

## ELEVATE STAFFING INC TEMPORARY STAFF CONTRACT

**Date of Issue of this Written Statement (see date of email of this document)**

### **Commencement Date of Continuous Employment**

Your present period of employment is not continuous with any previous period of employment.

### **Job Title**

You are employed as a (***see role under 'Details' section in attached Schedule A***). An outline of your duties will be supplied for each Client assignment.

You are obliged to work when we Elevate Staffing Inc. (also referred to herein as the "Employer", "Elevate" and/or the "Company") require you to do so. We do not guarantee that there will always be a suitable Client assignment to which you can be allocated, and you acknowledge that there may be periods when no work is available for you. However when there is work available the Company will do its best to allocate work to you and the Company will endeavour to seek relevant assignments for you at all times.

### **Place of Work**

Your place of employment will be as specified in the Schedule issued to you prior to each and every assignment. You may, however, be required to work at any other reasonable location to meet the needs of the business.

### **Personal Belongings**

Whilst working for Elevate, you are responsible for your personal belongings. Elevate will not be held liable for any theft, loss or damage to personal belongings. It is advised that you should have contents insurance which covers your belongings whilst at your place of work. We cannot always guarantee that there will be a safe place to store your personal items, so please do not bring any valuables to work with you.

### **Hours of Work**

**Your normal \*hours/days of work are as specified in the attached Schedule A and may vary for each assignment.**

### **Payment**

**The \*hourly/daily fee is as stated in Schedule A and any subsequent Schedules issued to you and which may be varied from assignment to assignment.** You will not be paid less than the applicable minimum wage (as amended from time to time).

Payment will be made within 30-45 days in which work was completed, for each \*hour/day you have provided services during that period. It is your responsibility to ensure that you have correctly provided us with your current bank details via your Elevate profile to ensure payments are made directly to your bank account. Elevate reserves the right to withhold payments otherwise due to you if you have not provided all necessary personal or bank details or such other details as Elevate may reasonably require. You MUST inform us if your bank details or personal details change.

The Employer will (as required by applicable federal, state and local law) deduct income tax and FICA contributions from your salary and will remit such sums to the appropriate authorities.

You shall complete any statistical reporting or other paperwork related to the work you have performed as may reasonably be required by Elevate.

### **Expenses**

You are expected to cover your own cost of travel to and from local assignments. There may be certain occasions when you will be reimbursed your travel expenses, but this will always be agreed with you prior to the booking and confirmed in writing. All expenses must be supported by relevant receipts and must be returned to us within 14 days following your assignment. Expenses must be claimed by inputting them to the Expenses tab in your Elevate profile and all expenses must be accompanied by receipts. Refer to your Event Booking Confirmation for instructions. Only clear electronic copies of the full receipt will be accepted – credit card slips will not be accepted. If these travel receipts are not received within the required time period we will be unable to claim them from the Client and will not reimburse you.

### **Cancellation of Assignments**

Such is the nature of this industry that from time to time we all fall victim to the Client's cancellation of assignments for reasons beyond our control. In these circumstances, and only if the cancellation gave less than 24 hours' notice, we will endeavour to recover fees due to us and will then pay you. Payment in respect of cancellation fees will only be made once the necessary funds have been received from the Client. In the event of a cancellation we will notify you as far in advance as possible.

### **Lateness**

Due to the unique nature of Client promotional events, any lateness to a job significantly damages the Company's relationship with their Client and can result in the loss of future bookings with this Company.

Therefore, on live campaigns the Company reserves the right to replace late staff members whose lateness extends more than twenty minutes and replace them with a reserve member of staff. Should the staff member involved not have contacted their Company representative or Event Manager within the twenty minute window they may be dismissed from the campaign upon arrival onsite and the reserve chosen to work for them. If you are late due to travel time, accidents and incidents (even those outside your

control), you will be replaced and you will not be paid unless you can show you took all reasonable care to arrive at the correct time and you can show proof of this to your Company representative and Event Manager- in which case this will be resolved onsite upon your arrival. If you are late by more than 20 minutes and the Company has had to replace you by the reserve staff, you are deemed to have materially breached your contract.

### **Employment at Will**

Elevate is an “at will” employer and your employment can be terminated at any time on written notice. Should you wish to terminate this contract you will be required to give one weeks’ notice in writing. We reserve the right to terminate your assignment without notice and with immediate effect.

### **Workers Compensation**

Elevate provides Workers Compensation Insurance

### **Benefits**

Elevate provides no benefits

### **Your Data**

You consent to the processing of all or any personal data (in manual, electronic or any other form) relevant to your engagement by us and/or any agent or third party nominated by us and bound by a duty of confidentiality. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to the United Kingdom.

