an Assigned Employee, then, in addition to any other rights of Foodbuy or the Committed Customer pursuant to this Agreement or at law or in equity, Company shall immediately: (i) notify the Committed Customer upon discovery of any offense outlined above; (ii) remove the offending Assigned Employee and assign a suitable replacement; (iii) refund to the Committed Customer all charges paid by the Committed Customer for the offending Assigned Employee through the date the Assigned Employee is removed from the Committed Customer Location plus a penalty of 30% of those charges; and (iv) indemnify Foodbuy and the Committed Customer, including its parent companies, subsidiaries, affiliates, agents, employees, representatives, clients, shareholders, representatives and contractors, from any and all claims, losses, liabilities, costs or expenses, including reasonable attorneys' fees, arising out of or resulting from placement of or any act of such an Assigned Employee.

**7. Drug Screening.** Company shall, at the expense of the Committed Customer Location, conduct drug screening checks on personnel to be assigned to a Committed Customer Location only upon a Committed Customer's request. A Committed Customer can request either a five (5) panel or seven (7) panel drug screen which will be paid for by the Committed Customer Location requesting such screening. Company shall only assign personnel that have successfully passed the drug screen to Committed Customer Locations that have requested drug screens to be performed. Company agrees to conduct all drug screens in compliance with all federal, state, and local laws.

**8. Alcohol Server Training.** All Company personnel selling or serving alcohol in states mandating a specific alcohol server training course for that jurisdiction, or a Committed Customer Location mandating a specific alcohol server training course, must successfully complete such training. Company shall retain

the certificate of completion and upon request of the Committed Customer submit a copy of the certificate of completion for that course. Company personnel selling or serving alcohol in states that do not require a specific alcohol server training course must successfully complete a course that meets industry standards and has been approved by the Committed Customer Location. Only Company personnel who have submitted a certificate of completion of same, at Committed Customer's sole discretion, may serve alcohol. All Company personnel who will be selling or serving alcohol shall be at least twenty-one (21) years of age and in compliance with local, state and federal law. In addition to any other remedies available to Foodbuy or Committed Customers, failure by Company to adhere to this mandatory requirement may result in immediate termination of this Agreement and Services at all Committed Customer Locations.

**9. Operation of Motor Vehicles.** Company shall not allow or authorize any Assigned Employee to operate any Committed Customer motor vehicle, automotive or truck equipment without first signing a Driver's Release Form supplied by the applicable Committed Customer.

**10. Response Time.** The following response times shall be adhered to for all orders placed by a Committed Customer:

- **Same Day Requests** → A representative of Company will notify the Committed Customer Location representative of the status of the request within fifteen (15) minutes of the initial order.
- **Next Day Requests** → The Committed Customer Location representative will be notified within two (2) hours if the request can be met or one hour prior to close of business whichever is sooner.
- **Advance Requests** → Confirmation will be given to the Committed Customer Location representative within twenty four (24) hours of receipt of booking. Names will be supplied eight (8) hours prior to commencement of booking.

**11. Late and Non Appearance Policy.** Assigned Employees and Same-Day Hires must make every effort possible to arrive on time for their assignment. An Assigned Employee or Same-Day Hire will be considered "late" upon failure to arrive for their assignment fifteen (15) minutes after their expected arrival time. Assigned Employees or Same-Day Hires will be considered in "nonappearance" upon failure to arrive for their assignment one (1) hour after their expected arrival time. When an Assigned Employee or Same-Day Hire fails to arrive for their scheduled shift, or cancels prior to their shift, the following response times will apply:

- **Non Appearance** → A representative of Company will notify the Customer Location representative of the status of the replacement for the non-appearing Assigned Employee within fifteen (15) minutes of receiving the report of the Assigned Employee's nonappearance from the Customer Location.
- **Next Day Cancellation** → Company must provide the Committed Customer Location a suitable replacement for an Assigned Employee or Same-Day Hire who

cancels less than eight (8) hours prior to their assignment or give the Committed Customer Location at least two (2) hours notice that a replacement cannot be found.

