Acrobat outsourcing
Your Hospitality Staffing Professionals

Name: Juan Gutierrez Delgado

Taborca ID: 49814

Date of Hire: 11 / 30 / 18

Date of *Re-Act*: ___/___/___

New employee set up

- E-verify
- Hire Right EE
- Hire Right Internal (upload any list A docs)
- Direct Deposit (Scan to Payroll) and/or Global Cash Card – complete the form & have EE sign
- Notice to Employee Completed
- Added to Orientation Time Sheet
- Attended New Hire Orientation
- Background Check (Asurint)
- New Hire List (All fields)
- Check Taborca Profile (All fields)
- Upload Resume and Skills Tests (one doc)
- Upload Food Handler's Card

Re Act employee set up (See Re Act Process for more detail)

- File and I9 pulled (new one created/done in Hire Right if old ones are gone)
- Re Act onboarding if initially hired before 1/1/16
- Check W4
- Check all demographic info and availability
- Check for skills tests, app, FHC, and resume (get new app, new resume if hired more than 1 year ago)
- Complete Notice to Employee with updated pay if necessary
- Verify pay option and take steps to Re Act any old pay options still current
- Run new BGC if more than 1 year since last shift worked
- New orientation/place on time sheet if it's been over a year since last shift
- New Hire List (all fields)
- Delete employee from the INA/TER spreadsheet if they are on it

Interview Note Sheet

Applicant Information	
Name: Juan Gutierrez Delgado	Interviewer: Christyann
Date: 11/30/2018	Rate of Pay: $19.00
Position (s) Applied for: line cook	Referred by: PALANTIR

Test Scores						
Server	/35	%	Bartender	/30	%
Prep Cook	/15	%	Barista	/10	%
Grill Cook	/40	%	Cashier	/10	%
Dishwasher	/10	%	Housekeeping	/16	%

Seeking:
- (Full-Time)
- Part-Time

Relevant Experience & Summary of Strengths

Knife Skills *Total of _____ in Food Service*

Compass group
synopses - eurest

Cuisines

1 salad / deli bar
2 soup station
3 pizza station
entry

Stations:

1
2
3

P.O.S. Experience: Y / N *details*: _____

Transportation

Car Public Transit Carpool (Rider / Driver)

Regions Available to work

SF City SF North SF Peninsula East Bay Outer East Bay
San Jose South San Jose SJ Peninsula Palantir - Palo Alto

Certifications (if any)

TIPS Serv-Safe LEAD Other _____ Will Submit

Availability

Open AM only PM only Weekdays only Weekends only

Details: on application

Uniforms Owned

Bistro Black Bistro Tuxedo 1/2 Tuxedo Black Vest Long Black Tie
Chef Coat Chef Pants Knives Black Pants Non-Slip Shoes Bow Tie Other: _____

Would you recommend this applicant for Acrobat Academy?	Convention Candidate?	Other Languages Spoken:

NOTICE TO EMPLOYEE

Labor Code section 2810.5

EMPLOYEE

Employee Name: Juan Gutierrez Delgado

Start Date: 11/30/2018

EMPLOYER

Legal Name of Hiring Employer: S.E Scher

Is hiring employer a staffing agency/business (e.g., Temporary Services Agency; Employee Leasing Company; or Professional Employer Organization [PEO])? ☐ Yes ☐ No

Other Names Hiring Employer is "doing business as" (if applicable):
Acrobat Outsourcing

Physical Address of Hiring Employer's Main Office:
665 Third St. Suite 415, San Francisco, CA. 94107

Hiring Employer's Mailing Address (if different than above):

Hiring Employer's Telephone Number: 415-431-8826

If the hiring employer is a staffing agency/business (above box checked "Yes"), the following is the other entity for whom this employee will perform work:

Name: Acrobat Outsourcing San Jose

Physical Address of Main Office: 1585 Mc Alameda, San Jose, CA 95124

Mailing Address: " "

Telephone Number: 408-316-9545

WAGE INFORMATION

Rate(s) of Pay: $19 Overtime Rate(s) of Pay: $28.50

Rate by (check box): ☒ Hour ☐ Shift ☐ Day ☐ Week ☐ Salary ☐ Piece rate ☐ Commission

☐ Other (provide specifics): stage for line cook @ palantir

Does a written agreement exist providing the rate(s) of pay? (check box) ☒ Yes ☐ No

If yes, are all rate(s) of pay and bases thereof contained in that written agreement? ☒ Yes ☐ No

Allowances, if any, claimed as part of minimum wage (including meal or lodging allowances):
N/A

(If the employee has signed the acknowledgment of receipt below, it does not constitute a "voluntary written agreement" as required under the law between the employer and employee in order to credit any meals or lodging against the minimum wage. Any such voluntary written agreement must be evidenced by a separate document.)