### **Travel and Accommodation**

Occasionally the Company will book travel and accommodation for you if this is within budget and to a client’s wishes. You will be communicated with to determine the timings and arrival dates before booking. Once these arrangements have been made and confirmed with you, you are liable for any costs that may be incurred due to your lateness or if you miss a flight or other travel arrangement we have made for you. If these costs are incurred by us under these circumstances the costs will be deducted from wages due to you. If wages are not yet due, the Company reserves the right to charge this amount back to you.

### **Conduct**

Our Clients expect all representatives to be immaculately turned out at all times. No jewellery should be worn, hair should always be clean and tidy, and tied back if long, makeup should be discreet and if a uniform is not provided then clothes should be clean and freshly ironed for every assignment. Men must be clean-shaven. Please note that no eating smoking or the consumption of alcohol or drugs should be undertaken during any

assignment. If you are on your scheduled break and wish to eat, have a soft drink or cigarettes please ensure you remove any branded uniform first.

If you are provided with a Client uniform and promotional material please ensure it is returned to the Event Manager at the end of each day. If there is no Event Manager managing the assignment then you will be responsible for the said items and should ensure that you take the uniforms, kit and remaining promotional material home with you at the end of the activity. Please then contact us and we will advise you what to do.

You must wear any Client clothing, kit or costume as provided and you must comply in all respects with any product or campaign specific training provided to you.

You are expected to have your phones switched off at all times during an assignment unless you have a prior arrangement with your Manager (Event Managers/Supervisors will be the exception to the rule).

### **Confidentiality**

Except as permitted by law, you shall not, disclose or use any information of a secret, private or confidential nature relating to the Employer or the Client.

You shall immediately notify the Employer should it become aware of the possession, use or knowledge of any such confidential information by any unauthorised person, whether during or after the term of this Agreement and shall provide such assistance as is reasonable to deal with such an event.

You agree to sign any confidentiality agreement provided to you by the Client.

### **Copyright**

You hereby irrevocably, unconditionally, with full title guarantee and by way of assignment of present and future copyright assign absolutely to us the full copyright in the products of your services hereunder, including without limitation, the right to use your image, name or likeness in any marketing or promotional material via any media on behalf of Elevate, any of its affiliates or any client of same for the full period of copyright wherever in the world enforceable together with all further rights therein to which you may be entitled and waive any moral rights you may have therein to us.

### **Health and Safety**

We will take all reasonably practicable steps to ensure your health, safety and welfare while performing your duties under this contract

You must comply with the Company's Safety Rules as set out in Schedule B as amended from time to time and with any Client's Health and Safety Procedures in force.

### **Restrictions**

You shall not, for a period of six months following the termination/cessation of your employment for whatever reason and in any capacity deal solicit or entice the custom of

any person or company who at any time during the period of two years preceding the termination/cessation of your employment, has been a Client of the Employer and to whom you have provided Services. On receipt of a written request from any such client the Company may consider a waiver of this restriction subject to the payment of an agreed Introduction Fee from the Client.

You shall not for a period of six months following the termination/cessation of your employment for whatever reason either, solicit, entice or deal with any person who has been an employee, freelance or sub Contractor of the Employer in the preceding twelve months immediately prior to the termination/cessation of your employment without our express agreement.

### **Amendments; Assignment; Applicable Terms**

The Employer may from time to time review these terms and conditions. Any amendment or additions to the Contract may be issued to you a supplemental document. Employer may assign this contract to another entity on written notice to you. In the event of a conflict between these terms and the terms of Summit Staffing (“Summit”) as employer of record, Summit’s terms will govern and prevail for so long as Summit is your employer of record. If, as and when Elevate were to become your employer of record, then these terms will govern and prevail in all respects regarding your employment with Elevate and Summit’s terms will be of no further force or effect

There are no collective agreements that relate to this contract

### **Governing Law**

The laws of the state of your residence govern this agreement (without giving effect to its conflicts of law principles).

Both parties consent to the personal jurisdiction of the state and federal courts in your county and state of residence.

### **Governing Terms and Conditions**

**This agreement will be governed by these terms and conditions and the terms and conditions set out in Schedules A, B and C hereto, attached and made a part hereof, (together, the “Elevate Staffing Inc. Temporary Staff Employment Agreement”).**

**By ticking the box, I accept this assignment and confirm my understanding and agreement to Elevate Staffing Inc.’s Temporary Staff Employment Agreement.**

## SCHEDULE A

### DETAILS OF ROLE

#### Services:

To work as a brand ambassador / staff member as directed to provide services including, but not limited to:

- Product Demonstration
- Literature Distribution
- Delivery of brand key messaging
- To remain happy, smiling, upbeat and proactive throughout the course of the booking
- To work in line with Elevate Staffing Policies and Procedures

**Hourly/Daily Fee:** as listed on your booking confirmation

**Remember** that you are representing the brand you are working for as well as Elevate at all times during the promotion, including whilst driving, unloading etc.