- Advance Cancellation → Company must provide the Committed Customer Location a suitable replacement for an Assigned Employee or Same-Day Hire who cancels more than eight (8) hours but less than twenty four (24) hours prior to their assignment or give the Committed Customer Location at least four (4) hours notice that a replacement cannot be found.

**12. Cancellation of Temporary Staffing at a Committed Customer Location.** The Parties agree that in the event a Committed Customer should cancel a temporary staffing request, including if cancellation is made after the Company has filed and confirmed the booking, neither Foodbuy nor the Committed Customer shall be subject to payment or any fees for the cancelled booking.

**13. Complaints.** In the event Company supplies unsatisfactory personnel, the Committed Customer Location will be instructed to inform Company in order to resolve the problem as soon as possible. No charges will be incurred for the unsatisfactory Assigned Employee or Same-Day Hire if Company is contacted within 5 (five) hours of commencement of the Assigned Employee or Same-Day Hire's service and the Assigned Employee or Same-Day Hire in question has not achieved required standards, or has been found to display poor behavior. If the complaint is of a serious nature it should be documented in writing and sent to Company's operations manager. However, if a Committed Customer keeps an Assigned Employee or Same-Day Hire on assignment for more than 5 hours, it is agreed that the Assigned Employee or Same-Day Hire's performance will be considered satisfactory and the Committed Customer will pay Company's invoice for all hours worked by such Assigned Employee or Same-Day Hire through the termination of the Assigned Employee or Same-Day Hire's assignment if it is later determined by Customer that such Assigned Employee is unsatisfactory.

**14. Payroll.** Company will be responsible for issuing paychecks, making relevant deductions and overall payroll administration. Assigned Employees and Same-Day Hires will be issued timesheets requiring supervisory signature and will be responsible for submitting timesheets to the Committed Customer Location representative for approval. Where electronic timesheets are used, Assigned Employees and Same-Day Hires will be responsible for either entering their hours on Company's website or keying them in via telephone. These hours will then be e-mailed to the appropriate Committed Customer Location supervisor for verification and approval using a special password. Copies of these electronic timesheets will then be provided to the Committed Customer with the invoices in lieu of written timesheets. Company shall pay Assigned Employees and Same-Day Hires weekly for hours worked for a Committed Customer as submitted on time records approved by a Committed Customer's authorized representative, in accordance with all applicable laws, and shall pay Assigned Employees and Same-Day Hires Overtime Pay consistent with the terms of Attachment "B".

**15. Tax Liability and Indemnification.** Company shall report and pay the employer's share of applicable state taxes, federal taxes, workers' compensation, FICA, and federal unemployment insurance with respect to all compensation received by Assigned Employees or Same-Day Hires and make required and submit required tax withholdings. Company agrees to indemnify and hold harmless Foodbuy and the Committed Customer, including its parent companies, subsidiaries, affiliates, agents, employees, representatives, clients, shareholders, representatives and contractors against any liability for premiums, contributions, disability benefits or tax withholding laws for which Foodbuy or a Committed Customer shall be finally adjudged liable as an employer with respect to any compensation that Company agreed to pay to Assigned Employee or Same-Day Hire for the performance of Services pursuant to this Agreement.

**16. Employment Status Acknowledgement.** As a condition of assignment and before assignment to any Committed Customer Location, Company shall ensure that each Assigned Employee and Same-Day Hire signs a document acknowledging their employment status with Company. Such an employment status acknowledgement shall contain the language specified in Attachment "D". Company shall make all such employment status acknowledgements available to Committed Customers upon request by a Committed Customer.

