



Acrobat Outsourcing Services Agreement

This agreement between **Acrobat Outsourcing**, with its principal office located at 665 3rd Street, Suite 415, San Francisco, CA 94107 ("STAFFING FIRM"), and **Salesforce** located at 350 Mission Street, San Francisco, CA 94105 ("CLIENT"), is made effective as of July 20th, 2017 and will continue for a period of 1 year until July 20th, 2018. This contract will automatically renew after 1 year, if no notice given.

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.

Bill Rates: Our bill rates include the employee's hourly wage, and all deductions required by State and Federal legislation -- including employer's contribution for FICA taxes, providing Unemployment and Worker's Compensation, liability insurance and fidelity bonding, San Francisco sick leave, health care and commuter ordinances as well as other deductions and benefits paid to our employees. Additionally, all administrative charges are covered, including preparation of W-2 forms at the end of the year; 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
All Positions Sourced by CLIENT	Hourly Pay Rate <u>plus</u> 32% Mark-Up
All Full-Time Positions Sourced by Acrobat	Hourly Pay Rate <u>plus</u> 68% Mark-Up
*OR	*OR
Bill Rates 1-10 Employees:	
Server	\$28.95 per hour
Bartender	\$28.95 per hour
Busser	\$26.95 per hour
Dish/Utility	\$25.95 per hour
Dish/Prep	\$26.95 per hour
Prep Cook	\$27.95 per hour
Grill/Line Cook	\$29.95 per hour
Captain	\$36.00 per hour
Bill Rates 11-20 Employees per event:	All rates listed above less \$1.00
Bill Rates 21+ Employees per event:	All rates listed above less \$2.00
Acrobat Outsourcing observes the following Holidays: New Year's Day Labor Day Easter Sunday Thanksgiving Day	

Memorial Day

Christmas Day

Independence Day

On these dates your normal bill rate will increase 1.5X.

**Note: CLIENT can choose if they would like to pay Acrobat sourced employees as a MU% or bill rate*

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.

Acrobat may, on occasion, increase the rates set forth in proportion to any legislatively-mandated new or increased cost which may be required by federal, state, or local law commencing upon the effective date of such new or increased cost, such as FICA State Unemployment Tax. Changes may also include any new or increased cost associated with the passage of a federal or state law mandating any benefits for employees.

Affordable Care Act (ACA)/Health Care Security Ordinance (HCSO): Acrobat Outsourcing 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. You will be assessed a minimal % ACA surcharge on every invoice. This rate can vary and is currently 3% of the invoice amount.

Insurance:

Requested Policies. Acrobat shall at their own cost and expense maintain the following insurance during the term of this Agreement. Acrobat shall ensure that such insurance policies cover the acts and omissions of all Acrobat Personnel and and Payrolled Contractors. Acrobat is also responsible for requiring appropriate limits of the same insurance for any agents, independent contractors and subcontractors, including Acrobat Sub Associates.

(1) Workers' Compensation (or locally applicable social scheme) as required by law where work is performed. Employer's Liability insurance of not less than US\$1,000,000 per employee and per accident. Coverage to include waiver of subrogation in favor of CLIENT for any services performed on an CLIENT location.

(2) Commercial General (or Public) Liability insurance (including Personal Injury, Contractual Liability and Broad Form Property Damage Liability coverage for Bodily injury (including death) or damages to any property) of not less than US\$5,000,000 per occurrence. "Salesforce.com, Inc., its subsidiaries, officers, directors and employees" shall be noted on the policy as an additional insured.

(3) Automobile Liability. Minimum acceptable limits for combined single limit bodily injury and property damage shall be \$1,000,000.00. Coverage shall apply to any auto, whether owned or hired or non-owned, and specifically to any liabilities which may arise from or pertain to the performance of this Agreement by Acrobat.

(4) Employee Dishonesty/Crime insurance covering the fraudulent or dishonest acts of Acrobat's employees and agents, acting alone or in collusion with others, and including third party property coverage and computer crime coverage, with limits of not less than \$1,000,000 per occurrence if Acrobat has unescorted access to CLIENT's facilities and/or access to CLIENT's assets and internal systems

Additional Requirements. The above insurance limits may be achieved by a combination of primary and follow form excess policies All insurance coverages required hereunder shall be procured from insurers satisfactory to Client with a current A.M Best rating of not less than A- VII (or local equivalent). Where permitted by law, such policies shall contain a waiver of subrogation against Client. All coverages under subsections (a)(2) and (a)(3) above shall contain provisions stating they are primary and non-contributory with any insurance Client maintains. Any deductible or self insured retention in the case of an insured event shall be solely borne by the Acrobat. The insurance coverage described in this section shall not limit the extent of Acrobat's responsibilities and liabilities specified within this agreement or by law.

