PERSONNEL SERVICES AGREEMENT
By and Between
CLIENT
and
XLT MANAGEMENT SERVICES, LLC

This Personnel Services Agreement ("Agreement") is effective as of the date set forth on the Signature Page ("Effective Date") and is by and between **CLIENT** ("CLIENT") and **XLT MANAGEMENT SERVICES, LLC** ("XLTMS"). CLIENT and XLTMS may be referred to each as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, CLIENT is widely recognized and acknowledged as, *inter alia*, an industry leader in the production and distribution of television sports and/or related entertainment programs ("Event(s)") and in adhering to the highest standards of service and ethical conduct ("CLIENT Business Activities");

WHEREAS, in connection with CLIENT Business Activities, CLIENT engages the services of certain specialty personnel who may be employees of various classifications (e.g., full vs part-time, exempt vs non-exempt), or freelancers;

WHEREAS, XLTMS is recognized and acknowledged as, *inter alia*, being an industry leader in providing, *inter alia*, a variety of specialized human resource administrative and payroll services to and under the direction and/or control of entities such as CLIENT, and in adhering to the highest standards of service and ethical conduct;

WHEREAS, CLIENT desires to engage XLTMS as CLIENT's exclusive third-party provider of the Services in connection with its Identified Personnel (each as more specifically defined herein), under the terms and conditions set forth in this Agreement;

WHEREAS, XLTMS desires to provide the Services in connection with CLIENT's Identified Personnel under the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the foregoing Recitals which are incorporated by reference into this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties agree as follows:

AGREEMENT

Definitions. In addition to definitions contained elsewhere herein, the following terms shall have the meanings described:

a. "Authorized ProCrewz User(s)" means any individual who is authorized by virtue of such individual's relationship to, or permissions from, CLIENT, to access and use ProCrewz® pursuant to CLIENT's rights under this Agreement.
b. "Benefits" means that amount paid by XLTMS to a benefit plan as a facilitator and under the direction and/or control of and for CLIENT and indirectly on behalf of Identified Personnel, including pension, welfare, and any other required benefit contributions. Unless specifically requested by CLIENT, and upon written agreement of the Parties, this term excludes any contributions to be made pursuant to an agreement to participate in a multi-employer plan and contributions

to any multi-employer plan will be made solely by CLIENT, not XLTMS, for the Identified Personnel.

c. "CBA" means a collective bargaining agreement between CLIENT and a labor union, including any agreement pursuant to which CLIENT participates in a multi-employer plan.
d. "Commencement Date" means the date set forth on the Signature Page upon which XLTMS begins its provision of Services.
e. "Compensation" means the total amount to be paid to XLTMS for its Services, as set forth on the applicable SOW and/or XLTMS's invoice. Applicable state and local taxes, as identified by CLIENT, if any, will appear as a separate line item on the invoice and may vary by state, county, or municipality.
f. "Critical Vendor" means that XLTMS provides CLIENT such services that include the unique specialized services performed by XLTMS which CLIENT requires for its critical and timely operational needs.
g. "Direct Claims" - Any claim by an Indemnified Party on account of a Loss which does not result from a Third-Party Claim (a "Direct Claim") and as to which the Indemnified Party determines to seek indemnification hereunder will be asserted by the Indemnified Party giving the Indemnifying Party prompt written notice thereof.
h. "Employee" means an Identified Personnel who is classified by CLIENT as a W-2 employee.
i. "Identified Personnel" means those specialty personnel engaged by CLIENT (*e.g.,* Employees and Freelancers of various classifications, requested by CLIENT to be included in the Services provided by XLTMS.
j. "Freelancer" means an Identified Personnel who is classified by CLIENT as a self-employed person or entity who is engaged to perform work for CLIENT as an independent contractor and paid though the use of a 1099.
k. "Freelancer Fee" means XLTMS's service fees for the Services provided in connection with Freelancers pursuant to this Agreement.
l. "Indemnities" – A Party and its parents, affiliates, subsidiaries, licensees, successors, and assignees, and each of their respective officers, directors, partners, shareholders, employees, agents, and representatives.
m. "Labor Laws" means all laws, regulations and orders, and all contracts or collective bargaining agreements or obligations governing or concerning labor relations, unions and collective bargaining, conditions of employment, employment discrimination and harassment, wages, hours, or occupational safety and health, including ERISA, the Immigration Reform and Control Act of 1986, the National Labor Relations Act of 1947, the Civil Rights Acts of 1866 and 1964, the Equal Pay Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Americans With Disabilities Act and ADAAA, the Family and Medical Leave Act of 1993, the WARN Act, the Occupational Safety and Health Act, the Davis Bacon Act, the Walsh-Healy Act, the Service Contract Act, Executive Order 11246, the Fair Labor Standards Act, and the Rehabilitation Act of 1973, in each case as amended, and all regulations under such acts, or any similar federal, state or local law or ordinance regulating any similar subject or regulating any term or condition of employment.
n. "Pay Cycle Date" means the end of CLIENT's established pay period for the Identified Personnel.
o. "Payroll" means all amounts paid by XLTMS directly or indirectly to, or on behalf

of, Identified Personnel as instructed by CLIENT, including, as applicable, wages (*e.g.,* hourly rate, day rate, overtime, holiday pay), and withholding & disbursement of any deductions legally required to be made for specifically Identified Personnel (such as child support payments), overtime and premiums / penalties, payroll taxes, Benefits (*e.g.,* union fees) and all other assessments, taxes, contributions, sums payable, pension, health and welfare plans under any legal requirements or any applicable CBA(s) (if any) as instructed by CLIENT, with respect to the Identified Personnel other than as excluded pursuant to this Agreement.

p. "Payroll Advance" or "Advance" means the amount of funding that XLTMS receives from CLIENT on a monthly basis and prior to services being rendered for that month. For the purposes of this definition, the funds that XLTMS receives from CLIENT are to be held as security for payment of the services performed, to be performed, or which have been requested to be performed by XLTMS and shall also mean a security interest as the term used and defined in the Uniform Commercial Code, including Article 9.
q. "ProCrewz®" - The ProCrewz application and its associated computer programs that are provided, if applicable, to CLIENT by XLTMS via Subscription pursuant to this Agreement, and any Modifications thereto that are subsequently provided to XLTMS.
r. "ProCrewz Documentation" - The written or electronic documentation and Specifications which have been designated by XLTMS as "Documentation" for purposes of this Agreement.
s. "Quote" means the amount of Compensation projected to be required by XLTMS from CLIENT to perform client requested Services.
t. "Services" means those human resource administrative and payroll services provided by XLTMS for CLIENT under this Agreement.
u. "TIA" means applicable taxes, insurance, and administrative expense, including XLTMS's service fee for rendering the Services provided in this Agreement as well as employer portion of Social Security and Medicare taxes, payroll taxes, SUTA, FUTA, workers' compensation (for Employees), employer insurances, payroll administration, and all other related employer administrative expenses. XLTMS's TIA charge is computed as a percentage of taxable gross wages paid, and current TIA rate(s) is set forth on the applicable SOW. XLTMS's TIA charge does not include any income, sales, or use taxes.
v. "Third-Party Claim" mean any legal action brought by a non-party to this Agreement against a Party. For purposes of this definition, Party shall include a Party's parents, affiliates, subsidiaries, licensees, successors, and assignees and each of their respective officers, directors, partners, shareholders, employees, agents, and representatives.
w. "Travel Expense" means those costs incurred (including transportation, applicable auto insurance, baggage, and related) by XLTMS for travel of Identified Personnel.
x. "Travel Fee" means XLTMS's administrative fee for arranging travel for Identified Personnel. Travel Fee does not include Travel Expenses and any compensation required to be paid to Identified Personnel, including wages, travel pay and other payroll items.
y. "Venue" means the physical location of the Event.

1. <u>Purpose</u>.

This Agreement establishes the general terms and conditions under which

XLTMS may perform technical, administrative, staffing, or other services for CLIENT. Specific services shall be described in one or more Statements of Work ("SOWs") executed by the Parties.

2. Statements of Work.

No services are required unless authorized in a mutually executed Statement of Work.

Each SOW shall include, as applicable:

- project description;
- scope of services;
- deliverables;
- milestones;
- project schedule;
- pricing;
- invoicing terms; and
- any project-specific terms.

Each executed SOW is incorporated into this Agreement.

3. Purchase Orders.

If CLIENT requires purchase orders for administrative purposes, CLIENT shall issue a purchase order referencing the applicable SOW. A purchase order is solely an authorization for payment and shall not modify this Agreement or any SOW. XLTMS rejects any inconsistent or additional terms contained in any purchase order unless expressly accepted in a written amendment signed by both Parties.

4. Services. XLTMS will provide comprehensive specialized human resource administrative and payroll services (“Services”) to CLIENT as directed from time to time by CLIENT in connection with CLIENT’s Identified Personnel as more specifically set forth herein. XLTMS shall not be responsible for any employer functions not specifically set forth in this Agreement, unless subsequently agreed to by the Parties in writing. XLTMS retains the right to refuse to provide Services in connection with any Identified Personnel for any reason, including, but not limited to, the failure of the Identified Personnel to meet legal requirements to work in the United States, or other jurisdiction as applicable, and/or if the job description or tasks the Identified Personnel is asked to perform by CLIENT are considered, in XLTMS’s sole but reasonable discretion, illegal or improper or are not permitted by the applicable Employee workers’ compensation coverage provided by XLTMS or the Background Checks conducted by XLTMS at CLIENT’s request, and/or XLTMS has received notification of ineligibility for hire from a labor union related to the Identified Personnel (collectively, an “Ineligible Personnel”). In no event shall XLTMS have liability hereunder for failure to identify any Specified Personnel so situated or not exercise its right to refuse to provide Services.