**17. Quality Control/Audits.** Company must recognize the need for regular quality audits and intend to fully cooperate with any quality initiative introduced by Foodbuy or a Committed Customer. The Parties understand and agree that such audits shall be conducted upon a Committed Customer's request or Foodbuy's request and reviewed as necessary with Company. Upon request, Company will provide additional reports per the request of Foodbuy or the Committed Customer to measure usage by position and service metrics. Company shall allow Foodbuy or a Committed Customer to view and audit criminal background checks, drug test results, or any other investigatory background results for any Assigned Employee. Company shall likewise give Foodbuy and the Committed Customer the right to inspect all Form I-9s for any Assigned Employee or Same-Day Hire.

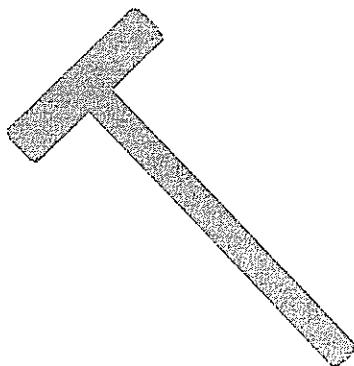
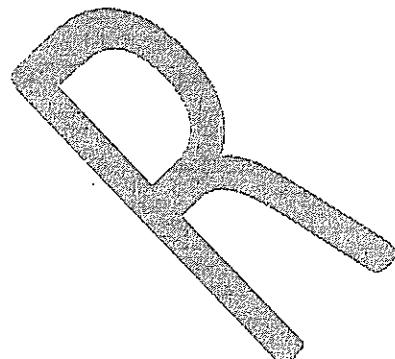
**18. Reporting.** One of the primary goals in administering this Agreement is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the Agreement and to establish proper bonding levels if they are required. A report must be furnished by Company after each month detailing usage of all Assigned Employees and Same-Day Hires under this Agreement. The format to be followed for each Assigned Employee and Same-Day Hire is described herein and must be filed within fifteen (15) days after the end of each monthly reporting period. The report must contain the following information at a minimum:

- Company Branch/Location
- Assigned Employee/Same-Day Hire Name/Position
- Start Date
- Week-Ending Date
- Total Hours Since Starting
- Total Hours in Reporting Period

- Hourly Rate (\$)
- Bill Rate (\$)
- Overtime Hours/Cost
- Total Billing (\$)
- Miscellaneous Expense
- Credit Detail

- Time Approver

In addition, a summary report detailing fulfillment rates, service complaints, and other service and quality metrics is also to be furnished. In addition to any other remedies available to Foodbuy and Committed Customers, failure by Company to adhere to this mandatory requirement may result in immediate termination of this Agreement and Services at all Committed Customer Locations.

A stylized, handwritten signature in black ink, appearing to read "Time Approver".A stylized, handwritten signature in black ink, appearing to read "Hourly Rate (\$)".

**ATTACHMENT "D"**  
**EMPLOYMENT STATUS ACKNOWLEDGEMENT**

**\*\*\*To be signed by each Assigned Employee and Same-Day Hire as a condition of and prior to assignment to a Customer Location. \*\*\***

I understand that I am an employee of Drake Staffing and am on assignment with [division/subsidiary] of **INSERT COMMITTED CUSTOMER NAME**, which is a Foodbuy Committed Customer ("Committed Customer"), but I am not an employee of Foodbuy, or any Committed Customer Location where I may be assigned to work by Drake Staffing a