Regular Payday: FRIDAY

WORKERS' COMPENSATION

Insurance Carrier's Name: Integro USA Inc. dba Integro Insurance Brokers
Address: 1 State Street Plaza, 9th floor, New York, NY. 10004
Telephone Number: 212-295-5440
Policy No.: LDC4042609 AOS

☐ Self-Insured (Labor Code 3700) and Certificate Number for Consent to Self-Insure: _____

PAID SICK LEAVE

Unless exempt, the employee identified on this notice is entitled to minimum requirements for paid sick leave under state law which provides that an employee:

a. May accrue paid sick leave and may request and use up to 3 days or 24 hours of accrued paid sick leave per year;
b. May not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and
c. Has the right to file a complaint against an employer who retaliates or discriminates against an employee for
   1. requesting or using accrued sick days;
   2. attempting to exercise the right to use accrued paid sick days;
   3. filing a complaint or alleging a violation of Article 1.5 section 245 et seq. of the California Labor Code;
   4. cooperating in an investigation or prosecution of an alleged violation of this Article or opposing any policy or practice or act that is prohibited by Article 1.5 section 245 et seq. of the California Labor Code.

The following applies to the employee identified on this notice: *(Check one box)*

☐ 1. Accrues paid sick leave only pursuant to the minimum requirements stated in Labor Code §245 et seq. with no other employer policy providing additional or different terms for accrual and use of paid sick leave.
☒ 2. Accrues paid sick leave pursuant to the employer's policy which satisfies or exceeds the accrual, carryover, and use requirements of Labor Code §246.
☐ 3. Employer provides no less than 24 hours (or 3 days) of paid sick leave at the beginning of each 12-month period.
☐ 4. The employee is exempt from paid sick leave protection by Labor Code §245.5. (State exemption and specific subsection for exemption): _____

ACKNOWLEDGEMENT OF RECEIPT

(Optional)

Christyann Maulyp	Juan Gutierrez
(PRINT NAME of Employer representative)	(PRINT NAME of Employee)
(SIGNATURE of Employer Representative)	(SIGNATURE of Employee)
	11/30/18
(Date)	(Date)

The employee's signature on this notice merely constitutes acknowledgement of receipt.

Labor Code section 2810.5(b) requires that the employer notify you in writing of any changes to the information set forth in this Notice within seven calendar days after the time of the changes, unless one of the following applies: (a) All changes are reflected on a timely wage statement furnished in accordance with Labor Code section 226; (b) Notice of all changes is provided in another writing required by law within seven days of the changes.

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Employment Application

Acrobat Outsourcing is an equal opportunity employer dedicated to non-discrimination in all employment practices. Acrobat Outsourcing selects the best qualified individual for the job based on job-related qualifications regardless of race, age (40+), color, religion, gender, national origin, ancestry, marital status, sexual orientation, disability or any other status protected by applicable law.

PLEASE PRINT

Full Name Juan Abel Gutierrez Date: 11/30/2018

Home Telephone (408) 390-3071 Other Telephone (___) _____

Present Address 275 N 8th st Apt #4, San Jose CA 95112

Permanent Address, if different from present address: _____

Email Address Korita3008@gmail.com

EMPLOYMENT DESIRED

Position applying for: Line Cook **Salary desired:** $19

Are you currently registered with any staffing and/or employment agencies? If so, please list

_____

Are you applying for: Full-time work? Yes X No___ Part-time work? Yes___ No___

Temporary work, e.g., summer or holiday work? Yes___ No X From: Monday To: Friday

How did you find out about our open position? (Please check fill in proper name of source):

Referral X Name of Referral Carlos Acosta Newspaper ☐ Job Fair ☐ Agency ☐ Company Website ☐

Other Web Posting ☐ Other Source ☐

Could you work overtime, if necessary? Yes X No___ If hired, on what date could you start working? Now

Please keep in mind that schedules and shifts may vary depending on position and season. Additionally, the hours may vary from week to week, depending on the company needs. Please list only the times/days you're available to work below.