Certificates of Insurance. If requested by Client, letters or certificates of insurance evidencing the required coverage shall be furnished to Client and shall evidence that the Acrobat will provide Client notice of

cancellation or reduction in such coverage in accordance with policy conditions. CLIENT's failure to request certificates of insurance shall not relieve Acrobat from the responsibility to maintain the specified insurance coverage.

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

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

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

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

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

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

1. If THE CLIENT maintains the employee as an Acrobat employee for at least 180 days with a minimum of 1,040 hours worked then THE CLIENT can hire the Acrobat employee with a Conversion fee of \$0. THE CLIENT must notify Acrobat Outsourcing if they decide to hire an employee.
2. THE 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.
3. If the employee is a candidate for immediate hire, Acrobat will assess a Direct Hire fee.

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.

Compliance with Laws: Acrobat warrants, represents, and covenants that it will comply with all applicable employment laws regulating the performance of the services under this Agreement, including, without limitation, the following laws governing its employment of personnel who provide services to CLIENT: (a) any laws prohibiting discrimination, harassment and/or retaliation in employment; (ii) all laws governing or related to the payment of wages including the amount, time place, and manner of wage payments during employment or at termination, and all other wage and hour laws, including but not limited to those governing the provision of accurate itemized wage statements, expense reimbursement, paid time off, and other obligations; (iv) all laws related to background check; (v) all laws related to unemployment, disability, and workers' compensation insurance; and (vi) any other laws regulating employment.

Confidentiality: As used in this Agreement, "**Confidential Information**" means all information disclosed by Acrobat or CLIENT (the "**Discloser**") to the other (the "**Recipient**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall include, but not be limited to, the terms of this Agreement and information exchanged between CLIENT and Acrobat pursuant to the relationship created by this Agreement. During the term of this Agreement and for five years thereafter, the Recipient shall not disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement, except with the Discloser's prior written permission. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

Indemnity: Acrobat will indemnify, defend (at CLIENT's option with counsel acceptable to CLIENT), and hold harmless CLIENT and its affiliates, employees, officers and directors (the "**CLIENT Indemnitees**") from and against all third party claims, demands, suits, causes of action, awards, judgments and liabilities, including reasonable attorneys' fees and costs, (collectively "**Claims**") arising out of or alleged to have arisen out of:

- (1) failure to compensate or otherwise perform any employer's obligation imposed by law or contract with respect to any Acrobat personnel;
- (2) Acrobat's negligence, recklessness, willful, or intentional misconduct in the course of activities carried out in connection with this Agreement; or
- (3) death or injury to persons (including, but not limited to Claims related to discrimination, slander or libel, or sexual harassment); or damage to, or loss or destruction of, any real or tangible personal property, in each case to the extent proximately caused by the acts or omissions of Acrobat personnel.

Limitation of Liability.

Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. FOR CLARITY, ANY DAMAGES AWARDED AGAINST CLIENT BASED ON A CLAIM SUBJECT TO INDEMNIFICATION SHALL BE CONSIDERED DIRECT DAMAGES, NOTWITHSTANDING A DIFFERENT CLASSIFICATION (E.G., CONSEQUENTIAL, INDIRECT, ETC.) IN THE AWARD, AND SHALL THEREFORE BE EXCLUDED FROM THE LIMITATIONS IN THIS SECTION.

Payment Terms: Qualified CLIENTS who provide good credit references to Acrobat Outsourcing will be

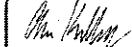
granted terms. ALL invoices are **Due 30 days after receipt.**

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

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

CLIENT

DocuSigned by:



80709987FA9C46D...
Signature

christopher kelley

Printed Name

Sr. Manager Procurement

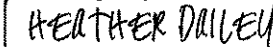
Title

August 29, 2017 | 15:47 PDT

Date

STAFFING FIRM: ACROBAT OUTSOURCING

DocuSigned by:



8116415675F9322490...
Signature

HEATHER DAILEY

Printed Name

Business Development Manager

Title

8/28/2017

Date

Agreement Provided By: Heather Dailey



Heather Dailey <heather@acrobatoutsourcing.com>

Salesforce Supplier Welcome Letter

1 message

Salesforce Vendor Management Team <vendorrecords@salesforce.com>

Thu, Aug 17, 2017 at 9:58 AM

Reply-To: Alejandro Mejias <amejias@salesforce.com>

To: HEATHER DAILEY <heather@acrobatoutsourcing.com>

Cc: Kristen Dussel <kdussel@salesforce.com>

Salesforce Supplier Welcome Letter

Dear Sir or Madam,

Your company **SE SCHER CORPORATION** has recently been added as a new Supplier in our database. Please take a moment to review the information below to facilitate an efficient Procure to Pay process.