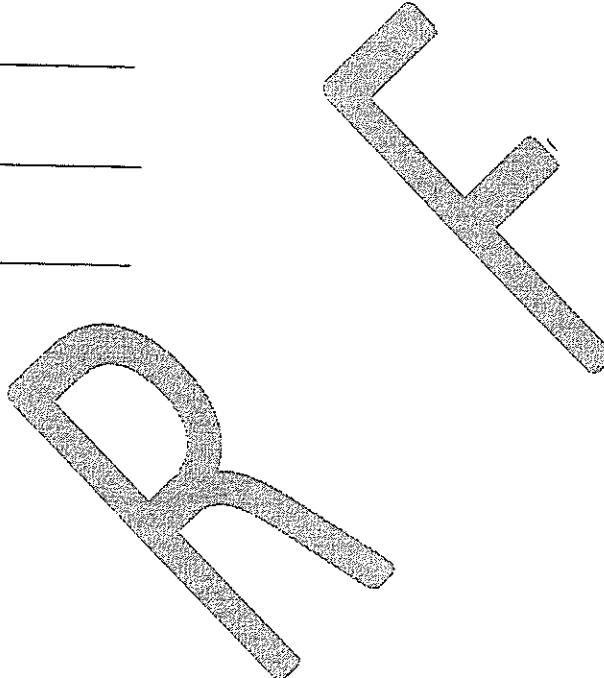
I understand that Drake Staffing or **INSERT COMMITTED CUSTOMER NAME** will determine and communicate my pay rate to me; as well as any information about benefits to which I may be entitled from Drake Staffing I also understand that I am not entitled to participate in any of Foodbuy's or **INSERT COMMITTED CUSTOMER NAME** benefit plans.

I understand that I will receive a paycheck from Drake Staffing not Foodbuy or **INSERT COMMITTED CUSTOMER NAME**, and that Drake Staffing may distribute this paycheck.

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

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



ATTACHMENT "E"

ALLOWANCES

Unless otherwise specified below, payment of all Allowances specified on this Attachment "E" shall be remitted to the following address:

Foodbuy LLC  
3954 Collections Center Drive  
Chicago, IL 60693

**I. PERCENTAGE "OFF-VOICE" – Committed Customer Compass Group USA, Inc. only ("Compass")**

Prior to payment of any invoice from Company, Compass will deduct 10% off of Company's invoice (each an "Off-Invoice Deduction"). Such Off-Invoice Deductions shall be considered Foodbuy's Allowance, and no further Allowance payment is due by Company to Foodbuy for Services invoiced by Company to Committed Customer Compass Group USA, Inc.

**II. PERCENTAGE OF AMOUNT INVOICED BY COMPANY**

In the event Compass does not deduct 10% off of Company's invoice, Company shall pay to Foodbuy a monthly allowance in an amount equal to 10% of the total amount invoiced by Company for Services in that month. Payment of such allowance shall be due and payable to Foodbuy by the 15<sup>th</sup> of the month following the month the Services were provided.

**III. GROWTH INCENTIVE**

Foodbuy shall be eligible for an extra incentive ("Growth Incentive") on gross spend that meet or exceed \$250,000 made pursuant to the terms of this Agreement during each contract year of this Agreement (the "Measurement Period"). The Growth Incentive shall be calculated at the end of the Measurement Period by multiplying total gross sales greater or equal to \$250,000 by 2%. The Growth Incentive shall be paid by Seller to Foodbuy within thirty (30) days from the end of the Measurement Period.

ATTACHMENT "F"

CONDUCT

**1. Compass Group Code of Business Conduct**

- 1.1. Compass has a Code of Business Conduct (the "Compass CBC"). An electronic copy can be downloaded from the following web site: <http://www.compass-group.com/1124.htm>
- 1.2 Company agrees to and shall:
  - 1.2.1 carefully review the Compass CBC;
  - 1.2.2 ensure that the Compass CBC is disclosed to all Company's personnel and subcontractors (if applicable); and
  - 1.2.3 undertake and agree that, in connection with Company performance under this Contract, all Company personnel and subcontractors (if applicable) shall act consistently with the applicable principles of the Compass CBC in all material respects.