SPECIFY HOURS AVAILABLE DAILY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
AM		6:00	6:00	6:00	6:00	6:00	
PM		3:00	3:00	3:00	3:00	3:00	

Do you have any vacations or extended leaves planned in the next 12 months? If so, please list dates:

PERSONAL INFORMATION

Have you ever applied to or worked for Acrobat Outsourcing before? Yes___ No X If yes, when? _____

Do you have friends or relatives working for Acrobat Outsourcing? Yes X No___ If yes, please state name and relationship

Carlos Acosta / Friend

If hired, would you have a reliable means of transportation to and from work? Yes X No___

If hired, can you present evidence of your legal right to live and work in this country? Yes X No___

State age if you are under 18 _____. If you are under 18, hire is subject to verification that you are of minimum legal age to work.

Are you able to perform the essential functions of the job for which you are applying? Yes X No___

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If no, describe the functions that cannot be performed. (Note: We comply with the ADA and consider reasonable accommodation measures that may be necessary for eligible applicants/employees to perform essential functions.) _____

Pursuant to the San Francisco Fair Chance Ordinance, we will consider for employment qualified applicants with arrest and conviction records.

EDUCATION & SKILLS

NAME OF SCHOOL	CITY & STATE	GRADE OR DEGREE COMPLETED	DID YOU GRADUATE?
San Jose High school	San Jose / CA	12	Yes
Do you have any special licenses, certificates or special training? If so please list under "Special".		YES	NO
Are you computer literate? If so, list software knowledge under "Special."		YES	NO
Are you proficient with Point of Sales Systems? If, so please list which ones under "Special."		YES	NO
Do you have any other experience, training, qualifications or special skills, which you feel make you especially suited for work at Acrobat Outsourcing? If so, please list under "Special."		YES	NO
Special: Word / little accounting & also a teacher credential.			

EMPLOYMENT HISTORY

List below all present and past employment starting with your most recent employer (last 10 years is sufficient). Account for unemployment periods of three months or more.

Are you currently employed? Yes___ No X *If so, may we contact your current employer?* Yes___ No___

Name and Address of Employer Synopsys / compass grup corp

Type of Business _____ Telephone No. (408) 835-1863 Supervisor's Name Werley

Your Position and Duties Work in for 5 years different positions + Salad Bar, Deli bar, Soup station & Main entre

Dates of Employment: From 2012 To 2017 Weekly Pay: Starting 10.00 Ending 18.00

Reason for Leaving: better opportunity

Name and Address of Employer Maryknoll / los altos / Flick

Type of Business _____ Telephone No. (209) 534-8668 Supervisor's Name Neelam

Your Position and Duties Cook / Main entre & two sides.

Dates of Employment: From 2017 To 2018 Weekly Pay: Starting $20 Ending $20

Reason for Leaving: better opportunity

Name and Address of Employer _____

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Your Hospitality Staffing Professionals

Type of Business _____ Telephone No. (____) _____ Supervisor's Name _____
Your Position and Duties _____

Dates of Employment: From _____ To _____ Weekly Pay: Starting _____ Ending _____

Reason for Leaving: _____

Name and Address of Employer _____

Type of Business _____ Telephone No. (____) _____ Supervisor's Name _____
Your Position and Duties _____

Dates of Employment: From _____ To _____ Weekly Pay: Starting _____ Ending _____

Reason for Leaving: _____

Have you ever been fired from any previous place of employment? If so, please explain: _____

MILITARY SERVICE

Have you obtained any special skills or abilities as the result of service in the military? Yes___ No X
If so, describe: _____

VOLUNTEER EXPERIENCES

List below three persons not related to you who have knowledge of your work performance within the last three years.

Name: Javier Espindola Telephone No. (408) 734-5197
Address 6909 Lemondrop ct / Sacramento CA 95824
Occupation: Cook Relationship: Friend Number of Years Acquainted: 3 years

Name: Samantha Santana Telephone No. (669) 284-4584
Address 93 E William st Apt #3 / San Jos CA 95112
Occupation: Cashiers Relationship: Friend Number of Years Acquainted: 5 years

Name: Andres Matos Telephone No. (408) 420-1586
Address Mountain View, CA
Occupation: Cook Relationship: Friend Number of Years Acquainted: 5 years

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Please Read Carefully, Initial Each Paragraph and Sign Below

✓ I hereby certify that I have not knowingly withheld any information that might adversely affect my chances for employment and that the answers given by me are true and correct to the best of my knowledge. I further certify that I, the undersigned applicant, have personally completed this application. I understand that any omission or misstatement of material facts on this application or on any document used to secure employment shall be grounds for rejection of this application or for immediate discharge if I am employed, regardless of the time elapsed before discovery.