The Parties acknowledge that CLIENT may, from time to time, require the services of other employees or freelancers other than the Identified Personnel, in connection with

CLIENT Business Activities ("Ancillary Personnel"). XLTMS has no responsibility for obtaining Ancillary Personnel, or for including Ancillary Personnel within the Services provided by XLTMS, unless otherwise agreed to by the Parties in writing.

5. <u>XLTMS to Provide Services to CLIENT.</u> CLIENT is not the employer of any employees of XLTMS. XLTMS is not an employer of any employees of CLIENT. Although XLTMS is providing certain Services to CLIENT, which are outlined below and herein, the Identified Personnel, the Ancillary Personnel or the regular employees of CLIENT are and shall continue to remain at all times relevant to this Agreement engaged by or employees solely of CLIENT and, except as expressly provided herein, CLIENT shall be responsible for all costs related to same. Each Party shall assume sole responsibility for its own employees and all costs related to the same and shall defend, indemnify, and hold harmless the other Party from any and all claims arising from the other Party's employees. XLTMS and CLIENT have no control over the other entity's employees or terms and conditions of their employment; provided, however, that XLTMS shall cause all Identified Personnel and Ancillary Personnel to review and acknowledge all employment policies, agreements, and any other applicable acknowledgements prior to the first date of employment of such Identified Personnel and Ancillary Personnel (the "CLIENT Policies); provided, further, that CLIENT shall provide XLTMS with copies of all applicable CLIENT Policies no later than seven (7) days after the Effective Date and shall provide XLTMS with any new or revised copies of any CLIENT Policy as promptly as practicable thereafter. The Services provided to CLIENT by XLTMS are based upon information and instructions provided to XLTMS by CLIENT. CLIENT is solely responsible for the accuracy and completeness of the information and instructions provided to XLTMS. Notwithstanding anything to the contrary in this Agreement, XLTMS shall not be liable or responsible for errors or omissions arising from XLTMS's reliance upon CLIENT's instructions or incorrect or incomplete information, designations, elections, or instructions provided by CLIENT. Unless liability was caused solely and directly by XLTMS's negligence or misconduct, XLTMS is not responsible to CLIENT for any claims asserted by CLIENT's Employees or Freelancers that relate to any duty or obligation owed by CLIENT. XLTMS and CLIENT have no responsibility for any other employer activities and responsibilities related to the employees of the other entity other than as specifically set forth in this Agreement.

A. XLTMS shall function as an agent for CLIENT and in the capacity of agent shall be responsible for all usual and customary administrative functions related to human resources administrative and payroll services requested and directed by CLIENT as set forth in this Agreement. As such, the Parties agree that XLTMS's duties include the following:
    i. Complying with the administrative and filing requirements of all laws, statutes, ordinances, orders, rules, and regulations of the federal, state, county, city, and local governmental authorities, and with functionally equivalent entities outside of the United States, that relate to the payroll functions and human resource services that XLTMS has agreed to provide to CLIENT's Identified Personnel pursuant to this Agreement, and the payment of any and all fees associated therewith.

ii. Compensating the Identified Personnel retained by CLIENT pursuant to this Agreement and the instructions from CLIENT and administering payroll at the wage rate, terms and conditions established by CLIENT, including hourly rate, daily rate, any overtime and premiums / penalties, and withholding and disbursing any deductions legally required to be made for specifically Identified Personnel (such as child support payments), and payment of related workers' compensation, insurance, tax withholding (including social security, federal and state taxes), federal and state unemployment insurance and similar taxes, and all other assessments, taxes, contributions, sums payable, pension, health and welfare plans or other Benefits under any legal requirements or any applicable CBAs (if any) with respect to the Identified Personnel. Payment of compensation to the Identified Personnel shall be made based upon the information and instructions provided to XLTMS by CLIENT and XLTMS's reliance thereon, and appropriate authorization from the involved Identified Personnel where necessary or appropriate (*e.g.,* direct deposit).

iii. Filing all necessary returns and reports in a timely manner with any government agency or entity with respect to any of the foregoing and providing evidence of having done so at the request of CLIENT.

iv. Preparing reports regarding XLTMS's Services and other information provided to XLTMS by CLIENT as requested by CLIENT, including reports necessary for CLIENT to make contributions regarding any multi-employer plan.

v. Reviewing appropriate identification and documentation received from CLIENT relating to each Identified Personnel engaged by CLIENT to confirm that the Identified Personnel is legally permitted to work in the United States or other jurisdiction as applicable.

vi. Investigating human resource and employment-related complaints ("Identified Personnel Complaints"), on behalf of and on an as needed / as requested basis, to be confirmed in writing by CLIENT, which have been brought by, or involve, Identified Personnel, and reporting progress, findings, and recommendations to CLIENT. However, resolution of Identified Personnel Complaints and decision-making relative to the different outcomes and/or recommendations presented shall be CLIENT's sole responsibility.

vii. Maintenance of relevant administrative, payroll and human resource records consistent with CLIENT direction and relating to Identified Personnel including tax documents, time records, and documentation and verification information.

viii. Provision of the current version of the ProCrewz® Mobile Application to CLIENT and its Identified Personnel, including XLTMS's on-boarding of personnel and training in use of the ProCrewz Mobile Application ("ProCrewz").

ix. Arranging for travel of Identified Personnel upon CLIENT's request and subject to CLIENT's reimbursement and Identified Personnel's reasonable cooperation. However, XLTMS makes no assurances or guarantees relative to the travel and travel services being provided by third-parties.

x. Causing Identified Personnel and Ancillary Personnel to review and acknowledge all CLIENT Policies prior to the start date of such Identified

Personnel or Ancillary Personnel.

xi. Upon CLIENT's request, and to the extent allowed by law and subject to Identified Personnel's written consent, XLTMS will arrange for criminal background investigations ("Criminal Background Check") and/or motor vehicle background checks ("Motor Vehicle Check") and/or drug and alcohol tests ("Drug Tests") (collectively, "Background Checks") on Identified Personnel using third-party services. XLTMS makes no assurances or guarantees as to the accuracy of any such third-party services or tests. XLTMS will conduct such Background Checks on behalf of CLIENT in accordance with all federal, state, and local laws, rules, regulations, ordinances, codes, and orders (collectively, "Laws"). XLTMS represents, warrants, and covenants that it shall be responsible for compliance with these Laws related to any Background Checks when arranged by XLTMS or one of its agents. XLTMS agrees that it shall fully defend, indemnify, and hold harmless, CLIENT and its parents, affiliates, subsidiaries, licensees, successors, and/or assignees from any and all claims, liabilities, complaints, or remedies due to third parties or arising or resulting from any alleged violation of the Labor/employment Laws relating to XLTMS's administration of the Background Checks requested by CLIENT. A sample of the scope and application criteria for Background Checks are set forth on Exhibit – Background Checks Scope and Criteria. CLIENT shall reimburse XLTMS for the cost and administration of such Background Checks.

xii. Notwithstanding any other provision of the Agreement, the Services provided for Freelancers shall be limited to 1099 invoice processing and processing of the appropriate tax documents related to same. Payroll/payment terms and schedules shall remain compliant with state and federal regulations as well as within XLTMS operational functions.

B. In addition to specific provisions contained herein concerning XLTMS's obligations, and for purposes of clarification, and other than as specifically set forth herein, XLTMS shall <u>not</u> be responsible for the following (which shall remain the sole responsibility of CLIENT):

i. Providing any Services for any Ineligible Personnel.

ii. Selecting, scheduling, supervising, managing, disciplining, the terms and conditions of engagement or employment of, or exercising any actual control of any kind over, Identified Personnel.

iii. Selecting or engaging replacement technical personnel in the event of Identified Personnel cancellations.

iv. Assuming any obligations under any CLIENT CBA, including obligations related to union or pension disputes or inquiries.

v. Claims involving allegations of negligent hiring/retention/training or vicarious liability regarding or relating to the Identified Personnel, whether arising from their job performance or non-job actions or omissions.

vi. Funding and/or float of payroll except as provided in this Agreement.

vii. Actual provision of employee benefits as opposed to administration and contracting with third-party benefit providers on behalf of CLIENT or its Identified Personnel (other than as specifically set forth in this Agreement);

viii. Contributions to any multi-employer plan for the Identified Personnel;

ix. Preparing, promulgating, or enforcing CLIENT's workforce policies or procedures or any other supervisory responsibilities or activities (all of which are expressly disclaimed).
x. Compliance with or instituting any mandatory personnel training as required under any jurisdiction's rules, regulations, or statutes.
xi. Compliance with any Labor Laws, including OSHA, or any other federal, state, or local health and/or safety laws or regulations related to the Venue at which CLIENT is performing its Business Activities.
xii. Accepting, receiving, or forwarding CLIENT's legal process, including summons, subpoenas, complaints, injunctions, or other legal process.
xiii. Providing any services or performing any duties other than as specifically set forth in this Agreement.
xiv. Rendering legal, tax, or accounting advice to CLIENT or CLIENT's Employees or Freelancers.

