



## Acrobat Outsourcing Services Agreement

This agreement is entered into by and between **SE Scher Corporation, dba Acrobat Outsourcing, a California corporation, with its principal office located at 665 3<sup>rd</sup> Street, Suite 415, San Francisco, CA 94107 ("Acrobat")**, and **Stripe, a Delaware Corporation located at 185 Berry Street, San Francisco, CA 94107 ("CLIENT")**, dated April 9, 2018.

Acrobat and CLIENT desire to enter into an independent contractual relationship wherein Acrobat will assign its employees ("Employees") to provide kitchen- and hospitality-related work, services and/or materials (collectively "Services") to CLIENT as requested from time to time.

**Term:** This Agreement shall become effective on the date when it has been signed by both Acrobat and Client. The term of the Agreement shall be a period of one (1) year from the Effective Date

**Bill Rates:** Our bill rates include the Employee's hourly wage, and all deductions required by State and Federal legislation -- including employer's contribution for FICA taxes, providing Unemployment and Worker's Compensation, liability insurance and fidelity bonding, health care and commuter ordinances as well as other deductions and benefits paid to Employees. Additionally, all administrative charges are covered including but not limited to: preparation of W-2 forms at the end of the year; E-Verifying all employees; conducting standard criminal seven (7) year, seven (7) county background checks, including social security trace and registered sex offender. If additional screenings are required they will need to be requested and the additional costs will be billed to the CLIENT.

Position	Bill Rate
<b>All Positions Sourced by Acrobat</b>	
1-10 Employees	Hourly Pay Rate <u>plus</u> 63% Mark-Up
11-20 Employees	Hourly Pay Rate <u>plus</u> 62% Mark-Up
21-30 Employees	Hourly Pay Rate <u>plus</u> 61% Mark-Up
31+ Employees	Hourly Pay Rate <u>plus</u> 60% Mark-Up
<b>All Positions Sourced by CLIENT</b>	Hourly Pay Rate <u>plus</u> 50% Mark-Up
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Holiday* Pay	Hourly Pay Rate <u>plus</u> 35% Mark-Up
PTO /Sick Pay	Hourly Pay Rate <u>plus</u> 35% Mark-Up
On-Site Manager (0-30 employees onsite)	Hourly Pay Rate <u>plus</u> 35% Mark-Up

On-Site Manager (31-39 employees onsite)	Hourly Pay Rate <u>plus</u> 0% Mark-Up
On-Site Manager (40+ employees onsite)	Acrobat absorbs cost
*Acrobat and CLIENT observes the following paid Holidays: New Year's Day, Martin Luther King Jr. Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving (Thurs. and Fri.), and Christmas Day	

Mark-up shall be calculated based on Employee's Hourly Pay Rate, and shall be calculated based on any increases to the initial Hourly Pay Rate including increases attributable to a change in prevailing minimum wage law or CLIENT authorized change in Employee's Hourly Pay Rate.

On-Site Manager Job Description: see Appendix A

Acrobat may, on occasion, increase the rates set forth in proportion to any legislatively-mandated new or increased cost which may be required by federal, state, or local law commencing upon the effective date of such new or increased cost, such as FICA State Unemployment Tax. Changes may also include any new or increased cost associated with the passage of a federal or state law mandating any benefits for employees. Acrobat at all times agrees to pay Employees no less than the prevailing minimum wage. Acrobat will notify client promptly upon the decision to increase any rates.

**Affordable Care Act (ACA)/Health Care Security Ordinance (HCSO):** Acrobat offers medical benefits to all qualified Employees (including temporary employees) in compliance with The Affordable Care Act and the Health Care Security Ordinance for San Francisco.

**Five-hour Minimum:** We require a five-hour minimum workday. If an employee is scheduled to work a minimum of five hours in one day and the employee is sent home in less than five hours due to a lack of work, the employee will be paid for five hours and THE CLIENT will be billed for five hours. **Show-up:** In the event you cancel the employee's assignment and the employee is already on his/her way to work and cancellation is communicated less than (2) hours' notice from shift start, or at the location, the five hour minimum will be applied, and THE CLIENT will be billed for five hours.

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

**Guarantee:** Acrobat Outsourcing guarantees that the assigned employees that they recruit and assign to CLIENT will have the qualifications CLIENT requests. If CLIENT finds any assigned employee's qualifications or general work-related behavior lacking and lets Acrobat know within one (1) hour, Acrobat will not charge for the first two (2) hours of the assignment and will make reasonable efforts to replace the assigned employee immediately. The five-hour minimum will not apply to any assigned employee that is reported within the one (1) hour notification period to be unqualified or lacking general work-related behavior.