**2. Anti-corruption undertakings**

- 2.1. As a matter of corporate policy and as strictly prohibited under the Compass CBC, Compass expressly prohibits payments or offers of bribes and/or facilitation payments (grease payments) in connection with Compass business operations by any Company or agent engaged to provide goods or services to Compass.
- 2.2. Company undertakes and agrees that in connection with this Agreement and the transactions contemplated by this Agreement, Company will comply with all applicable laws, rules, regulations, decrees and/or official governmental orders of the United Kingdom, the United States of America and the country of operations relating to anti-corruption and anti-money laundering.
- 2.3. Company agrees and acknowledges that it and each member of Company, has not made, offered, promised to make, authorized the making of, and will not make, offer, or promise to make, or authorize the making of, any payment or other transfer of any financial or other advantage or anything else of value, including without limitation the provision of any funds, services, gifts or entertainment, directly or indirectly to any:
  - (a) government official;
  - (b) director, officer, employee or agent/representative of an actual or prospective counterparty, Company or customer of Compass;
  - (c) director, officer, employee or agent of Compass or its co-venturers or any of its or their affiliates;
  - (d) political party, official of a political party, or candidate for public office;
  - (e) agent or intermediary for payment to any of the foregoing; or
  - (f) other person or entity;

for the purpose of obtaining, rewarding or influencing the award of this Agreement or for any improper advantage or improper purpose or where it would be improper for the person to accept such an advantage in connection with the performance of this Contract and the transactions contemplated hereunder or in connection with any other business transactions involving Compass, if and to the extent that to do so is or would be in violation of or inconsistent with the principles or requirements of any anti-bribery or anti-money laundering laws applicable to Compass or to Company, or to their respective parent companies, including, but not limited to, the UK Bribery Act 2010, the UK Anti-Terrorism, Crime and Security Act 2001, the U.S. Foreign Corrupt Practices Act and successor legislation, legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or the United Nations Convention Against Corruption, and/or the anti-corruption or anti-money laundering laws of the country of operations.

- 2.4. Notwithstanding the foregoing undertakings, Company agrees to notify Compass promptly upon discovery of any instance where Company has failed to comply with any provisions of this clause prior to or subsequent to the execution of the attached Agreement.

ATTACHMENT "G"

FORM OF ACKNOWLEDGEMENT OF RECEIPT OF AND ACCEPTANCE OF FOODBUY EDI VENDOR GUIDE

*Acknowledgement of Receipt of and Acceptance of Foodbuy EDI Guide*

By signing below, Company acknowledges that it:

- has been apprised that Foodbuy has made Electronic Data Interchange (EDI) an administrative requirement for all suppliers of goods and services to Committed Customer accounts.
- agrees to provide to Foodbuy all EDI pertaining to each Committed Customer unit.
- agrees to ensure that EDI Company submissions related to Foodbuy Committed Customers conform to the requirements set forth in the document entitled "Foodbuy Committed Customer Electronic Data Interchange Vendor Implementation Guide" (Foodbuy EDI Guide).
- has received a copy of the Foodbuy EDI Guide and has had an opportunity to ask questions and obtain clarifying information.
- agrees to provide Foodbuy EDI in a manner and form satisfactory to Foodbuy and its Committed Customers.
- agrees to send any email submissions to Foodbuy electronically at the address supplied by Foodbuy.
- By my signature, I acknowledge that I am an authorized representative of my company, that I have read the foregoing acknowledgement statement and that I have received the Foodbuy EDI Vendor Implementation Guide.

Vendor Name: Drake Staffing LLC

Name of Authorized Representative: Greg Price

Title of Authorized Representative: C.E.O.

Date: 6/1/15

Completed Acknowledgement forms should be sent to:

ATTN: Chris Bertram  
Foodbuy, LLC  
2400 Yorkmont Road  
Charlotte, NC 28217

January 12, 2015



**COMPASS GROUP USA, INC.**  
**SECTOR GUIDE FOR**  
**TEMPORARY STAFFING**

Compass Group USA, Inc.  
2400 Yorkmont Road, Charlotte North Carolina, 28217 | 704.328.4000  
[www.compass-usa.com](http://www.compass-usa.com)