✓ I hereby authorize Acrobat Outsourcing to thoroughly investigate my references, work record, education and other matters related to my suitability for employment and, further, authorize the references I have listed to disclose to the company any and all letters, reports and other information related to my work records, without giving me prior notice of such disclosure. In addition, I hereby release the company, my former employers and all other persons, corporations, partnerships and associations from any and all claims, demands or liabilities arising out of or in any way related to such investigation or disclosure.

✓ I hereby authorize Acrobat Outsourcing and its authorized representatives to solicit information regarding my background, which may include but not be limited to, information about my employment, education, and/or criminal history, which may be in the files of any federal, state, or local criminal justice and law enforcement agency and general public records history.

✓ I understand that if selected for hire, it will be necessary for me to provide satisfactory evidence of my identity and legal authority to work in the United States, and that federal immigration laws require me to complete an I-9 form in this regard within three days of my hire date.

✓ Acrobat Outsourcing is an at-will employer. I understand that nothing contained in the application, or conveyed during any interview, which may be granted or during my employment, if hired, is intended to create an employment contract between me and the company. In addition, I understand and agree that if I am employed, my employment is for no definite or determinable period and may be terminated at any time, with or without prior notice, with or without cause, at the option of either myself or the company, and that no promises or representations contrary to the foregoing are binding on the company unless made in writing and signed by me and the company's designated representative.

I hereby acknowledge that I have read and understand the above statements.

Applicant's Signature _____ **Date** 11/30/1983

Palantir 100 Hamilton Ave. | Suite 300 | Palo Alto, CA | 650.815.0200

Hello,

As part of the Palantir Team, we would like you to have many of the same conveniences as our full time employees. This includes having access to our buildings, and technology and electronic communications systems.

In order to streamline your access we will need you to sign the following attached documents:

- Personal Information and Emergency Contact Form
- Non-Disclosure Agreement
- PIIA (Proprietary Information and Inventions Agreement) Form
- Electronic Communication and Devices Privacy Policy
- Visitor Liability Release
- We will also need a copy of your driver's license and social security card to confirm work authorization

Due to the sensitive nature of our work, we request that you follow certain guidelines while you are in the work space. Although we all enjoy a good bit of fun, maintaining a certain level of professionalism is expected. Please be discreet about things you may see or hear in and around the office. You will be trusted with access to our networks and electronic resources and we expect that you will use them appropriately.

If you have any questions, please contact People Operations at paperwork@palantir.com.

Sincerely,
People Operations

Palantir

For your safety and well-being, we are collecting your personal contact information. This information will be used to provide notification to your personal contacts ONLY in the event of an emergency.

Thank you!

Contracting Agency Info	
Name of Company/Employer	Acrobat Outsourcing
Name of Contact at Agency	Gustavo Orozco
Sponsor/Palantir Contact	~~Gustavo Orozco~~

Personal Contact Information	
Your Name	Juan Gutierrez Delgado
Phone	(408) 390-3071
Phone – SMS capable? Y/N	
Your Email Address	Korita3008@gmail.com
Street Address	275 N 8th st Apt #4
City	San Jose
State/Province	CA
Zip/Postal Code	95112
Country	USA

Emergency Contact Information	
Emergency Contact Name	Javier Espindola
Phone	(408)784-5197
Phone – SMS capable? Y/N	
Email Address	jespindola100@gmail.com
Street Address	275 N 8th st Apt #4
City	San Jose
State/Province	CA
Zip/Postal Code	95112
Country	USA

Palantir

Non-Disclosure of Trade Secrets

In consideration of my being engaged as a contractor by Palantir Technologies, I the undersigned hereby agree and acknowledge the following:

1. That during my contracting engagement there may be disclosed to me certain trade secrets consisting of:

   a) Technical information: methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.

   b) Business information: customer lists, pricing data, sources of supply, and marketing, production, or merchandising systems or plans.

2. I agree that during and after the termination of my contracting engagement, I shall not use for myself or others, or disclose or divulge to others any trade secrets, confidential information, or any other data of the Company in violation of this agreement

3. Upon terminating my contracting engagement with the Company:

   a) I shall return to the Company all documents and property pertaining to the Company, including but not limited to: drawings, blueprints, records, reports, manuals, correspondence, customer lists, computer programs, inventions, and all other materials and all copies thereof relating in any way to the Company's business and in any way obtained by me during my contracting engagement I further agree that I shall not retain any copies or reproductions of the foregoing.

   b) The Company may notify any future or prospective employer of this agreement.

   c) This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.

   d) The enforceability of any one provision to this agreement shall not impair or affect any other terms of this agreement.

   e) In the event of any breach of this agreement, the Company shall have full rights to injunctive relief, in addition to any other existing rights, without requirement of posting bond, if permitted by law.