**Employee Timesheets:** Acrobat pays its employees weekly. In order to accommodate this and ensure accurate invoicing, we utilize an electronic time-tracking system, access to which will be provided to you by your local staffing manager. These electronic time slips will have the names of the staff reporting to your event or business as well as a place to indicate time in, time out and break time. The time slip requires the initials of the Employee as well as a CLIENT representative to ensure the validity of the recorded time by all parties. After each shift, please submit the following business day. If applicable and with permission of the CLIENT, Acrobat will install a timeclock for the staff to clock in and out. It is the employee's responsibility to clock in and out. An Onsite Manager (provided by Acrobat or CLIENT) will be responsible for collecting all data from the timeclock weekly and submitting to Acrobat's Accounting Department.

**Employee Breaks:** Per California labor laws an employee:

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

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

1. If CLIENT maintains the employee as an Acrobat employee for at least 180 days with a minimum of 1,040 hours worked then CLIENT can hire the Acrobat employee with a Conversion fee of \$0. CLIENT must notify Acrobat Outsourcing if they decide to hire an employee.
2. CLIENT may hire any Acrobat employee working less than 180 Days and 1,040 hours after paying a Temporary-to-Hire Conversion fee to Acrobat for each employee. The Temporary-to-Hire Conversion fee is \$5,000.

**EOE:** Acrobat confirms that it is an equal opportunity employer and employs Employees, regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status or other protected class status pursuant to applicable law. Client agrees and warrants that it will not reject Employees, or otherwise deem Employees unacceptable, or take any other action for any reason prohibited by federal, state or local laws including, but not limited to, laws pertaining to employment discrimination or employee safety.

**Equipment and Training:** Acrobat agrees that it will provide all necessary training or instructions to Employees with respect to the Services. Acrobat is responsible for providing any equipment, materials, employees, sub-contractors or supplies that it determines are needed. Any equipment provided by Client is provided to Acrobat Outsourcing. Acrobat Outsourcing retains the exclusive right to control and direct all details of the work that Employees perform.

**PTO/Holidays/Sick Leave:**

Acrobat will establish and maintain records for ten (10) days of Vacation, accrued at a rate of one (1) hour per thirty (30) hours worked. If an Employee wants to use a vacation day, they are required to submit a request for approval and, if granted, the Employee will be paid for their vacation day and the CLIENT will be charged the PTO/Holiday pay rate. In the event an Employee leaves the position, earned PTO will be paid out to the Employee and billed to the CLIENT at the PTO/Holiday pay rate. PTO accrues from first day worked but may not be used until after 90 days of employment. Employees will also accrue sick time according to the SF Paid Sick Leave Ordinance. In addition to PTO and sick time, Employees receive 9 paid holidays a year, the dates of which will be provided by CLIENT ahead of time. Acrobat will bill the CLIENT for paid holidays at the PTO/Holiday pay rate.

**Medical/Dental/Vision Coverage:**

Acrobat will offer a guided medical coverage option through Acrobat's dedicated Insurance Broker. This plan is available to any Employee after sixty (60) days of service and can be selected for the Individual, Individual and Spouse, Individual and Dependent, or Family. CLIENT will contribute up to \$350 of the monthly cost of this plan and the remainder will be deducted from the Employee's pay check. The amount CLIENT contributes will be billed in advance each month as detailed in an invoice. If an Employee elects to opt out of the insurance offering, the Employee will be entitled to a \$100 insurance waiver payment. Waiver payments and insurance contributions will be invoiced monthly to Client. If an Employee leaves employment during a month, the benefit cost cannot be refunded. CLIENT reserves the right to determine the amount they wish to contribute each month per Employee.

**Confidentiality:** Acrobat agrees to keep this Agreement and all non-public information regarding Client confidential and not to disclose it to third parties. Acrobat further agrees to ensure that all Employees execute an appropriate confidentiality and non-disclosure agreement similarly agreeing not to disclose any non-public Client information.

**Payment Terms:** Qualified CLIENTS who provide good credit references to Acrobat Outsourcing will be granted terms. ALL invoices are **Due 30 Days Upon Receipt**.

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

**Term of Agreement:** This Agreement has a term of one year ("Initial Term"). At the end of the Initial Term the Agreement shall automatically renew for additional one-year terms (each a "Renewal Term") unless one party provides the other written notice at least 30 days before expiration of the then-effective Initial Term or Renewal Term. The Agreement may be terminated by either party upon 30 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 24 hours written notice.

**Independent Contractors:** Acrobat shall provide services to Client as an independent contractor to accomplish the objectives and delivery the Services. This Agreement does not create any agency, partnership, joint venture or similar relationship between the parties.

**No Publicity.** Acrobat will not use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of Client or any of its Affiliates in any manner (including use in any recruiting materials, client list, press release, advertisement or other promotional material), without the express prior written consent of Client. Acrobat will not advertise or otherwise publicly announce that Acrobat provides services to Client before Client makes such matters public by issuing a press release, or in any event, disclose in this context any of Client's Confidential Information.

**Assignment.** Acrobat will not assign any part or all of this Agreement, or subcontract or delegate any of Acrobat's rights under this Agreement, without Client's prior written consent. Client may grant or withhold such consent in its sole discretion. Any attempt to assign, subcontract or delegate in violation of this section is void in each instance. Client may assign this Agreement (or any of its rights and obligations under this Agreement) (i) to any of its affiliates; or (ii) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction.

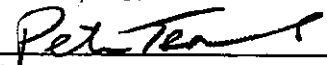
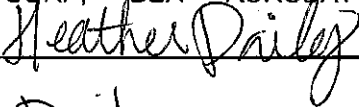
**Binding Arbitration:** Any and all disputes arising out of, or relating to the Services provide under this Agreement shall be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or any successor thereto then prevailing. Such arbitration shall be final and binding upon the parties, and shall be the sole and exclusive remedy of the parties with respect to any dispute arising out of, relating to, or resulting from the interpretation of this Agreement, or any breach thereof. The costs of such arbitration shall be borne equally by the parties. This Paragraph shall survive the termination of this Agreement.

**Indemnification:** Each party shall indemnify and hold the other harmless from any and all losses, damages, claims, suits, judgments or expenses of any nature asserted by a third-party ("Claims") and arising directly or indirectly from or out of or relating to its sole negligence, gross negligence or willful misconduct. Acrobat shall indemnify and hold Client harmless from any and all Claims arising directly or indirectly from or out of or relating to (i) any act, error, or omission in the performance of Services; (ii) a breach of any representation, warranty, or obligations in this Agreement; (iii) any occupational injury or illness sustained by an Employee, subcontractor and/or agent allegedly occurring in the course of providing Services; and (iv) any claims by an Employee, or others that they are employees of Client.

**Miscellaneous:** No provision of this Agreement may be amended or waived unless agreed to in writing signed by the parties. If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such invalid provision shall not affect any other provision or part of this Agreement, and such other provisions

and parts shall not be held invalid but shall, to the extent consistent with applicable law, continue and remain in full force and effect. All notices or correspondence pertaining to this Agreement shall be delivered by electronic mail or overnight mail. This Agreement shall be governed by the laws of the State of California, without giving effect to any principles of conflicts of law.

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

STRIPE, INC. 	SE SCHER CORP, DBA ACROBAT OUTSOURCING 
Signature PETER TRAVERS	Signature Heather Dailey
Printed Name HEAD OF WORKPLACE	Printed Name Business Development Mgr
Title 4/10/12	Title 4/12/12
Date	Date Agreement Provided By: Heather Dailey

## Appendix A

<b>Job Title:</b>	<b>On-Site Supervisor Manager</b>	<b>Reports To:</b>	Regional Director
<b>Department/Group:</b>	Operations	<b>FLSA Status</b>	
<b>Salary Structure:</b>		<b>Incumbent:</b>	
<b>Required Travel:</b>	15%	<b>Location:</b>	Stripe

### Job Description

#### ROLE AND RESPONSIBILITIES

**Position Summary:** The On-Site Account Manager is responsible for overseeing the day-to-day operations of the Acrobat labor force at the Stripe, maintaining FOH & BOH Management relationships, assisting with staffing and recruitment efforts, maintaining employee relations and monitoring administrative duties associated with these responsibilities. Candidates need to have excellent organizational skills, management experience, and customer service skills. Ability to make sound business decisions as a manager as well as other duties listed here:

- Oversees payroll and ensures accurate & timely completion of employee timecards.
- Works on property at Stripe and Assists with Check-Ins for Interviews, Stages and vetting candidates.
- Interacts with employees over the phone and in-person.
- Assists with sourcing and referrals to recruit employees and meet weekly goals in conjunction with Operations Manager and Talent Acquisition Specialist for targeted positions.
- Acts as a liaison between internal company departments including Human Resources and Accounting.
- Services Stripe's needs and inquiries when appropriate.
- Prepares and generates a variety of reports for management, staff, corporate and others.
- Communicate and coordinate the various aspects of Stripe's operations required to ensure compliance with policies and procedures.
- Promote employee retention.
- Supervise, train, and motivate internal staff to effectively perform their job duties.
- Communicate and coordinate the various aspects of operations required to ensure compliance with safety, Worker's Compensation, Unemployment, Human Resources, I9 compliance.
- Must have a passion for superior customer service and an understanding of human resources and/or staffing industry practices.
- Stationed at Stripe, but will also frequent the Acrobat offices.

#### Knowledge, Skills & Abilities

- Bachelor's degree preferred
- Minimum of three years related business experience with strong emphasis on customer service and management
- Outstanding communication skills and ability to connect with people
- Ability to prioritize and multi-task
- Proficient knowledge of Microsoft Office
- Food & Beverage - Hospitality industry a plus, but not required
- Must be willing and able to work weekends and hours outside of normal business hours as business needs fluctuate.