C. CLIENT shall be responsible for all engagement and employer functions, duties, and responsibilities relating to the Identified Personnel, other than the administrative and payroll duties specifically assumed by XLTMS under, and limited by, Paragraphs 2(A) and 2(B) of this Agreement. As such, CLIENT's functions, include but are not limited to:
i. Recruiting, screening, selecting, hiring, scheduling, managing, directing, supervising, disciplining, and all other terms and conditions of engagement or employment for all Identified Personnel.
ii. Selecting, recruiting, or retaining other entities, if desired, to provide Identified Personnel.
iii. Determining and directing the work, the hours to be worked, the manner in which the responsibilities of the Identified Personnel are fulfilled, evaluation of individual Identified Personnel, and other customary engagement or employer functions not assumed by XLTMS under this Agreement.
iv. Establishing and enforcing CLIENT's policies and procedures, including: anti-harassment, discrimination and retaliation policies; timekeeping; salary, wage, promotion, and advancement determination meal/rest break compliance; work safety compliance and enforcement;
v. Instituting and conducting any mandatory personnel policies and training required under local, state, or federal law;
vi. Classifying Identified Personnel (e.g., full vs part-time, exempt vs non-exempt, Employee, Freelancer) and complying with federal, state, and local wage and hour, meal and other work break requirements, Labor Laws, and mandatory employer posting requirements;
vii. Complying with and enforcing any laws, regulations or claims of any kind relating to the Venue, including those relating to, safety, injury, illness, or property damage.
viii. Timely transmitting to XLTMS accurate information and data necessary for XLTMS to provide its Services regarding the Identified Personnel. Such information shall include details and/or requirements set forth in any and all applicable Labor Laws and CBAs related to positions covered by such laws and/or the CBA, accurate time records, benefits, deductions and other payments to be made for or on behalf of the Identified Personnel ("Payment Information"). XLTMS shall process Payroll weekly, on every Friday, and

CLIENT shall electronically transmit Payment Information, including all approvals, to XLTMS no later than Friday by 3:00 PM Central ("Submission Deadline") for inclusion in the following Friday's Payroll processing. The Submission Deadline may be modified by written agreement of the Parties for convenience or to ensure compliance with applicable law and/or CBA.

ix. If CLIENT does not transmit Payment Information by the Submission Deadline, XLTMS may, but is not required to, process the Payroll based on the available information. Any pay discrepancies due to the late receipt of the Payment Information or approval after 3:00 p.m. by the Submission Deadline or due to any other reason shall be resolved as quickly as possible. Any and all liabilities associated with such late transmittal or transmittal of inaccurate information, each as a result of the CLIENT's acts or omissions, shall be the sole responsibility of CLIENT.

x. Promptly notifying XLTMS of discovery of any factor that would cause the individual to be deemed an Ineligible Personnel. Any such Ineligible Personnel shall not be included in the Services.

xi. Fully cooperating with any XLTMS investigation of Identified Personnel Complaints.

xiii. Reimbursement to XLTMS of all payments made in compliance with or associated hereunder, including with respect to any federal, state, or municipal law, as presently written, amended, or instituted during the Term of this Agreement concerning paid sick and/or family leave or other time-off requirements and/or similar obligations related to Identified Personnel.

xiv. Biometric Data. CLIENT shall not permit require or permit Identified Personnel to provide CLIENT or XLTMS or a third party with biometric data, including but not limited to a retina or iris scan, fingerprint, voiceprint, or scans of hand or face geometry, or any information, regardless of how captured, converted, stored or shared, based on an individual's biometric identifier used to identify an individual without obtaining regulatory required prior written consent from XLTMS and Identified Personnel.

xiii. CLIENT shall specify the Identified Personnel, as well as the desired frequency, scope, and terms of any Background Checks to be conducted on Identified Personnel, acknowledges XLTMS's use of a third-party background service, and shall reimburse XLTMS for the cost and administration of such Background Checks requested by CLIENT. CLIENT will act on the information provided as a result of the Background Checks in accordance with all Labor Laws. CLIENT represents, warrants, and covenants that it shall be responsible for compliance with these Laws related to any action taken by CLIENT regarding information provided from any Background Checks conducted by XLTMS or one of its agents at the request of CLIENT. CLIENT agrees that it shall fully defend, indemnify, and hold harmless, XLTMS and its parents, affiliates, subsidiaries, licensees, successors, and/or assignees from any and all claims, liabilities, complaints, or remedies resulting from any alleged violation of the Labor Laws arising from any decision, act, or omission by CLIENT or one of its agents as a result of the Background Checks.

D. For purposes of clarity and example, and not by way of limitation, unless otherwise specifically set forth herein:

i. Identified Personnel are solely under the employ or engagement, direction, supervision, and control of CLIENT;
ii. CLIENT shall have the sole authority to select, exclude, hire, or fire Identified Personnel;
iii. CLIENT shall have the sole authority to schedule, record the time worked, and supervise the Identified Personnel;
iv. CLIENT shall have the sole authority to establish, control, and modify the terms and conditions of engagement or employment of the Identified Personnel;
v. CLIENT shall have the sole authority to establish and modify the classification of and compensation paid to Identified Personnel;
vi. Identified Personnel are subject to CLIENT's policies, procedures, rules, and other requirements;
vii. CLIENT shall be solely responsible for all customary engagement or employer functions, other than the administrative and payroll functions set forth in this Agreement;
viii. CLIENT shall be solely responsible for compliance with all rules, laws and regulations related to the Venue (*e.g.,* safety rules, OSHA regulations, local governmental orders such as those occurring with a pandemic, and the like), and for assuring its employees, including all Identified Personnel are in compliance with same.
ix. XLTMS shall not, and shall not be deemed to, employ the Identified Personnel;
x. XLTMS has no authority to select, hire, or fire Identified Personnel;
xi. XLTMS shall not schedule, control, instruct, or supervise the Identified Personnel;
xii. XLTMS has no authority to establish or modify the terms and conditions of engagement or employment of Identified Personnel;
xiii. XLTMS has no authority to set or modify the classification of or compensation paid to Identified Personnel;
xiv. Identified Personnel shall not be subject to XLTMS's policies, procedures, rules, and other employee requirements, other than as required for the administration of XLTMS's human resource administrative and payroll duties;
xv. XLTMS shall not be responsible for any customary employer functions other than the human resource administrative and payroll functions set forth in this Agreement;
xvi. Employees or other personnel of XLTMS are solely under the employ, direction, supervision, and control of XLTMS;
xvii. CLIENT does not share or codetermine any matters governing the essential terms and conditions of employment of any employee or other personnel of XLTMS;
xviii. CLIENT will not have and does not exercise any actual or potential direct or indirect control over any employees or other personnel of XLTMS.

CLIENT acknowledges and agrees that the federal government, tribal governments, state governments or localities each may impose specific obligations pertaining to employee wage requirements, employee wage statements, overtime computation parameters, meal credit parameters,

industry requirements. paystubs, employer-employee disclosures, or other matters: and it is CLIENT's exclusive obligation to comply with applicable laws, rules, and regulations pertaining to CLIENT and/or its employees.

E. No Union Obligations. In the event any of the Identified Personnel engaged by CLIENT are subject to a CBA, CLIENT shall take all reasonable steps to ensure that XLTMS shall have no obligations related to such CBA, except as related to payments made by XLTMS in accordance with this Agreement and required under CBAs between CLIENT and the union(s) CLIENT further specifically acknowledges and agrees that XLTMS will be relying solely on information received from CLIENT concerning any payments required under a CBA and, as such, agrees that CLIENT shall be solely responsible for any costs, penalties, payments, and any other liabilities associated with union benefit and/or trust fund audits, inquiries, and reviews ("Audit"), unless such Audit arises from XLTMS's negligence. Notwithstanding the foregoing, XLTMS agrees that it will cooperate with CLIENT, at CLIENT's expense, in any such Audit. Neither XLTMS nor CLIENT shall cause the other Party or its personnel to be obligated to accept or affirm any union relationship or representation, any CBA, or other contractual obligations as a result of the Services provided under this Agreement. Nothing in this Agreement shall be interpreted to adopt or affirm any CBA between any Party and any labor organization. The Parties further recognize that grievances or other disputes may arise between CLIENT and any labor union, and that resolution or arbitration of disputes may result in unanticipated costs and/or expenses, such as back pay, additional overtime, arbitration costs, proceedings before the National Labor Relations Board, and the like. It is understood and agreed that CLIENT shall reimburse XLTMS for any of these costs and/or expenses, such as back pay, additional overtime, legal fees, arbitration fees, costs, or court or administrative costs incurred in such dispute, unless such costs and/or expenses solely result from, or are attributable to, acts of XLTMS.

F. No Joint Employer Relationship. The duties and responsibilities of each Party under this Agreement are separate and distinct and the Parties expressly acknowledge and agree that: (a) neither Party is a joint employer with the other; (b) neither Party has any control or supervisory authority over the employees of the other Party (*e.g.,* the authority or right to hire, terminate, discipline, schedule, or otherwise affect the employment terms and conditions of the other Party's employee); (c) each Party will be solely responsible for conducting and managing their own labor relations; and (d) each Party shall be responsible for compliance with any and all federal, state and local laws applicable to the operation of their respective businesses. The Parties further acknowledge and agree that the obligations of XLTMS are limited solely to those which are expressly contained herein and, specifically, that XLTMS shall have no rights or responsibilities related to scheduling, hiring, supervising, evaluating performance, disciplining, terminating and other similar employer functions.

G. Additional Services. Notwithstanding anything contained herein to the contrary, the Parties agree that upon CLIENT's request, and written agreement of the Parties, XLTMS may accept appointment by CLIENT as a Special Agent

for CLIENT and as such may act in a limited capacity on behalf of, and upon direction of CLIENT with respect to a particular, individual, or series of specifically designated set(s) of instructions. XLTMS's actions as CLIENT's Special Agent are limited to the bounds of the authority expressly granted by CLIENT and to actions specifically requested and authorized by CLIENT. XLTMS cannot bind CLIENT beyond the scope of authority granted as a Special Agent of CLIENT. In the capacity of Special Agent, XLTMS may provide certain additional services or functions ("Additional Services") including:

i. Facilitating and transmitting instructions from CLIENT to Identified Personnel concerning specific Event details, such as schedule, arrival time, position assignment and the like. All specific information to be communicated by XLTMS shall be determined by CLIENT, and XLTMS will serve solely as a conduit to facilitate such communication with the Identified Personnel.
ii. Assisting in identifying and recruiting personnel for review and possible engagement or employment by CLIENT.
iii. Upon adequate advance notice, XLTMS will arrange for the administration of COVID-19 testing, screening, tracking and related administrative functions of Identified Personnel.
iv. Upon adequate advance notice, XLTMS will administer and arrange for training services. Training services may include training in Sexual Harassment Prevention, COVID Prevention, OSHA compliance, and others, and will include registration, tracking and related administrative functions for Identified Personnel.