### **COMPASS GROUP USA, INC. SECTOR GUIDE FOR TEMPORARY STAFFING**

This Compass Group USA, Inc. ("Compass") Sector Guide ("Guide") has been provided to your temporary staffing agency ("Company") as a guide for background check requirements for Compass Sectors. This Guide may not include all requirements of all Compass Sector locations and may be updated at any time by Compass Group USA, Inc. Prior to conducting any background checks, Company shall contact the Compass Sector client location where Assigned Employees or Same-Day Hires, as defined in your Temporary Staffing Agreement with Foodbuy, shall be located to determine the specific requirements of that Compass Sector client location. Company shall comply with all requirements as provided by Compass Sector client locations prior to allowing temporary employees to enter any Compass Sector client location.

<b>Business &amp; Industry Locations: Bon Appetit / Eurest Dining / Eurest Services / Flik International</b>	
Social Security Number Verification	
Felony including Misdemeanor (single index search) (7 Year residence history based on given address(es) and those developed from SSNV, up to 10 searches, up to 3 names, 7 yrs deep at courthouse)	
National Criminal Record File	
<b>Schools (K-12 &amp; Higher Ed) Locations: Bon Appetit / Chartwells K-12 / Chartwells Higher Ed / Flik Independent Schools/ SSC</b>	
Social Security Number Verification	
Felony including Misdemeanor (single index search) (7 Year residence history based on given address(es) and those developed from SSNV, up to 10 searches, up to 3 names, 7 yrs deep at courthouse)	
Sex Offender - National	
National Criminal Record File	
<b>DOT Driver Package: Canteen</b>	
Social Security Number Verification	
Employment - Department of Transportation (Years of Employment History (All Employers), for the last 3 yrs, up to 10 searches (maximum 2 present employers)	
Motor Vehicle Check (Driving Record) (Access restricted in some states; requires state approval in certain states) (Current state of residence)	
Felony including Misdemeanor (single index search) (7 Year residence history based on given address(es) and those developed from SSNV, up to 10 searches, up to 3 names, 7 yrs deep at courthouse)	
National Criminal Record File	
<b>Healthcare Locations: Morrison / TouchPoint/ Crothall / Crothall Laundry (non-Dietitian* positions)</b>	
Social Security Number Verification	
Felony including Misdemeanor (single index search) (7 Year residence history based on given address(es) and those developed from SSNV, up to 10 searches, up to 3 names, 7 yrs deep at courthouse)	
Sex Offender - National	
National Criminal Record File	
Fraud and Abuse Control Information System (FACIS) Level 1	

<b>Senior Living Locations: Morrison / TouchPoint Package (all except PA and Dietitians*)</b>
Social Security Number Verification
Statewide In Lieu of County Criminal (Felony Incl. Misdemeanor when Statewide not avail.) (7 Year residence, work and school address history based on given addresses and those dev'd from SSNV, up to 10 searches, up to 3 names, 7 yrs deep at courthouse)
Sex Offender - National
National Criminal Record File
Federal Criminal (7 Year residence, work and school address history based on given addresses and those dev'd from SSNV, up to 10 searches, up to 3 names, 7 yrs deep at courthouse)
Global Sanction
Fraud and Abuse Control Information System (FACIS) Level 1
<b>Senior Living Locations (Pennsylvania ONLY) - Morrison / TouchPoint Senior Living Pennsylvania accounts</b>
Social Security Number Verification
Statewide Repository (run PA PATCH only), 1 name 7 yrs deep at courthouse)
Sex Offender - National
National Criminal Record File
Fraud and Abuse Control Information System (FACIS) Level 3
<b>Restaurant Associates Standard Criminal Package</b>
Social Security Number Verification
Felony including Misdemeanor (single index search) (7 Year residence history based on given address(es) and those developed from SSNV, up to 10 searches, up to 3 names, 7 yrs deep at courthouse)
National Criminal Record File
Federal Criminal (7 Year residence, work and school address history based on given addresses and those dev'd from SSNV, up to 10 searches, up to 3 names, 7 yrs deep at courthouse)
<b>Levy &amp; Wolfgang Puck</b>
Social Security Number Verification
Felony including Misdemeanor (single index search) (7 Year residence history based on given address(es) and those developed from SSNV, up to 10 searches, up to 3 names, 7 yrs deep at courthouse)
Sex Offender - National
National Criminal Record File
Federal Criminal (7 Year residence, work and school address history based on given addresses and those dev'd from SSNV, up to 10 searches, up to 3 names, 7 yrs deep at courthouse) *