**All details regarding payment / wages are strictly confidential and must not be discussed with the client or other team members. Any questions regarding employment / wages / working hours MUST be directed to Elevate office staff members only.**

**Please call the office on – 424.250.6156 to speak to a member of the team if you have questions.**

## SCHEDULE B

### GENERAL SAFETY RULES

Elevate has developed these safety rules patterned after the Federal OSHA requirements. Read and become familiar with these rules and other safety rules that apply to your job.

1. **Report an injury** to your employer/supervisor **immediately**.
2. **Report** any observed **unsafe condition** to your employer/supervisor.
3. **Horseplay** is prohibited at all times.
4. The **drinking** of alcoholic beverages is not permitted on the job. Any employee discovered under the influence of alcohol or **drugs** will not be permitted to work.
5. If you do not have current **First Aid Training**, do not move or treat an injured person unless there is an immediate peril, such as profuse bleeding or stoppage of breathing.
6. **Appropriate clothing** and footwear must be worn on the job at all times.
7. Where there exists the hazard of falling objects, or as is required by contractor, supervisor and/or worksite rules an approved **hard hat** must be worn.
8. **You should not perform** any task unless you are trained to do so and are aware of the hazards associated with that task.
9. Do not operate **ANY** equipment that requires certification **unless you are certified** on that equipment. This includes Cranes, Hoists, Jib Cranes, Fork Lifts, and more.
10. You may be assigned certain personal protective safety equipment. This equipment should be **available** for use on the job, be **maintained** in good condition and **worn** when required.
11. Learn safe work practices. **When in doubt** about performing a task safely, contact your supervisor for instruction and training.
12. The **riding of a hoist hook**, or on other equipment not designed for such purposes, is prohibited at all times.
13. **Never** remove or by-pass safety devices.
14. Do not approach operating machinery **from the blind side**; let the operator see you.

15. Learn where **fire extinguishers and first aid kits** are located.
16. Maintain a general condition of **good housekeeping** in all work areas at all times.
17. **Obey** all traffic regulations when operating vehicles on public highways.
18. When operating or riding in company vehicles or using your personal vehicle for business purposes, the vehicle's **seatbelt** shall be worn.
19. **Be alert** to hazards that could affect you and your co-employees.
20. **Obey** safety signs and tags.
21. Always perform your assigned task in a safe and proper manner; **do not take shortcuts**. The taking of shortcuts and the ignoring of established safety rules is a leading cause of employee injury.



## SCHEDULE C

### **SUBSTANCE ABUSE POLICY**

The purpose is to help provide a drug free environment for our clients and our employees. With this goal and because of the serious drug abuse problem in today's workplace, Elevate's policy explicitly prohibits:

The use, possession, solicitation for or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on company or customer premises or while performing an assignment.

Being impaired or under the influence of legal or illegal drugs or alcohol off the company or customer premises that adversely affects the employee's work performance, his or her own or other's safety at the workplace, on/off the company or customer premises, or the employer's reputation.

**Pre-Employment Screening:** As may be required by client.

**Random Screening:** A random selection of some employees for testing will be done unannounced.

**For Cause:** When it is the company's belief that a drug problem exists (such as evidence of drugs, accidents, injuries in the workplace, fights or other behavioral symptoms of drug abuse, negative performance patterns, excessive absenteeism or tardiness) for-cause testing will be utilized.

**Employees who refuse to submit to drug testing, test positive or admit to substance abuse will be subject to termination.**

Also, employees who test positive or admit to substance abuse will be referred to local public agencies that provide rehabilitation and counseling services. The results of all drug testing will be treated confidentially and for no purpose other than for making employment related decisions.

### **Drug Screen Release**

I hereby authorize and give full permission to have Elevate and/or their medical company physician send a specimen of my urine and/or blood or hair follicle to a laboratory for screening test using Substance Abuse & Mental Health Services Administration (S.A.M.H.S.A) ([www.samhsa.gov](http://www.samhsa.gov)) standards for the presence of

illegal drugs, alcohol, or prescription medication taken without a prescription.

I will hold all parties concerned "harmless" meaning I will not sue or hold responsible for any alleged harm to me or interfering with my obtaining a job or continuing employment due to not submitting to the tests or as a result of the report of the tests. This includes, but is not limited to, possible clerical or laboratory error.

I authorize that the results of any drug test be communicated and disclosed to third parties such as those whose facilities I may be working in or to Elevate's clients whom I may be working for.

This policy and authorization has been explained to me in a language I understand and told if I have any question they will be answered about the test. I understand this is a legal and binding document, which is binding because Elevate is sending me for the examination and paying for it.

I UNDERSTAND ELEVATE WILL REQUIRE A DRUG SCREEN TEST WHENEVER AN ON THE JOB ACCIDENT OR INJURY IS REPORTED IN ACCORDANCE WITH COMPANY POLICY AND THIS AUTHORIZATION AND CONSENT. MY REFUSAL TO SUBMIT TO DRUG TESTING WILL BE GROUNDS FOR TERMINATION.