In consideration for XLTMS's agreement to act as CLIENT's Special Agent to assist CLIENT with Additional Services as requested, CLIENT agrees to pay an Additional Services Fee to XLTMS as set forth on the relevant Estimate for such Additional Services. CLIENT expressly acknowledges that any Additional Services Fee represents compensation for activities that are beyond the human resource administrative and payroll scope of services provided by XLTMS for CLIENT under this Agreement.

6. <u>Request for Services and Compensation</u>. CLIENT shall identify the specific Identified Personnel to be included in the Services provided by XLTMS, the classification of such Identified Personnel (e.g., full time vs part time Employee, exempt vs non-exempt, Employee, Freelancer) and compensation for such Identified Personnel. Prior to being included in the Services, any request for specific Identified Personnel to be included in the XLTMS Services from a CLIENT-authorized representative must be submitted to XLTMS in a format acceptable to and must be accepted by XLTMS. Nothing in this Agreement will be construed as requiring XLTMS to accept any Identified Personnel for inclusion in XLTMS's Services.

A. The Parties expressly acknowledge and agree that CLIENT will provide XLTMS with as much advance notification as is reasonably possible of its request(s) for inclusion of Identified Personnel in the Services, and that Services will not be provided to any individual until the individual completes XLTMS's regular onboarding and clerical requirements.

B. The compensation which shall be due to XLTMS in consideration of its Services is set forth on the applicable SOW.

C. (USE IF NO ADVANCE) XLTMS will invoice CLIENT via electronic communication no later than five (5) business days prior to issuance of Payroll to the Identified Personnel and such invoice shall be due and payable no later than forty-eight (48) hours prior to XLTMS's issuance of Payroll to the Identified Personnel. Upon request, XLTMS shall provide backup documentation and detail, including deductions, overtime, and applicable fees. Payment to XLTMS shall be made via wire transfer, ACH, or other method acceptable to XLTMS. CLIENT agrees that no payment to the Identified Personnel will be made until payment in full is received by XLTMS.

D. (USE IF ADVANCE) During the Term of this Agreement, unless this Agreement is terminated in accordance with Section 7, CLIENT will provide an Advance to XLTMS via ACH on or by the 1st day of each month in the amount set forth in the applicable statement of work and/or purchase order for that given month as an advance for any Compensation that may become due to XLTMS pursuant to this Agreement. By the 7th day of the following month, XLTMS will send a detailed invoice to CLIENT providing an accounting of the Compensation due under this Agreement for the Services rendered during the prior month. In this invoice, XLTMS shall apply a credit for any Advance received during that month. After applying the credit, XLTMS shall calculate the total remaining amount due or the total amount overpaid by the Advance made pursuant to this section. If the result is an outstanding balance of Compensation due to XLTMS, CLIENT shall provide full payment of the outstanding balance within fifteen (15) business days of receiving the invoice. If the result is an overpayment to XLTMS, XLTMS shall first credit the overpayment to any amounts due XLTMS from CLIENT and then remit any remaining overpayment to CLIENT via ACH within fifteen (15) business days of the date of the invoice. Upon request, XLTMS shall provide backup documentation and additional detail, including deductions, overtime, and applicable fees.

E. CLIENT's obligation to make full payment to XLTMS pursuant to this Agreement shall be construed as independent of any other obligation contained herein and failure to timely make such payment shall constitute a breach of this Agreement.

7. <u>Affordable Care Act / Paid Sick Leave</u>.

A. XLTMS agrees and acknowledges that it shall be fully responsible for administrative, monitoring, and record keeping obligations relating to applicable Identified Personnel under Section 4980H of the Internal Revenue Code (the "Code") and the regulations thereunder ("Section 4980H"), and any other similar federal, state, or local law, and for complying with the reporting requirements of Sections 6055, if applicable, and 6056 of the Patient Protection and Affordable Care Act (collectively, the "ACA").

B. During each calendar month in which XLTMS provides Services: (1) XLTMS will administer and provide required reports for the health care contributions made and/or minimal essential coverage (in accordance with the requirements of the

ACA) offered to Identified Personnel by CLIENT in connection with Identified Personnel who are considered full-time Employees, within the meaning of Section 4980H, and otherwise qualify for access to a minimum essential coverage plan; or (2) for Identified Personnel subject to a CBA, XLTMS will administer and provide required reports for the contribution on behalf of such Identified Personnel, in accordance with the terms of a CBA, to a multiemployer health plan that provides minimum essential coverage to the Identified Personnel and his or her dependents and that is "affordable" and provides "minimum value," each as determined in accordance with the requirements of the ACA. CLIENT will be responsible for the required contributions to any multi-employer plan for the Identified Personnel.

C. XLTMS shall maintain records on data supplied to it by CLIENT relating to the administrative, monitoring, and record keeping obligations for Identified Personnel under applicable state or local statutes identified by CLIENT concerning paid sick leave or paid time off requirements (collectively "PSL"). All liability for the accuracy of the information provided by CLIENT to XLTMS shall be the responsibility of CLIENT.

D. In order to facilitate the provision of XLTMS's obligations relating to the ACA and PSL, CLIENT will provide XLTMS with the details and application of its current PSL policies, as well as with CLIENT's applicable historical data on ACA creditable hours worked, and PSL accrued, for Identified Personnel through the Commencement Date ("CLIENT Data"). The Parties expressly acknowledge and agree that XLTMS shall be entitled to rely on the accuracy and timely receipt of this information from CLIENT in order to provide such ACA and PSL for Identified Personnel.

E. As additional consideration for the promises, obligations, and all other matters in this Agreement related to ACA and PSL, CLIENT will pay XLTMS the ACA/PSL fee as set forth on the applicable SOW.

F. Subject to the provisions in this Agreement, including the provision of accurate and timely CLIENT Data and payment of the ACA/PSL fee, XLTMS shall indemnify, defend, and hold harmless CLIENT, its parents, affiliates, subsidiaries, licensees, successors and assignees and each of their respective officers, directors, partners, shareholders, employees, agents, and representatives from any losses, damages, claims, demands, liabilities, suits, judgments, settlements, costs, and expenses arising solely out of XLTMS's breach of its administrative, monitoring, and record keeping obligations relating to ACA or PSL. CLIENT shall indemnify, defend, and hold harmless XLTMS, its parents, affiliates, subsidiaries, licensees, successors and assignees and each of their respective officers, directors, partners, shareholders, employees, agents, and representatives from any losses, damages, claims, demands, liabilities, suits, judgments, settlements, costs, and expenses arising solely out of CLIENT's failure to timely provide information or failure to provide accurate information upon which XLTMS relies in performing and providing its Services and which, in each instance, is material.

8. <u>Confidentiality / Intellectual Property</u>.

A. In the course of performing Services, each Party may acquire confidential

information of the other. As a condition of each Party's release of confidential information to the other, each Party agrees that beginning on the Effective Date of this Agreement and continuing for five (5) years after termination of this Agreement for any reason, each Party agrees not to disclose any information that such Party is informed or reasonably should know is confidential or proprietary information, received in the course of performing its obligations under this Agreement (except to its employees or any independent contractors as may be necessary to effect the purposes of this Agreement; *provided, however*, that such Party shall inform such personnel of the confidential nature of the information and such Party agrees to be responsible for any breach of these confidentiality provisions by such employees or independent contractors), including any information regarding CLIENT's (including its parents, subsidiaries and affiliates) strategies and plans, advertising campaigns, programs, talent and personnel. The Parties specifically agree that this Agreement, and the terms and conditions contained in this Agreement, specifically including the unique economic terms extended to CLIENT by XLTMS, shall remain confidential between the Parties unless waived in writing by both Parties. The Parties specifically covenant and agree that each Party shall not disclose this Agreement, or any of the exhibits, including any applicable SOW (collectively, the "Confidential Information"), to any other person or entity for any reason, including any disclosure given with the intent of obtaining competing service bids or proposals. The Parties will promptly notify the other Party of any request or requirement, including the terms and circumstances thereof, arising with any judicial or other proceeding or regulatory inquiry for such Party to disclose all or any portion of the Confidential Information. If such Party fails to obtain a protective order or other injunctive relief and, in the opinion of such Party's legal counsel, is required by applicable law or regulatory authority to disclose such Confidential Information, then such Party may disclose only that portion of the Confidential Information which is required to be disclosed.

B. Any use by a Party of the other Party's logo or name or other intellectual property in connection with any publicity or marketing, including all press releases, but excluding acknowledging the Parties' relationship, must receive the other Party's prior written approval no less than fourteen (14) days prior to any such use or dissemination.

C. XLTMS acknowledges and agrees that the product resulting from the Services (which includes, without limitation, the product of CLIENT Business Activities) (collectively, the "Works") are, and will be treated for all purposes as, "works made for hire" under US and international copyright laws. XLTMS acknowledges and agrees that, as between CLIENT and XLTMS, CLIENT will own all property rights (including copyright), title and interest in such Works, and has the exclusive right, in perpetuity, to use and exploit those Works and any element of the Works in any manner it may determine, including the right to change, alter, revise, edit, dub, add to and subtract from (or combine or use with any other material) the Works and any components of any of them, in CLIENT's sole discretion, as well as the right to combine the Works and/or elements thereof with material furnished or created by others. XLTMS hereby expressly waives any so-called "moral rights of authors" now or hereafter recognized. XLTMS agrees that upon creation of each element

of each Work, ownership as between the Parties of all US and international copyrights and all other intellectual property rights in each element of each Work will be automatically assigned to CLIENT, its successors and assigns. XLTMS may not use or authorize anyone else to use the Works for any purposes.