Juan Gutierrez
Contractor Name (printed)

11/30/1983
Date

Contractor Signature

Palantir Security Officer

Date

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

The following confirms and memorializes an agreement (this "Agreement") that Palantir Technologies Inc., a Delaware corporation (the "Company"), and Juan Gutierrez have had since the commencement of my contracting engagement with the Company in any capacity (the "Effective Date") and that is and has been a material part of the consideration for my contracting engagement by Company:

1. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement or my contracting engagement with Company. I will not violate any agreement with or rights of any third party or, except as expressly authorized by Company in writing hereafter, use or disclose my own or any third party's confidential information or intellectual property when acting within the scope of my contracting engagement or otherwise on behalf of Company. Further, I have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by me.

2. Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, *sui generis* database rights and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by me during the term of my contracting engagement with Company, to the fullest extent allowed by applicable law (collectively "Inventions"). I will promptly disclose all Inventions to Company and, to the extent allowed by applicable law, I will also disclose anything I believe is excluded so the Company can make an independent assessment. I hereby make all assignments necessary to accomplish the foregoing. I shall further assist Company, at Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint Company as my agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. If I wish to clarify that something created by me prior to my contracting engagement that relates to Company's actual or proposed business is not within the scope of the foregoing assignment, I have listed it on Appendix A in a manner that does not violate any third party rights. Without limiting Section 1 or Company's other rights and remedies, if, when acting within the scope of my contracting engagement or otherwise on behalf of Company, I use or (except pursuant to this Section 2) disclose my own or any third party's confidential information or intellectual property (or if any Invention cannot be fully made, used, reproduced, distributed and otherwise exploited without using or

violating the foregoing), Company will have and I hereby grant Company a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights.

3. To the extent allowed by law, paragraph 2 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents and agreements from time to time as requested by Company.

4. I agree that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) I develop, learn or obtain during the term of my contracting engagement that relate to Company or the business or demonstrably anticipated business of Company or that are received by or for Company in confidence, constitute "Proprietary Information." I will hold in confidence and not disclose or, except within the scope of my contracting engagement, use any Proprietary Information. However, I shall not be obligated under this paragraph with respect to information I can document is or becomes readily publicly available without restriction through no fault of mine. Upon termination of my contracting engagement, I will promptly return to Company all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (i) my compensation records, (ii) materials received solely in my capacity as a shareholder or optionholder of the Company (if then applicable), and (iii) this Agreement. I also recognize and agree that I have no expectation of privacy with respect to Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

5. I agree that during the course of my contracting engagement with Company (whether or not during business hours), I will not, in the same or materially similar capacity as I worked for the Company, without the prior written consent of the Company, whether paid or not: (i) serve as a partner, principal, licensor, licensee, employee, consultant, officer, director, manager, agent, affiliate, representative, advisor, promoter, associate, investor, or otherwise for, (ii) directly or indirectly, own, purchase, organize or take preparatory steps for the organization of, or (iii) build, design, finance, acquire, lease, operate, manage, control, invest in, work or consult for or otherwise join, participate in or affiliate myself with, any business whose business, products or operations are in any respect competitive with the Company's business. Should I obtain another contracting engagement or employment during my contracting engagement with the Company, I agree to

provide written notification to the Company as to the name and address of my new employer, the position that I expect to hold, and a general description of my duties and responsibilities, at least three (3) business days prior to starting such contracting engagement or employment.

6. To the extent allowed by applicable law, I agree that from the Effective Date until twelve (12) months immediately following the termination of my relationship with the Company, whether I resign voluntarily or am terminated by the Company involuntarily, I will not directly or indirectly solicit, or recruit, or attempt to solicit, or recruit, any employee of the Company to leave their employment with the Company, nor will I contact any employee of the Company, or cause an employee of the Company to be contacted, for the purpose of leaving employment with the Company. In the event of my breach or violation of this Section 6, or good faith allegation by the Company of my breach or violation of this Section 6, the restricted periods set forth in this Section 6 shall be tolled until such breach or violation, or dispute related to an allegation by the Company that I have breached or violated this Section 6, has been duly cured or resolved, as applicable.

7. I agree that this Agreement is not a contracting contract for any particular term and that I have the right to resign and Company has the right to terminate my contracting engagement at will, at any time, for any or no reason, with or without cause. In addition, this Agreement does not purport to set forth all of the terms and conditions of my contracting engagement, and, as a contractor of Company, I have obligations to Company which are not set forth in this Agreement. However, the terms of this Agreement govern over any inconsistent terms and can only be changed by a subsequent written agreement signed by the CEO of Company.

8. I agree that my obligations under paragraphs 2, 3, 4, 5 and 6 of this Agreement shall continue in effect after termination of my contracting engagement, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine. My obligations under paragraphs 2, 3 and 4 also shall be binding upon my heirs, executors, assigns, and administrators and shall inure to the benefit of Company, its subsidiaries, successors and assigns.

9. Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of Delaware of the United States of America without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable Delaware law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms. This Agreement is fully assignable and transferable by Company, but any purported assignment or transfer by me is void. I

also understand that any breach of this Agreement will cause irreparable harm to Company for which damages would not be an adequate remedy, and, therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies and without any requirement to post bond. I acknowledge and agree that to the extent permitted under Delaware law, I shall indemnify the Company from any and all costs, fees, or expenses incurred by the Company (including, but not limited to, attorneys' fees) in successfully enforcing the terms of this Agreement against me (including, but not limited to, a court temporarily, partially, or fully granting any application, motion, or petition by the Company for injunctive relief) as a result of my breach or threatened breach of any provision contained herein.

10. This Agreement constitutes the entire agreement and understanding with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions or representations between the parties regarding such subject matter. This Agreement may be executed in counterparts and by facsimile, and each counterpart and facsimile shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

[Remainder of Page Intentionally Left Blank]

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT, WHICH I SIGN VOLUNTARILY AND FREELY.

11/30/1983
Date

Consultant/Contractor

Signature

Juan Gutierrez
Name (Printed)

Accepted and Agreed to:

Palantir Technologies Inc.

By: _____

Name: _____

APPENDIX A

PRIOR MATTER

Palantir 100 Hamilton Ave. | Suite 300 | Palo Alto, CA | 650.815.0200

Personal Property Privacy Policy

Guest's personal property such as handbags, lunch containers, briefcases, and automobiles parked on Company property, are all subject to inspection by the Company with or without prior notice. You should not bring personal items onto Company property if you wish to keep the items private.

Electronic and Physical Monitoring

All employees and guests should be aware that there are Company systems in place that are capable of monitoring and recording all network traffic to and from any computer, phone or remote access devises that employees or guests may use while on Company networks. The Company reserves the right to access, review, copy, and delete any of the information, data, or messages accessed through these systems with or without notice to the employee or guest and/or in the employee's or guest's absence. This includes, but is not limited to, all e-mail messages sent or received, all instant messenger messages sent or received, all website visits, all chat sessions, all news group activity (including groups visited, messages read, and postings), and all file transfers into and out of the Company's networks. The Company further reserves the right to retrieve previously deleted messages from e-mail or voicemail and monitor usage of the Internet, including websites visited and any information employees or guests have downloaded using Company networks. In addition, the Company may review Internet and Company Information System activity and analyze usage patterns. Accordingly, no employee or guest should have any expectation of privacy as to his or her Internet or information systems usage on Company networks and should not use these systems for information they wish to keep private.

All employees and guests should also be aware that the Company reserves the right to inspect any and all files stored in all areas of the Company's network, including those assigned to individuals, and those stored on any Company network, computer, remote access device, mobile device, or other to assure compliance with this and other Company policies.

I have read this agreement carefully and I understand and accept the obligations which it imposes upon me without reservation.

By: Juan Gutierrez

Date: 11/30/1983

Palantir

VISITOR AGREEMENT

PARTICIPATION IN RECREATIONAL ACTIVITIES, ASSUMPTION OF RISK AND RELEASE FROM LIABILITY

1. Voluntary Participation

I, Juan Gutierrez, acknowledge that I have been invited by Palantir Technologies Inc. ("Palantir") or an employee of Palantir to participate in certain recreational activities on the premises of Palantir and/or off site locations, possibly including but not limited to use of on-site scooters and other toys, use of the on-site fitness center, or off-site sporting events or group recreational trips (together, the "Recreational Activities"). I further acknowledge that I have voluntarily requested that Palantir permit me to participate in the Recreational Activities. In consideration for such permission, I agree to enter into this Agreement For Participation In Recreational Activities, Assumption Of Risk And Release From Liability.

2. Physical Condition

I acknowledge that it is my sole responsibility to consult with my personal health care provider regarding any medical condition that might prevent or limit my participation in the Recreational Activities. I further understand and agree that I am solely responsible for abiding by my personal health care provider's recommendations as to any medical restrictions on my participation in the Recreational Activities.