\* To the extent that a Dietician is to be assigned, consult with the specific Committed Customer Location prior to assignment to find out the specific background check requirements for the Dietician position.

## CONSENT TO ASSIGNMENT OF CONTRACT

May 20, 2016

### VIA OVERNIGHT MAIL AND EMAIL

Foodbuy, LLC  
2400 Yorkmont Rd.  
Charlotte, NC 28217  
Attn: VP Category Development  
Email: [tmartinat@foodbuy.com](mailto:tmartinat@foodbuy.com)

Dear Sir or Madam:

Reference is hereby made to that certain Supplier Non-exclusive Master Service Agreement effective as of 3/1/15, together with any amendments thereto (the “**Agreement**”), by and between Foodbuy, LLC (“**You**”) and Drake Staffing, LLC, a Georgia limited liability company (the “**Company**”).

Please be advised that the Company will sell substantially all of its assets (the “**Proposed Transaction**”) to Drake Acquisition Corp., a subsidiary of The Service Companies, Inc., a Florida corporation (the “**Purchaser**”). The Proposed Transaction is contemplated to close on or before May 23, 2016. Upon the closing of the Proposed Transaction, Purchaser will assume all of the rights and obligations of the Company under the terms of the Agreement. Under Section 18 of the Agreement, the Company must obtain your prior written consent to assign the Agreement to the Purchaser.

Please note that following the closing of the Proposed Transaction, the business of the Company will continue to be operated by Purchaser in the same manner as by the Company, and Greg Price will become President of the Purchaser and will continue to manage and operate the business following the closing of the Proposed Transaction.

By signing this letter, you consent to the assignment of the Agreement to the Purchaser from and following the closing of the Proposed Transaction, effective upon the consummation of the Proposed Transaction. Except as expressly set forth herein, all of the other terms, provisions, and conditions of the Agreement shall remain and continue in full force and effect.

Thank you in advance for your attention to this matter. If you have any questions regarding this matter, please do not hesitate to contact Greg Price at \_\_\_\_\_.

*[Signature page follows]*

*Martel*  
5/20/16

Sincerely,

**DRAKE STAFFING, LLC**

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

Name: Greg Price

Title: CEO



AGREED TO AND ACCEPTED:

**FOODBUY, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



February 19, 2016

**Via Email and Mail**

2033 Monroe Dr.  
NE Suite B  
Atlanta, GA 30324

Dear Robert Jones,

As a temporary staffing vendor, we value your continued support in delivering superior service while always maintaining the safety and health of our customers and people. In accordance with this commitment, Foodbuy, LLC (“Foodbuy”) and Drake Staffing entered into a Temporary Staffing Agreement on 3/1/2015 (the “Agreement”), under which Drake Staffing contractually agreed to complete background checks, as required by Committed Customer Compass Group (“Compass Group”) locations. At this time, Foodbuy is requesting that Drake Staffing complete a review of its internal practices and documentation regarding background checks for all temporary employees assigned to Compass Group locations to ensure compliance with the terms of the Agreement.