D. XLTMS Management Platform ("ProCrewz"®). At CLIENT's request and subject to the terms of this Agreement, XLTMS will arrange for CLIENT to have access to and the use of the current version (as of the Effective Date) of XLTMS's proprietary and patented suite of management tools ("ProCrewz"®). For use during the Term, and only with respect to the Services, XLTMS grants CLIENT the nonexclusive, royalty-free, fully paid license and right to access and use, and to permit each Authorized ProCrewz User to access and use, ProCrewz for its intended purpose, in accordance with the terms, conditions, and restrictions now, or in the future, established by XLTMS. CLIENT shall not, and shall not authorize or permit any Authorized ProCrewz User to: (a) rent, loan or re-license rights to access and/or use ProCrewz (except as specifically provided herein); (b) modify, disassemble, decompile, or reverse engineer software included as part of ProCrewz; (c) share identification or password codes with persons other than Authorized ProCrewz Users or permit CLIENT's account to be accessed by individuals who are not Authorized ProCrewz Users; or (d) use ProCrewz in any way not expressly permitted by this Agreement.

Any access to or use of ProCrewz by CLIENT is provided by XLTMS on an "as-is" and "as available" basis. To the full extent permissible by applicable law, XLTMS disclaims all warranties, whether express or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose, title, system integration, and noninfringement. To the extent that ProCrewz does not have the functionality to accommodate or address CLIENT's particular needs, instruction, or issue, XLTMS's exclusive obligation to the CLIENT shall be to inform the CLIENT that such functionality is not currently available with the XLTMS technology.

CLIENT shall be responsible for all activities that occur under CLIENT's ProCrewz account and for all actions of CLIENT or its Authorized ProCrewz Users in connection with the use of ProCrewz. CLIENT shall notify XLTMS of any unauthorized use of CLIENT's passwords or account or any other breach, or attempted breach, of security that is known or suspected by CLIENT. CLIENT agrees that ProCrewz is valuable intellectual property that is being provided to CLIENT at the request of CLIENT and as part of this Agreement and that all use of, and access to, ProCrewz by CLIENT, as described in this Agreement, shall terminate contemporaneously with the termination of this Agreement for any reason.

ProCrewz® (including the ProCrewz Software), and related documentation are confidential, proprietary and patented products and information of XLTMS and are protected by applicable patent, trade secret, copyright, and other laws. XLTMS retains all title and ownership in and to ProCrewz, the ProCrewz Software, and the related Documentation and all subsequent copies and versions thereof, regardless of the form or media in or on which the original and other copies may exist, as well

as to all modifications created by XLTMS or any other party, along with all copyrights, trade secrets, patent rights, trade names, trademarks, service marks, trade dress, and any other intellectual property rights embodied therein or associated therewith ("XLTMS Rights"). CLIENT will take all reasonable measures to protect and will not take any action which could prejudice or impair XLTMS Rights in and will not challenge or contest the validity of XLTMS's ownership of and will sign any documents and take any actions reasonably required by XLTMS to confirm, as between XLTMS and CLIENT, XLTMS's complete and exclusive ownership of, the XLTMS Rights. Except as expressly provided herein, CLIENT is not granted nor does CLIENT obtain any right under any of XLTMS Rights.

US Government Rights. Each of the ProCrewz Documentation and the software components that constitute the Services is a "commercial product" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if CLIENT is an agency of the US Government or any contractor therefor, CLIENT only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

9. Insurance. Each Party will acquire and maintain the insurance coverage and limits set forth on Exhibit – Insurance, effective upon full execution and tendering of this Agreement between both Parties. All such insurance shall be provided pursuant to the terms of this Agreement and the applicable policy(ies) and shall be issued by reputable insurers rated "A" or better by A.M. Best and Co., and shall name the other Party, to the extent possible, as additional named insureds. Each Party shall, upon request, promptly furnish the other Party with a binder of coverage or an endorsement.

Note: Both Parties expressly acknowledge that the provisions contained in this section, "Insurance," shall only be effective as of, and after, but not before, the date this Agreement is fully executed by both Parties.

10. Term and Termination. The Effective Date, Expiration Date and Renewals, if any, (collectively, "Term," and subject to the termination provisions below) shall be as set forth on the Signature Page.

CLIENT shall be entitled to terminate this Agreement: (i) as specifically set forth herein, including XLTMS's breach of this Agreement; or (ii) if any representation or warranty of XLTMS shall be untrue in any material respect and such defect, if curable, is not cured within fifteen (15) days after written Notice from CLIENT. CLIENT's right to terminate this Agreement in any such instance shall be in addition to any other rights or remedies it may have at law or equity under this Agreement. In such event, XLTMS shall receive payment only for the Services that are completed in accordance with this Agreement on or before the date of termination.

XLTMS shall be entitled to terminate this Agreement: (i) as specifically set forth herein, including CLIENT's breach of this Agreement; or (ii) if any representation or warranty of CLIENT shall be untrue in any material respect and such defect, if curable, is

not cured within fifteen (15) days after written Notice from XLTMS; or (iii) if CLIENT discontinues the use of the Services for two or more pay periods. XLTMS's right to terminate this Agreement in any such instance shall be in addition to any other rights or remedies it may have at law or equity under this Agreement.

Either Party may terminate this Agreement immediately if the other Party materially breaches its obligations or fails to maintain the insurance required under this Agreement.

The Parties recognize that an important element of the relationship contemplated by this Agreement is regular and meaningful dialogue between the Parties and agree that any specific issues or concerns that arise during the Term will be promptly discussed in good faith and the Parties will negotiate any required changes, including modifications of the terms of this Agreement, in good faith.

A Party's right to terminate this Agreement in any such instance: (a) shall be in addition to any other rights or remedies it may have under this Agreement; and (b) shall not relieve the Party from its obligation to pay for Services rendered prior to termination.

11. <u>Indemnification</u>.

XLTMS will at all times indemnify, defend, and hold harmless CLIENT, its parents, affiliates, subsidiaries, licensees, successors and assignees and each of their respective officers, directors, partners, shareholders, employees, agents, and representatives from and against any Third-Party Claim, unfair labor practice charge or allegation, cost, penalty, demand, liability, damage, or judgment, including reasonable attorneys' fees and court costs, arising solely out of or in connection with:

(i) any acts or omissions of XLTMS or any of XLTMS's employees or any other person retained by XLTMS, in connection with the performance of the Services (or any element thereof) as set forth in, and limited by Paragraph 2(A-B);

(ii) any claim against CLIENT by any employee of XLTMS for any violation of the Labor Laws or any other law, rule, or regulation, which violation arises from the Services agreed to be provided by XLTMS in Paragraph 2(A);

(iii) XLTMS's (or its parents, affiliates, subsidiaries, licensees, successors, and/or assignees) failure or refusal to bargain or other action or inaction and the effects of any such failure or refusal involving any bargaining agent representing XLTMS's employees;

(iv) XLTMS's breach of any representation, warranty or other obligation or provision hereof that is material to the Services provided by XLTMS pursuant to this Agreement;

(v) any claim of any taxing authority for income, payroll, and/or employment taxes as a result of XLTMS's failure to pay or erroneous payment pursuant to this Agreement, which failure was not caused by CLIENT's provision of inaccurate or untimely information or classification; and/or

(vi) any negligent act or tortious act of XLTMS, XLTMS's employees, agents, licensees, officers, affiliates, successors, or assigns in connection with XLTMS's provision of Services or obligations under this Agreement. However, the following shall not constitute XLTMS's negligence, breach, tortious act, or wrongdoing, whether independently or alleged as a contributing or concurrent cause: (a) XLTMS's failure to detect or prevent any fraud by CLIENT's employees or agents; or (b) XLTMS's reliance on data or direction provided by CLIENT to XLTMS that contains inaccuracies or errors; and/or (c) XLTMS's acts or omissions in furtherance of, or compliance with CLIENT's instructions.

For the avoidance of any doubt and solely for purposes of clarification, XLTMS's

indemnification obligations shall not extend to any acts or omissions of CLIENT or any employee of CLIENT, including any Identified Personnel.

CLIENT will at all times indemnify, defend, and hold harmless XLTMS, its parents, affiliates, subsidiaries, licensees, successors, and assignees each of their respective officers, directors, partners, shareholders, employees, agents and representatives from and against any Third-Party Claim, unfair labor practice charge or allegation, cost, demand, liability, damage or judgment, including reasonable attorneys' fees and court costs, arising out of or in connection with:

(i) any acts or omissions of CLIENT or any of CLIENT's employees, including any Identified Personnel, or any other person retained by CLIENT relating to the responsibilities of CLIENT outlined in Paragraph 2(C), including the selection, retention, supervision, or termination of the Identified Personnel; the work performed by the Identified Personnel (or any element thereof); and/or claims relating to or arising from activities or violations of any Labor Laws, including health or safety laws, at the Venue;

(ii) any claim by any employee of CLIENT against XLTMS involving wage and hour violations including those arising from the employment misclassification of that employee, including misclassification as a Freelancer, exempt employee, etc.;

(iii) any claim by any employee of CLIENT against XLTMS for any violation of the Labor Laws except for those violations arising directly from the administrative or payroll services undertaken pursuant to Paragraph 2(A) of this Agreement or attributable to a decision, act, or omission by XLTMS or XLTMS's employees, agents, officers, affiliates, successors, or assigns that was not directed by CLIENT;

(iv) any claims against XLTMS arising from the responsibilities undertaken by and reserved to CLIENT pursuant to Paragraph 2(C);

(v) any claims against XLTMS arising from or due to the provision of materially inaccurate, incomplete, or untimely information by CLIENT to XLTMS of any classification or Payment Information or payments necessary for XLTMS to complete its Services, including those claims related to XLTMS's issuance of Payroll to Identified Personnel;

(vi) any claims against XLTMS related to the content of the product of CLIENT's Business Activities;

(vii) any claims against XLTMS arising from any human resource investigation or dispute resolution activity by XLTMS pursuant to this Agreement, unless such claim was proximately caused by the negligence of XLTMS;

(viii) CLIENT's (or its parents, affiliates, subsidiaries, licensees, successors, and/or assignees) failure or refusal to bargain with any labor organization, or other action or inaction, and the effects of any such failure or refusal involving any labor organization claiming to represent the Identified Personnel;

(ix) CLIENT's material breach of any representation, warranty or other obligation or provision hereof or arising out of this Agreement;

(x) any claim of any taxing authority against XLTMS for income, payroll, and/or employment taxes as a result of a direction, decision, act, or omission made by CLIENT;

(xi) any claim or liability against XLTMS arising from CLIENT's material violation of law, which is not attributable to XLTMS's negligence, or any criminal act of CLIENT or its employees or agents;

(xii) any negligent act or tortious act of CLIENT in connection with CLIENT's obligations under this Agreement; and/or

(xiii) any claim against XLTMS based on damage to equipment by Identified Personnel which is not attributable to XLTMS's negligence.