3. Rules Regarding Recreational Activities

I understand and acknowledge that before I participate in the Recreational Activities it is my responsibility to become fully acquainted with the safety rules. I understand and agree to comply with all rules Palantir adopts or has adopted governing participation in the Recreational Activities. I further understand and agree that if I violate any such rules, Palantir may immediately terminate my participation in the Recreational Activities. I also understand that Palantir may at any time at its sole discretion temporarily or permanently cease to permit any participation in the Recreational Activities.

4. Assumption of Risk

I AM AWARE THAT THERE ARE RISKS AND HAZARDS ASSOCIATED WITH PARTICIPATION IN THE RECREATIONAL ACTIVITIES. I AM FURTHER AWARE THAT I WILL BE PARTICIPATING IN THE RECREATIONAL ACTIVITIES WITH OTHER PERMITTEES OF PALANTIR, INCLUDING WITH EMPLOYEES, AND THAT IT IS POSSIBLE FOR MY PERSON OR PROPERTY TO BE HARMED EITHER AS A RESULT OF MY OWN ACTIVITY OR AS A RESULT OF ACTIVITY BY SUCH OTHER PERMITTEES OR SIMPLY BY BEING PRESENT WHERE OTHERS ARE PARTICIPATING IN THE RECREATIONAL ACTIVITIES, WITH OR WITHOUT PERMISSION, AND THAT PALANTIR HAS NOT AGREED TO SUPERVISE ANY OF THESE ACTIVITIES.

I VOLUNTARILY ASSUME ALL RISK OF LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY WHICH MAY ARISE FROM OR IS RELATED TO MY PARTICIPATION IN THE RECREATIONAL ACTIVITIES, WHETHER SUCH RISK IS KNOWN OR UNKNOWN TO ME.

5. Release

In consideration of my being allowed to participate in the Recreational Activities, I do hereby waive, release and forever discharge Palantir and its officers, partners, directors, agents, employees, representatives, executors, and all others in privity with same, whether named herein or not (the "Releasees"), from all direct, indirect and consequential damages and from any and all claims, demands, liabilities, or causes of action of any kind or character whatsoever, and howsoever caused, resulting from my participation in the Recreational Activities on behalf of myself, my agents, assignees, executors, guardians, family, heirs, and legal representatives. This release expressly includes injury or damages resulting from my own acts or omissions, the acts or omissions of any other participant in the Recreational Activities or from any acts or omissions of the Releasees in any way related, directly or indirectly, to my participation in the Recreational Activities. I agree to inform my family members of this release and ensure they understand the ramifications.

6. Indemnification

I hereby agree to defend and to forever indemnify and hold harmless the Releasees from all actions, claims or demands which may be asserted against the Releasees by any person or legal entity as a result of or in any way connected to my participation in the Recreational Activities. It is expressly understood that this indemnification applies even if the parties to be indemnified were negligent, grossly negligent, strictly liable for placing a defective product into the stream of commerce or for any other reason, liable for breach of warranty or contractual breaches, liable under the California Consumer Protection Act, liable for breach of other legal duties, liable for violation of any other law, regulation, or ordinance, or liable in any other manner. This indemnification will include, but is not limited to, the amount of any claims and the costs of defending them, including attorney's fees and court costs.

7. Knowing and Voluntary Execution

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I VOLUNTARY AND OF MY OWN FREE WILL SIGN THIS AGREEMENT FOR PARTICIPATION IN RECREATIONAL ACTIVITIES, ASSUMPTION OF RISK AND RELEASE FROM LIABILITY.

Dated: 11/30/1983

Signature

Juan Gutierrez

Print Name

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Grill Cooks Test

Score / 40

Multiple Choice Test (1 point each)

_____ 1) **How much time should you take to wash your hands with soap?**
a) 1 minute
b) 20 seconds
c) Time does not matter, water temperature does
d) 5 minutes

_____ 2) **The recommended temperature for your refrigerator is...**
a) 45ºF
b) 50ºF
c) 40ºF
d) 20ºF

_____ 3) **Food handlers must always wash their hands**
a) Before starting work
b) Switching between handling raw and ready-to-eat food
c) After going to the restrooms
d) All of the above

_____ 4) **The most important reason for having food handlers wear hair restraints is to**
a) Prevent food from getting into food handlers' hair
b) Prevent food handlers from contaminating their hands by touching their hair
c) Keep the food handlers' hair in place
d) None of the above