As a reminder, Drake Staffing is required to perform background checks as outlined in the current *Compass Group USA, Inc. Sector Guide for Temporary Staffing*, attached hereto, as a minimum for all personnel assigned to a Compass Group location. Further, Drake Staffing must also affirmatively ask for and complete any additional requirements as required by the Compass Group locations. These requirements apply to all employees assigned by Drake Staffing at any time to a Compass Group location. For clarity, any employee that was assigned by Drake Staffing prior to the Effective Date of the Agreement to a Compass Group location, must also meet all terms of the Agreement if that individual was working at a Compass Group location on or after the Effective Date of the Agreement.

In closing, Foodbuy would like to express its gratitude to Drake Staffing for the temporary staffing services which you provide. If Drake Staffing should have any questions regarding the *Compass Group USA, Inc. Sector Guide for Temporary Staffing*, please contact our Category Manager, Tres Martinat directly. He can be reached at [TMartinat@foodbuy.com](mailto:TMartinat@foodbuy.com) or (704) 328-5231.

Sincerely,



George Hechtel  
Vice President  
Category Development  
Foodbuy, LLC



**COMPASS GROUP USA, INC.**  
**SECTOR GUIDE FOR**  
**TEMPORARY STAFFING**

Compass Group USA, Inc.  
2400 Yorkmont Road, Charlotte North Carolina, 28217 | 704.328.4000  
[www.compass-usa.com](http://www.compass-usa.com)

*gprice@drakestaffing.net*

**From:** Langan, Melissa [Melissa.Langan@compass-usa.com]  
**Sent:** Thursday, September 10, 2015 4:47 PM  
**To:** gprice@drakestaffing.net; 'RAAAccounts Receivable'  
**Subject:** RE: Coca Cola (118450)/Drake staffing past due invoices #0013124-IN, 0013181-IN, 26300057, 26300118, 26300160

You can contact 888-295-7206 Op 4 to get to the AP department... anyone there can help you get the same information.

Thanks,

melissa l.

**melissa** langan | operations controller

---

**FLIK** hospitality group  
The Coca-Cola Company  
one coca cola plaza atlanta ga 30313  
office 404.515.5681 | cell 404.710.1435 | fax 404.515.2321  
[melissa.langan@compass-usa.com](mailto:melissa.langan@compass-usa.com) | [melangan@coca-cola.com](mailto:melangan@coca-cola.com) | [www.flik-usa.com](http://www.flik-usa.com)

---

**From:** gprice@drakestaffing.net [mailto:[gprice@drakestaffing.net](mailto:gprice@drakestaffing.net)]

**Sent:** Thursday, September 10, 2015 4:41 PM

**To:** 'RAAAccounts Receivable'; Langan, Melissa

**Subject:** RE: Coca Cola (118450)/Drake staffing past due invoices #0013124-IN, 0013181-IN, 26300057, 26300118, 26300160

Melissa, do you have a A/P contact for Compass? We can start contacting them directly and not bug you for every question.

Greg Price

*Drake Staffing*

*Chief Executive Officer*

*2033 Monroe Dr. NE Suite B*

*Atlanta, Ga 30324*

*404.806.7722 ph*

*404.806.7601 fax*

*678.858.5286 cell*

*[gprice@drakestaffing.net](mailto:gprice@drakestaffing.net)*

**NOBODY WORKS HARDER**

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the requester. Do not send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Print or type <b>See Specific Instructions on page 2.</b>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Drake Staffing LLC</b>						
	2 Business name/disregarded entity name, if different from above						
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:							
<input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► <b>S</b> <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ►							
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>							
5 Address (number, street, and apt. or suite no.) <b>2033 Monroe Dr. Suite B</b>				Requester's name and address (optional) <i>GWCC/LEVY 285 Andrew Young Int'l. Blvd NW Atlanta, GA 30313</i>			
6 City, state, and ZIP code <b>Atlanta Ga 30324</b>							
7 List account number(s) here (optional)							

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
8	7	-	0	8	0	2	1	8	6

## Part II      Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** **Signature of U.S. person ►** **Date ►**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

backup withholding. See What is backup withholding?

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

7 on  
E  
12-2014)  
9/24/15