A Party seeking a defense and/or indemnification will give the indemnifying Party prompt written Notice of any action to which indemnity may apply. Failure to give such prompt Notice will relieve the indemnifying Party of its indemnification and/or defense obligations to the extent that such failure has prejudiced the indemnifying Party's defense of such claim or litigation. A Party's indemnity and/or defense obligation shall only arise from the date of tender or notice. So long as there is no reservation of rights relative to the defense and/or indemnity, the indemnifying Party has the right to assume and fully control the defense of any potentially indemnified claim or litigation with counsel acceptable to the indemnified Party, and the indemnified Party will cooperate fully (at the cost of the indemnifying Party) in any defense and in the settlement of such claim or litigation. However, any reservation of rights shall warrant the retention of independent counsel of the indemnified Party's choosing; such retention will be subject to reasonable attorney fee rates as determined by the venue in which the dispute arises.

(a). Direct Claims. Any claim by an Indemnified Party on account of a Loss which does not result from a Third-Party Claim (a "Direct Claim") and as to which the Indemnified Party determines to seek indemnification hereunder will be asserted by the Indemnified Party giving the Indemnifying Party prompt written notice thereof. Failing to give such prompt written notice will not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party is materially prejudiced by such failure. Such notice by the Indemnified Party will describe the Direct Claim in reasonable detail, will include copies of all material written evidence thereof and will indicate the estimated amount, if reasonably estimable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party will have 30 days after its receipt of such written notice to respond in writing to such Direct Claim. If the Indemnifying Party does not so respond within such 30-day period, the Indemnifying Party will be deemed to have rejected such claim, in which case the Indemnified Party will be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

(b). Third-Party Claims. If any Indemnified Party receives notice of the assertion or commencement of any claim or other Legal Proceeding made or brought by any Person who is not a Party or an Affiliate of a Party or a representative of the foregoing (a "Third-Party Claim") against such Indemnified Party with respect to which the Indemnified Party seeks to receive indemnification from the Indemnifying Party, the Indemnified Party will give such Indemnifying Party written notice thereof promptly. Failing to give such prompt written notice will not, however, relieve such Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party is materially prejudiced by such failure. Such written notice by the Indemnified Party (a "Third-Party Claim Notice") will describe the Third-Party Claim in reasonable detail, will include copies of all material written evidence thereof and will indicate the estimated amount, if reasonably estimable, of the Loss that has been sustained by the Indemnified Party. The Indemnifying Party will have the right, by giving written notice, within 30 days after receipt of such Third-Party Claim Notice, to the Indemnified Party in which it confirms the Indemnifying Party's responsibility to indemnify and hold harmless the Indemnified Party for the Third-Party Claim (subject to the limitations set forth in this Agreement), to participate in or assume the defense of the Third-Party Claim covered by such Third-Party Claim Notice, at the Indemnifying Party's expense and by the Indemnifying Party's own

counsel, and the Indemnified Party will cooperate in good faith in such defense. The Indemnified Party will have the right, at its own cost and expense, to participate in the defense of any Third-Party Claim with counsel selected by it, subject to the Indemnifying Party's right to control the defense thereof (except that if the Indemnified Party has been reasonably advised by counsel that a conflict exists between the Indemnified Party and the Indemnifying Party that would make separate representation advisable, such costs and expenses will be subject to indemnification under this Agreement).

(c). Settlement of Third-Party Claims. Notwithstanding any other provision of this Agreement, the Indemnifying Party will not enter into a settlement of any Third-Party Claim without the prior written consent of the Indemnified Party (which consent will not be unreasonably withheld, delayed or conditioned). If a firm offer is made to settle a Third-Party Claim without leading to civil or criminal liability or the creation of a financial or other obligation on the part of, or the imposition of injunctive relief upon, the Indemnified Party or any of its Indemnities and provides for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third-Party Claim, and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party will give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third-Party Claim and the maximum liability of the Indemnifying Party as to such Third-Party Claim will not exceed such settlement offer. If the Indemnified Party fails to consent to such firm offer and fails to assume the defense of such Third-Party Claim, the Indemnifying Party may settle such Third-Party Claim upon the terms in such firm offer to settle such Third-Party Claim. If the Indemnified Party has assumed the defense of a Third-Party Claim under this Agreement, it will not agree to any settlement without the prior written consent of the Indemnifying Party (which consent will not be unreasonably withheld, delayed or conditioned).

Note: Both Parties expressly acknowledge that the provisions contained in this section, "Indemnification," shall only be effective as of, and after, but not before, the date this Agreement is fully executed by both Parties.

12. Representations, Warranties and Covenants. Each Party represents, warrants and covenants to the other Party that: (i) it is duly organized, validly existing and in good standing with full power and authority to transact and conduct its business as it is presently being conducted; (ii) it has and will continue to have the right to enter into and fully perform this Agreement; (iii) it has not entered, and will not enter, during the Term of this Agreement, unless this Agreement has been terminated in accordance with Section 7, any arrangement which would preclude, interfere with, or hinder the full performance of its obligations hereunder with respect to the subject matter of this Agreement; and (iv) that each is an equal opportunity employer and does not, and will not, discriminate against any candidate, applicant, employee, or Identified Personnel on the basis of race, color, religion, sex, national origin, age, veteran or military status, disability unrelated to the essential functions of a job, or any other basis prohibited by federal, state or local law.

XLTMS warrants, represents and covenants that: (i) it will not violate any law, regulation or contractual obligation by entering into this Agreement or performing the Services, including Labor Laws applicable to the Services provided by XLTMS; (ii) it is not subject to any obligation or disability and has not made and will not make any grant

or assignment which can, will or may prevent or interfere with the full performance of its obligations hereunder, or conflict with or impair the complete enjoyment of the rights and privileges granted CLIENT hereunder; (iii) it will do nothing to interfere with or impair CLIENT's rights in this Agreement; (iv) it will not make any statement or representation of any kind, other than to CLIENT's employees or Identified Personnel, regarding the engagement, employment, or non-employment of Identified Personnel by CLIENT; (v) when providing Services it will do so in a workmanlike manner and with professional diligence and skill; and (vi) it will provide to CLIENT upon request any documents that confirm XLTMS has obtained the necessary rights to perform this Agreement. XLTMS makes no representations or warranties beyond those related to its provision of the Services and expressly makes no representations concerning the classification, appropriateness, or suitability of any Identified Personnel, or as to the ability of any Identified Personnel to perform their assigned responsibilities or to the satisfaction of CLIENT.

CLIENT warrants, represents and covenants that: (i) it has selected the Identified Personnel based upon CLIENT's sole determination and that CLIENT is solely responsible for all decisions related to strategic, operational, or other matters concerning CLIENT Business Activities, including the selection, supervision and scheduling of the Identified Personnel; (ii) it will be solely responsible for the implementation and enforcement of any and all Labor Laws related to the Identified Personnel (except as included in XLTMS's Services), including timely providing Payment Information as required under applicable law and/or a CBA such that XLTMS can timely issue Payroll to Identified Personnel; and (iii) it will provide XLTMS with any and all documentation necessary for XLTMS to perform its Services, including documentation related to the jurisdiction (such as CBAs) and individual Identified Personnel identification, such as name, address, social security number, position to be filled, dates of assignment and work, and the like which XLTMS requires for performance of its Services. CLIENT expressly acknowledges that XLTMS neither selects nor controls the location in which Identified Personnel will perform duties and agrees that, as between CLIENT and XLTMS, CLIENT shall be solely responsible for compliance with any and all laws, orders, rules and regulations, whether local, state or federal, associated in any manner with the Venue ("Venue Rules"), including those which concern safety violations, illness (such as a pandemic), property damage, and/or mental or physical injury, and shall indemnify XLTMS for any claims against XLTMS arising from an alleged violation of such Venue Rules.

13. **Limited Liability**. **LIMITATION OF LIABIILITY. EXCEPT WITH REGARD TO INDEMNIFICATION OBLIGATIONS, THE PARTIES MUTUALLY AGREE THAT IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY EXPEMPLARY, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, BY STATUTE OR UNDER ANY QUASI-CONTRACTUAL THEORY OF LIABILITY, OR ANY OTHER LEGAL THEORY, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF GOODWILL, PRIVACY ACT OR DATA BREACH, OR OTHER ECONOMIC DAMAGES, EVEN IF ADVISED OF THE POSSIBIILTY OF SUCH LOSS OR DAMAGE. NEITHER PARTY'S LIABILITY FOR DAMAGES OR INDEMNITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WILL EXCEED, PER CLAIM, THE MAXIMUM FINANCIAL AMOUNT COVERED BY APPLICABLE INSURANCE COVERAGE, OF WHICH THE PARTIES MUTUALLY AGREED UPON**

AS REFERENCED IN THIS AGREEMENT AND ITS CORRESPONDING INSURANCE EXHIBIT. NEITHER PARTY LIMITS ITS LIABILITY FOR ECONOMIC DAMAGES RESULTING FROM FRAUD, PERSONAL INJURY OR DEATH CAUSED BY ITS OWN SOLE NEGLIGENCE AND THIS CLAUSE DOES NOT APPLY TO SUCH LIABILITY.