_____ 5) **Which of these conditions requires immediate corrective action?**
a) Packaged food items are stored at least 6 inches above the floor
b) Ice is being used to cool beef stew in a shallow pan
c) Raw meats are stored on a shelf above ready-to-eat egg salad in the walk-in cooler
d) Raw fish is stored above raw chicken in the walk-in freezer

_____ 6) **Bacteria grow best in the temperature "danger zone" which includes temperatures between?**
a) 0ºF and 100ºF
b) 32ºF and 220ºF
c) 41ºF and 135ºF
d) 39ºF and 178ºF

_____ 7) **After cutting raw chicken, what should be done before the cutting board is used for slicing onions for salad?**
a) Clean the cutting board with a wet wiping cloth
b) Turn the board over and use the other side
c) Rinse the board with running water
d) Wash, rinse, and sanitize the board prior to slicing the onions

_____ 8) **Which of the following is NOT an approved method to thaw potentially hazardous foods?**
a) In a microwave oven
b) During the cooking process
c) Under cool running water
d) On a clean counter, at room temperature

_____ 9) **Wiping cloths stored submerged in a bucket of sanitizing solution are for:**
a) Wiping spills only
b) Washing hands if the hand sinks are too far away
c) Sanitizing the blade of utensils such as knives
d) Maintaining moisture on the wiping cloth

Grill Cooks Test

10) Food-handling gloves must be changed frequently and also:

_____
a) After handling garbage
b) After every break
c) After picking things up off the floor
d) Between handling raw and cooked foods
e) All of the above

11) A Julienne is:

_____
a) to cut food into 1 inch X 1 inch cubes
b) A cooking method using high heat
c) To cut food into 1/8 X 1/8 slices
d) A rough cutting method producing oblong shapes

12) A gallon is equal to _____ ounces

_____
a) 56
b) 145
c) 32
d) 128

13) How many cups are in a quart?

_____
a) 2
b) 4
c) 6
d) 8

14) A Chiffonade is:

_____
a) To slice an herb or leafy vegetable into thin ribbons
b) To de bone a fish
c) Another name for parchment paper
d) To cook food in liquid, or at just below the boiling point

15) Potentially hazardous hot foods must be maintained at an internal temperature of _____ or higher to be safe

_____
a) 145º F
b) 135º F
c) 160º F
d) 180º F

16) Which of the following explains the process of poaching?

_____
a) Poke poultry on the thickest part in order to make sure it's tender
b) To cook food in an oven that has reached 350º F
c) Cook gently in water that is hot but not boiling (160º-180º)
d) Submerge protein in boiling liquid to speed cooking time

17) If a recipe calls for 16oz of mirepoix, how many ounces of onion, celery, and carrots do you need?

_____
a) 8 oz of celery, 4 oz of onion, 4 oz of carrot
b) 4 oz of celery, 8 oz of carrot, 4 oz of onion
c) 4 oz of celery, 8 oz of onion, 4 oz of carrot
d) 2 oz of celery, 10 oz of carrot, 2 oz of onion

18) Which of the following best describes braising?

_____
a) To cook quickly in a pan on top of the stove until food is browned
b) Process through which natural sugars in food become browned and flavorful while cooking
c) Cooking method by which food is browned in fat, then cooked, tightly coved, in liquid at low heat
d) To plunge food into boiling water briefly, then into cold water to stop the cooking process

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Grill Cooks Test

19) **Which of the following best describes the process of Caramelization?**
   a) To cook quickly in a pan on top of the stove until food is browned
   b) Process through which natural sugars in food become browned and flavorful while cooking
   c) Cooking method by which food is browned in fat, then cooked, tightly coved, in liquid at low heat
   d) To plunge food into boiling water briefly, then into cold water to stop the cooking process

20) **What temperature should chicken be cooked to?**
   a) 145ºF
   b) 155ºF
   c) 165ºF
   d) 175ºF

21) **What temperature should ALL ground meat be cooked to?**
   a) 145ºF
   b) 155ºF
   c) 165ºF
   d) 175ºF

22) **What temperature should fish be cooked to?**
   a) 145ºF
   b) 155ºF
   c) 165ºF
   d) 175ºF

23) **What is a roux and what is it used for? (2 points)**

Made it by flour & butter and its used for made thick liquid.

24) **What is the process of making clarified butter, and why is clarified butter used? (3 points)**

25) **What are the 5 mother sauces? (5 points)**
   1. Marinara
   2. Alfredo
   3.
   4.
   5.

26) **What does it mean to season a grill and why is this process important? (3 points)**

27) **What are the ingredients in Hollandaise sauce? (5 points)**