Key Policies and Procedures

- **Invoice submission:** There should be only one invoice attachment per email or fax (multiple invoices combined into one email or fax may result in processing delays)
- **Invoicing:** Invoices must reference a valid purchase order (PO) number. If an invoice does not reference a valid PO number, it will be returned with instructions to resubmit referencing a valid PO number. Please contact your salesforce.com business contact if you do not have a valid PO number. Payments for rent, utilities and taxes will be processed without a PO number.
- **Purchasing:** POs will reference our Standard Terms and Conditions of Purchase, which are available on our legal website: www.salesforce.com/company/legal/supplier.jsp. We call these our "Standard Purchase Terms".

Please take a moment to review the Standard Purchase Terms. The Standard Purchase Terms also incorporate other documents on the legal website:

- Affiliate Guidelines: http://www2.sfdcstatic.com/assets/pdf/misc/Affiliate_Purchasing_Guidelines.pdf.
- Supplier Code of Conduct: http://www2.sfdcstatic.com/assets/pdf/misc/salesforce_Supplier_Code_of_Conduct.pdf
- Supplier Expense Guidelines: http://www2.sfdcstatic.com/assets/pdf/misc/salesforce_Non-Employee_TE_Guidelines.pdf

The Standard Purchase Terms will apply unless you have a separate written agreement that has been executed by an authorized salesforce.com signatory. Standard payment terms are Net 45 unless otherwise stated in your purchasing agreement.

Please utilize the communication channels below for submitting invoices and communicating with Accounts Payable and Procurement.

	US	Europe, Middle East, Africa (EMEA)	Asia Pacific (APAC)
Invoice Submission	Invoicing Fax: +1 855-886-6590 Email: invoices_NAM@salesforce.com	Mail: Reference your PO for mailing instructions or the "Affiliate Purchasing Guidelines". Email: emeainvoices@salesforce.com Please note any scanned invoices or mention of "copy" or "duplicate" is not VAT compliant and cannot be processed for payment	Email: invoices_APAC@salesforce.com
Invoice and Payment Questions	Statement Email: accountspayable@salesforce.com Phone: +1 855-886-6590	Email: accountspayable-EMEA@salesforce.com Phone: 00-800-7008-0060	Email: accountspayable-APAC@salesforce.com Phone: 00-800-7008-0050
Purchasing	Email:	Email: procurement-	Email: procurement-

Questions**procurement@salesforce.com**
Phone: +1 855-886-6590**EMEA@salesforce.com**
Phone: 00-800-7008-0060**APAC@salesforce.com**
Phone: 00-800-7008-0050

Please utilize the communication channels below for submitting invoices and communicating with Accounts Payable and Procurement.

Best regards,
Salesforce.com

This e-mail and any files transmitted with it are confidential and intended solely for the use of the individual or organization to whom they are addressed. Should you not be the intended addressee of this e-mail or his or her representative, please note that review, retransmission, dissemination or other use of or taking action in reliance upon this information is not permissible. Should you have received this e-mail in error, please notify the sender delete the email and the material from any computer.

CONTACTS

Primary Contact (we will email timesheets to this contact before each job)

Printed Name: Rodney Schick Position: Dir. FOH

Phone: _____ Cell: 415-215-5773 Fax: _____

Address: _____ City: _____ Zip: _____

Email: rschick@salesforce.com

Invoice Contact

We email invoices to save paper, but if you prefer another method please indicate:

☐ Email is perfect ☐ Prefer fax ☐ Prefer postal mail

☐ same as above info

Printed Name: _____ Position: _____

Phone: _____ Cell: _____ Fax: _____

Address: _____ City: _____ Zip: _____

Email: _____

Other Contacts

If there are others in your office who may place orders on this account please indicate:

1) Printed Name: _____ Position: _____

Phone: _____ Cell: _____ Fax: _____

Email: _____