14. Third-Party Beneficiaries. This Agreement is binding upon the heirs, legal representatives, successors and assigns of the Parties. The provisions of this Agreement, other than the indemnification provisions, are for the exclusive benefit of the Parties hereto and their heirs, legal representatives, successors, and assigns and are not intended to confer upon any third-party any rights, benefits, duties, obligations, remedies or interest of any nature or kind whatsoever under or by reason of this Agreement. XLTMS agrees that it may not assign this Agreement or any of the rights or obligations under this Agreement, other than to an XLTMS-affiliated entity or successor entity which acquires all, or substantially all, of the assets of XLTMS, without the prior written consent of CLIENT or Assignee, which consent shall not be unreasonably denied.

CLIENT's Right to Assign. Notwithstanding the foregoing, XLTMS agrees that CLIENT's rights and obligations under this Agreement may be assigned to, and assumed by, in one or a series of transactions, any entity which acquires all, or substantially all, of the assets of CLIENT (each such transaction a "First Assignee") or which subsequently acquires some or all of the assets of First Assignee (each a "Subsequent Assignee(s)") (collectively, "Assignee"). However, any such assignment shall not extinguish CLIENT's legal obligations under this Agreement in the event of a default by any Assignee.

15. Notices and Communications. Any notices required to be given under the terms of this Agreement ("Notice") shall be given to the persons and addresses set forth on the Signature Page (or as subsequently provided to the other Party), in writing and signed by or on behalf of the Party giving such Notice. Such notice shall be given by personal delivery, email with confirmed receipt, express mail courier with confirmed receipt or certified mail with confirmed receipt. The date of the giving of such notice shall be the date of such personal delivery or email, one (1) business day after mailing by express mail courier, or three (3) business days after mailing by certified mail; provided that in the event of conflict with the date of the written receipt then the date that the receipt was signed shall control. In the event Notice is provided by email, the party shall also transmit a copy of the Notice by regular mail unless an electronic email "read" receipt has been obtained from the recipient. For purposes of this Agreement, "business day" shall mean any day other than a Saturday, Sunday, national holiday, or other day on which Company is closed for business.

16. Force Majeure. Neither Party shall be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused by, directly or indirectly, forces beyond its control, including Acts of God or of the public enemy, acts of any local, county, state, federal or other government in its sovereign or contractual capacity, fires, floods, adverse weather or traffic conditions, epidemics, pandemics or other widespread outbreak of infectious disease, quarantines, restrictions, sabotage, acts of terrorism, acts of third-parties, strikes, work or job actions, or freight embargoes (each, a "Force Majeure Event"). A Force Majeure Event shall constitute an

excuse in performance of any obligation, condition or covenant of a Party contained in this Agreement, any warranties or guarantees made herein, or any amendment thereto, but only to the extent of the Force Majeure.

XLTMS will use commercially reasonable efforts to assist CLIENT where XLTMS is otherwise unable to provide the Services as required by this Agreement due to a Force Majeure Event. Notwithstanding the foregoing, a Force Majeure Event shall not constitute an excuse of CLIENT's obligation to compensate XLTMS for any and all amounts owed for Services completed and/or expenses (including expenses for booked travel) incurred by XLTMS for CLIENT.

17. Relationship of the Parties. XLTMS is not a general agent or employee of CLIENT. It is understood and agreed that XLTMS is acting as an independent contractor in the performance of Services hereunder. Nothing herein shall be deemed to create an employment or agency relationship between XLTMS and CLIENT, or between CLIENT and any of XLTMS's employees or subcontractors. XLTMS has no ability to bind CLIENT to any agreements or other obligations without CLIENT's prior written approval. This Agreement does not grant XLTMS any right or authority to, and XLTMS shall not, make any statements, representations, or other commitments on behalf of CLIENT not authorized herein without CLIENT's prior written approval. Nothing in this Agreement creates any partnership or joint venture. As between each other, each Party is fully responsible for all persons and entities it employs or retains.

No Right to the Other Party's Employment Benefits. Neither Party nor its employees, contractors, or agents shall be entitled to participate in or to receive any benefits from any benefit or welfare plans of the other Party or the other Party's affiliated entities, including, for example, medical, dental, vision, life insurance, accidental death and dismemberment insurance, pension, 401k, and other insurance or retirement plans, if any, as well as coverage under the other Party's affiliated entity's program.

18. Severability. If any one or more of the provisions contained herein for any reason are held to be invalid, illegal, overly broad, or unenforceable in any respect, such condition shall not affect any other provision. Instead, the provision shall be modified to the minimum extent necessary to permit enforcement, and, if such provision is not capable of modification, it shall be deleted and replaced with a substitute provision which as closely as possible effectuates the intent of the Parties as stated in this Agreement.

19. Counterparts. The Parties may execute this Agreement in any number of counterparts, each of which shall be deemed an original but all of which constitute one and the same instrument. A Party's signature may be delivered by email or other electronic medium and these signatures shall be treated in all respects as having the same force and effect as original signatures.

20. Construction. For purposes of this Agreement: (a) the word "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. Unless the context otherwise requires, references herein: (x) to Articles, Sections and Exhibits mean the Articles and Sections of, and Exhibits attached

to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. Both Parties agree that they are independent, sophisticated businesses, and have had the advice and counsel of attorneys of their choice in connection with this Agreement and all matters referred to herein, and have executed and delivered this Agreement freely, knowingly and of their own will and volition, after having received and duly considered such advice and counsel. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for clarity only and do not constitute substantive matters to be considered in construing the terms of this Agreement.

21. Exclusive Remedies. Except as otherwise specifically provided herein, the remedies set forth in this Agreement comprise the exclusive remedies available to either Party at law or in equity. XLTMS will not have the right to enjoin the exhibition, distribution, advertising, or exploitation of any CLIENT content, promotion, or advertising material resulting from XLTMS's Services.

22. Governing Law. The Parties acknowledge that the Services provided by XLTMS may occur in various jurisdictions throughout the United States and in various countries outside of the United States, and that it would be difficult, if not impossible, to administer an agreement which would be interpreted under such a large number of laws and jurisdictions. The Parties therefore specifically agree that this Agreement, and all obligations of the Parties arising hereunder, shall be governed, construed, and interpreted in accordance with the Uniform Commercial Code, and the laws of the State of Illinois, United States of America, without regard to its "choice of law" principles, which may require construction under the laws of a different jurisdiction. Subject to the below provisions concerning dispute resolution, the Parties consent to the jurisdiction of the state and federal courts of the State of Illinois in connection with any lawsuit, action or proceeding arising out of or relating to this Agreement.

23. Dispute Resolution. Except to the extent prohibited by law, any controversy or claim arising out of or relating to this Agreement, the applicability or interpretation of this Agreement, or the breach of this Agreement, shall be settled by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in effect. The demand for arbitration must be made promptly after the Party knew or should have known of the claim in no event after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by this Agreement or the applicable statute of limitations.

Any arbitration conducted hereunder shall be held before a single arbitrator at the offices of the AAA located in Chicago, Illinois, or at such other location as the Parties may agree. This Agreement to arbitrate shall be specifically enforceable and judgment upon the arbitrator's award may be entered in any court of competent jurisdiction. Any order issued, or judgment rendered by such court shall be entitled to full faith and credit and

shall be enforceable in all applicable jurisdictions.

Notwithstanding the foregoing, an action for injunctive relief (with bond in an amount no greater than $1,000.00) to enjoin a Party from the breach or threatened breach of the confidentiality and/or intellectual property provisions (including XLTMS's rights relating to ProCrewz®) contained herein may be brought in the courts of the State of Illinois and the courts of the United States located in the State of Illinois with venue in DuPage County, Illinois, and each Party waives any objection to such venue.

24. No Implied Waiver. Neither the waiver by a Party of a breach of or a default under any of the provisions of this Agreement, nor the failure of a Party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right, remedy or privilege hereunder, shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights, remedies or privileges hereunder. No failure or delay on the part of a Party in exercising any right, power, or privilege hereunder, and no course of dealing between the Parties, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. A waiver by any Party of any of the covenants, conditions, or contracts to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or contract herein contained. No change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against whom such change, waiver or discharge is sought to be enforced.

25. Survival. Any provision of this Agreement that logically would be expected to survive termination or expiration of this Agreement, including the provisions concerning timely full payment, confidentiality, ownership of works, and the provisions concerning indemnification shall survive for a time period reasonable under the circumstances whether or not such survival is specifically provided for elsewhere in this Agreement.

26. Entire Agreement, Modifications. This Agreement, including the attached Exhibits, constitutes the entire and complete agreement between the Parties and supersedes all prior agreements, including any agreements entered into, or statements made by either Party, in contemplation of this Agreement. There are no representations, inducements, promises, or agreements, oral or otherwise, among the Parties not embodied in this Agreement which are of any force or effect with reference to this Agreement or otherwise. This Agreement may not be modified in any manner except in a writing which includes both a specific reference to this provision and the provisions to be amended or modified and is duly executed by both Parties.

27. Time of the Essence. Time is of the essence of this Agreement.

Exhibit – Insurance

NOTE: Both Parties expressly acknowledge and agree that the Insurance coverage provision set forth in this Agreement and below shall only be effective as of, and after, but not before, the date this Agreement is fully executed and tendered by both Parties.

To the extent included below: Commercial General Liability, Automobile, and Excess/Umbrella policies shall include Additional Insured status and shall be Primary and Non-Contributory; Commercial General Liability, Automobile, Workers' Compensation, and Employer's Liability policies shall include a waiver of right of subrogation.

A. Commercial General Liability:
   Occurrence $1,000,000; Aggregate $2,000,000;
   Products / Completed Operations $2,000,000;
   Legal Liability $1,000,000;
   Personal & Advertising Injury $1,000,000;
   Medical Expense $10,000.

B. Automobile: Combined Single Limit $1,000,000;
   Uninsured Motorist $1,000,000;
   Underinsured Motorist $1,000,000;
   Hired & Non-Owned Liability $1,000,000.

C. Inland Marine:
   Property in Transit with limits of $100,000;
   Cameras with limits of $1,000,000.

D. Workers' Compensation:
   Each Accident $1,000,000;
   Disease Each Employee $1,000,000.

E. Crime:
   Theft, Counterfeit, Computer, Cyber $1,000,000.

F. D&O:
   Governance, Benefits, Fiduciary $1,000,000.

G. Professional & Media:
   Each claim $5,000,000;
   Cyber $5,000,000.

H. Foreign Liability:
   General Liability: Each Occurrence $1,000,000; Aggregate $2,000,000;
   Property $1,000,000;
   Workers Compensation $1,000,000;
   Auto Liability $1,000,000.

I. Excess/Umbrella: Each Occurrence $10,000,000.

Exhibit – Identified Personnel Information (Sample)

Identified Personnel Identification and Request for Inclusion in Services Or via agreed upon electronic bulk transmission of information.

CLIENT hereby requests the below listed individual/entity be included in the Services provided by XLTMS:

Minimum required information to be provided to XLTMS by CLIENT in order to facilitate Onboarding of Identified Personnel:

Name:

Last four digits of SS#:

Address:

Phone:

Email:

Classification (W-2 Employee, exempt/non-exempt, full/part time, Freelancer):

Other information as may be required or requested by XLTMS:

Exhibit - Background Checks Scope and Criteria

1. Backgrounds Checks may include all or part of the following screening:

    a. A criminal history check consisting of a federal and state check for felony and misdemeanor criminal convictions (or the equivalent hereof under relevant law) in all locations where the individual has resided, has been employed, or has attended school in the immediately preceding seven (7) years, and a check of U.S. Government Specially Designated National and export denial lists. This criminal history check shall include, to the extent available, a check for outstanding warrants and a check for pending felony and misdemeanor charges in all such locations. Statewide county searches shall be performed in all states where such search mechanism is available without requiring specialized data (such as fingerprints or DNA), and the National Criminal File database shall also be searched.
    b. A check against the National/State Sex Offender Registry (http://www.familywatchdog.us/ with no state selected) or the equivalent, to yield a national and all-states search.
    c. Drug testing may include a ten-panel urine analysis drug screen used to test for the presence of marijuana, cocaine, amphetamines, PCP, opiates/metabolites, barbiturates, benzodiazepines, propoxyphene, methadone and methaqualone. All specimens shall be tested at Department of Health and Human Services (DHHS)/Substance Abuse Mental Health Services Administration (SAMHSA)-certified labs, and the screening service shall include confirmation of all positive test results.
    d. Verification of the highest diploma, degree or certificate earned.
    e. Verification of employment history for the previous seven (7) years of employment and military service, except for any period therein in which the individual was a full-time student.
    f. The name to which the individual's Social Security Number is attributed will be verified.
    g. The individual's legal right to work in the jurisdiction in which the individual will be performing Services will be verified.
    h. For individuals who will be operating a motor vehicle, motor vehicle, records in all states of residence and employment for at least the previous three (3) years.

2. The following guidelines may be used in determining unsuitability for employment:
    a. The individual has been convicted or adjudicated guilty of a felony or misdemeanor involving theft or dishonesty (or the equivalent thereof under relevant law), or for whom a warrant is outstanding, or for whom a felony or misdemeanor involving theft or dishonesty charge is currently pending or is on a U.S. Government Specially Designated National (OFAC) or export denial list. The foregoing shall not apply to a conviction that has been legally expunged.

    b. The individual is on the national or any state Sex Offender Registry.
    c. The individual has a confirmed positive test result from the drug screening.
    d. The individual does not have the legal right to work in the jurisdiction in

which the individual will be employed.

e. If motor vehicle records will be checked because the employment will involve operating a motor vehicle, and the records review reveals any conviction or adjudication of guilt (or the equivalent thereof) within the immediately preceding three (3) years for a "serious" motor vehicle violation as defined below, or three (3) or more convictions or adjudications of guilt (or the equivalent thereof) within the immediately preceding three (3) years for a "less serious" motor vehicle violation as defined below.

    i. “Serious” motor vehicle violation is defined as: Accident involving vehicular homicide or manslaughter, hit and run (person/property), unlawful possession of weapons/hazardous materials, use of motor vehicle in connection with felony, use of motor vehicle to aid/abet a felon, driving under the influence of alcohol or narcotics (DUI), driving while ability impaired (DWA), driving while intoxicated (DWI), driving while license was expired, driving while license was suspended or revoked, driving with no current license listed with DMV or invalid license, reckless driving, illegal possession of alcohol or narcotics in a motor vehicle, refusal to submit to a chemical or sobriety test, or unauthorized use of a motor vehicle.

    ii. “Less serious” motor vehicle violation is defined as: Exceeding speed limit, failure to obey control device (*e.g.,* traffic light, stop sign, railroad crossing, school bus, etc.), driving with defective equipment, failure to provide proof of insurance or registration, failure to use restraint/seatbelt, failure to yield right of way, following too closely, improper lane change or turn, improper stopping on roadway, improper traffic lane use, obstruction of traffic, failure to pay a fine or answer a summons.

3. CLIENT shall make and is solely responsible for all decisions regarding the suitability of employment of Identified Personnel.

EXHIBIT - TEMPLATE STATEMENT OF WORK

Statement of Work No. ____
Under the General Services Agreement dated _____
This Statement of Work ("SOW") is entered into pursuant to the General Services Agreement ("Agreement") between:
Client: _____
Service Provider: XLT Management Services, LLC (“XLTMS”)
Effective Date: _____
Unless expressly modified herein, all terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between this SOW and the Agreement, the Agreement shall control except to the extent this SOW expressly states otherwise.

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1. Project Name

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2. Project Description
Provide a brief description of the services.
Example:
Service Provider shall provide technical, administrative, training, or other professional services as described in this Statement of Work.

---

3. Scope of Services
Service Provider shall perform the following services:

- _____
- _____
- _____
- _____

Any services not expressly described above are outside the scope of this SOW.

---

4. Schedule
Project Start Date:

Estimated Completion Date:

---

5. Client Responsibilities
Client shall:

- Provide timely access to personnel.
- Provide required information and documentation.
- Designate a project manager.

- Review deliverables within ____ business days.
- Provide required approvals in a timely manner.

---

7. Service Provider Responsibilities
Service Provider shall:

- Perform services professionally and in accordance with industry standards.
- Assign qualified personnel.
- Maintain appropriate licenses and insurance required by the Agreement.
- Comply with Customer security and safety requirements.

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8. Staffing
Describe Personnel required:

Name Role(s)

Substitutions may be made with personnel possessing substantially similar qualifications.

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9. Fees

Payroll: As set forth on XLTMS's invoice

Management Fee: XXX

Payroll and TIA: The actual cost of the Payroll for the Identified Personnel plus a markup percentage of the Payroll for the Identified Personnel for the TIA. The attached chart (Addendum – TIA) provides the State by State TIA amounts. The markup percentage is determined based on the location where the Identified Personnel performed the work. This markup percentage includes XLTMS's service fee for rendering the Services under this Agreement.

Freelancer Fee for 1099 invoice processing - $15 / payment.

Freelancer Tax Form Processing Fee: $10 per individual.

ACA Fee: **XXX** $1.30 per employee per day.

PSL Fee: **XXX** 1.5% of gross wages in applicable jurisdictions.

Travel Fee: **XXX** 5% added to travel expenses incurred.

Additional PE&S Cancellation Fee: X% on the total cost of the Additional PE&S.

Advance Payment: XXX Describe deposit requirements.

Background Checks: Describe amounts here for Criminal Background, Motor Vehicle and/or Drug/Alcohol.

10. Expenses
Customer shall reimburse reasonable pre-approved travel and business expenses in accordance with the Agreement.

11. Assumptions
Examples:

- Customer will provide required access.
- Deliverables depend upon Customer cooperation.
- Delays caused by Customer may extend the project schedule.

12. Change Orders
Any material change to the scope, schedule, pricing, staffing, or deliverables must be documented in a written Change Order signed by both parties.

13. Special Terms

Signatures
CUSTOMER
By: _____
Name:
Title:
Date:

SERVICE PROVIDER
By: _____
Name:
Title:
Date:

EXHIBIT - TEMPLATE PURCHASE ORDER

PURCHASE ORDER
PO Number:

Issue Date:

Client
Company:
Address:
Contact:
Email:
Phone:

Service Provider
Company:
Address:
Contact:
Email:
Phone:

Agreement Reference
General Services Agreement dated:

Statement of Work No.:

Services Ordered
Description

Total Authorized Amount
$_____

Delivery / Performance Period
Start Date:

Completion Date:

Billing Instructions
Invoices shall reference:

- Purchase Order Number
- Statement of Work Number
- Project Name
- Dates of Service

- Itemized Charges

Invoices shall be submitted to:

Payment Terms
Net 10

Service Location

Client Contact
Project Manager:
Email:
Phone:

Additional Instructions

Authorization
This Purchase Order authorizes Supplier to perform the services identified above, subject to the General Services Agreement and the applicable Statement of Work. If any inconsistency exists, the order of precedence shall be:

1. General Services Agreement
2. Statement of Work
3. Purchase Order

unless expressly agreed otherwise in writing.

Authorized By:
Name:
Title:
Date: