## Adecco

### **TEMPORARY EMPLOYMENT** APPLICANT AGREEMENT

#### The following terms and conditions are applicable to individuals applying for temporary employment with Adecco Employment Services Limited ("Adecco"):

1. I acknowledge and agree that by completing certain pre-hire documents including agreeing to the terms herein, I have not commenced employment with Adecco. I further acknowledge and agree that Adecco's discussions with me about my qualifications or my suitability for an assignment with a client will not constitute an attempt by Adecco to assign me to a client. I understand that when a suitable assignment has been identified, I will be contacted, and only on the first day of my assignment will my employment with Adecco commence. Any such employment will end on the date indicated by Adecco at the start of my assignment (or any extensions thereof), unless terminated earlier in accordance with this Agreement. I agree that if I wish to resign from my employment prior to an assignment end date, I will give Adecco one week's written notice.

2. I agree that upon my assignment to a client, I shall become an employee of only Adecco and not of the Adecco client to which I am assigned. I acknowledge that as an employee of Adecco, I will not be entitled to participate in any client employee benefit plans or any other entitlements that client employees may receive.

3. I hereby authorize Adecco to check my references, and I authorize the persons identified as my references to disclose to Adecco all the information regarding my employment historv necessarv for determining my suitability for employment. I also authorize Adecco to disclose to its clients or prospective clients, their affiliates and their respective agents any personal information about me necessary for determining my suitability for an assignment or administering any ongoing assignment. I hereby warrant that all information I provide to Adecco, including my resume, will be true and will remain true. I agree that I will promptly advise Adecco if my telephone number changes, and if I fail to provide Adecco a current telephone number, I will be deemed unavailable for work for the period Adecco does not have a current number.

4. Prior to and during my employment with Adecco, I will disclose any potential or actual conflict of interest which I have relating to Adecco or any of its clients that are known to me, as soon as I become aware of the potential or actual conflict.

5. Adecco will take into account any work limitation or preference information provided by me. It is my responsibility to provide

6. I agree that if I incur any expenses in order to qualify for an assignment (for example, in purchasing a uniform or safety boots or in obtaining a driver's abstract), these expenses will not be considered a fee charged to me under applicable employment standards.

7. When I am not on assignment with an Adecco client, I agree to contact my local Adecco branch at the start of each work week to indicate whether I am available for work.

8a. Applicable to assignments in Ontario ONLY: If I do not contact Adecco in a given week and confirm that I am available, I will be deemed to be unavailable for that week for the purposes of the Employment Standards Act, 2000. If I am unavailable for 12 weeks, I will deemed to have abandoned my be employment and/or there will be just cause for termination of my employment and I will not be entitled to any notice of termination, nor pay in lieu of such notice or severance pay (if applicable) under applicable provincial employment standards legislation, contract law or the common law. Similarly, subject to applicable law, if I turn down 3 assignments or shifts in a row, there will be just cause for termination of my employment and I will not be entitled to notice of termination nor pay in lieu of such notice or severance pay (if applicable) under applicable employment standards legislation, contract law or the common law.

8b. Applicable to assignments in British Columbia, Alberta and Manitoba ONLY: | acknowledge that the nature of my employment with Adecco shall be temporary and that I will have complete discretion to elect to work when I choose by accepting or declining assignments when presented to me without any negative consequences or penalty. As such, I understand that I am not entitled to any notice of the termination of my employment with Adecco or pay in lieu of notice.

8c. Applicable to assignments in Saskatchewan, Ontario, Quebec, Nova Scotia, New Brunswick, Newfoundland and PEI: If I become entitled to receive notice of termination of employment with Adecco, I understand and agree that, in the absence of just cause, Adecco may terminate my employment by providing me with only my notice entitlement and, if applicable, severance payment pursuant to the applicable employment standards legislation. This notice entitlement and, if applicable, severance payment, in addition to Adecco's fulfilling any other statutory obligations, represents my complete entitlement on termination, including all statutory and common law entitlements. The length of my employment for the purpose of determining the foregoing entitlement will be based solely on my most recent period of employment and not any prior periods unless required by applicable legislation. lf successive periods of employment are deemed to be continuous under applicable legislation, I agree that the terms of this Agreement will continue to apply throughout my deemed continuous employment.

Adecco with this information and to provide 9. I will not, without first informing Adecco, accept any offer of employment from an Adecco client.

> 10. I will treat all non-public information and knowledge about Adecco, Adecco client(s) and the clients' respective customers with the strictest confidence. For greater clarity, I will not disclose to any party, or use, any non-public information about Adecco or its clients or their customers other than for pre-authorized workrelated reasons. I understand that this obligation continues after the end of my employment with Adecco and survives this Agreement.

> 11. I agree that all rights, including without limitation all intellectual proprietary rights, in and to any materials prepared by me during my assignment(s) with Adecco's client(s) shall be owned exclusively by the relevant client. I agree that any rights that I may have in such materials, including moral rights, are hereby assigned to the relevant client or waived, as applicable. I will reasonably assist Adecco or its client(s) with all applications for patent and other registrations.

12. I will not, either during or after this Agreement, refer to Adecco or its clients negatively or in a way that is to their detriment or intended detriment.

13. I authorize Adecco to disclose to, transfer to and store at any of its affiliates any personal information necessary for processing my pay or administering my employment/prospective employment. I understand that an affiliate may be outside of Canada and subject to the laws of that jurisdiction.

14. Direct Deposit Authorization. I understand that Adecco's method of payment is direct deposit, with pay statements provided Such statements can be electronically. viewed/copied/printed at www.adomyinfo.com. I will provide Adecco with a voided cheque or a completed bank-printed deposit slip if and when I accept my first assignment with Adecco.

I understand that there may be delays in receiving my pay if I fail to report my hours or report them late or for other reasons such as statutory holidays, acts of God, electronic failures and Adecco or bank errors. I am responsible for contacting my bank to verify deposits prior to trying to withdraw money. I understand that Adecco will not be responsible for any overdrafts on my account, and I release Adecco from any liability associated with the availability of funds, including but not limited to bank fees, penalties, interest charges or other costs.

In case of overpayment (or error in payment), I authorize Adecco to either withdraw funds from my bank account or withhold any monies from future payments to me. If the foregoing is not possible, I agree to promptly repay Adecco by cheque or money order. I also authorize Adecco and my bank to communicate about the foregoing.

15. Vacation pay. Unless contrary to applicable law, I agree to receive statutory vacation pay with each wage payment, so that wages and the corresponding vacation pay will be paid at the same time.

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16. I confirm that I am eligible to work in Canada and will provide proof of status if requested.

17. At the end of any assignment, I will return good condition, including job-related apparel or to Adecco or its client, as instructed, any property belonging to Adecco or its client, in

equipment provided for the assignment.

### DIRECT HIRE APPLICANT AGREEMENT

The following terms and conditions are applicable to Adecco direct hire applicants (i.e., individuals seeking employment with the clients of Adecco Employment Services Limited ("Adecco")):

1. I will treat all information and knowledge, however received, about the business and affairs of Adecco and any Adecco client with as strictly confidential and will not disclose it to anyone without Adecco's or the client's prior written consent, as applicable. I understand that this obligation survives my association with Adecco.

2. I hereby authorize Adecco to check my references, and I also authorize any person identified as my reference to disclose to Adecco all the information regarding my employment history necessary for the purposes of determining my suitability for employment. I also hereby authorize Adecco to disclose to its clients or prospective clients, their affiliates and their respective agents my resume, as well as all other information which is necessary for the purposes of assessing my suitability for employment and which was obtained from any reference checks, background checks, training and testing. I confirm the veracity and accuracy of all information provided by me in connection with this application, including without limitation in my resume and any other application documentation.

3. I understand that, as a potential candidate represented by Adecco, my loyalties lie with Adecco and I will not at any time invite, consider or accept any offer of employment made to me by a client of Adecco to whom I have been referred, either verbally or in writing, without first notifying Adecco. I am aware that my acceptance of an offer of employment from any Adecco client within twelve (12) months of Adecco introducing me to that client will result in a placement fee being charged to the client.

4. Before being presented to any Adecco client, I will disclose whether I have been previously presented to the same client for the same opportunity by another placement agency.

5. When presented with a job offer by an Adecco client, I will ensure that the written offer accurately reflects my understanding of the position and that all representations made regarding the position are contained in the written offer. In other words, I will ensure that there are no representations, besides those contained in the job offer, on which I am relying in accepting the offer.

6. I understand that Adecco will attempt to ensure the suitability of all jobs it presents to me but that Adecco assumes no liability for the terms and conditions of any job that I accept.

7. Prior to accepting any job offer, I will disclose to Adecco any conflict of interest, whether real or apparent, that I may have in connection with that job, as well as any restrictive covenant or other legal obligation which may prohibit me from accepting the job offer.

8. This agreement does not restrict me from pursuing other methods to search for employment or using alternative services to assist me in any search for employment.

9. I hereby confirm that I am eligible to work in Canada and will provide proof of status if required.

10. I authorize Adecco to disclose to, transfer to and store at any of its affiliates any personal information necessary for administering my application for employment. I understand that an affiliate may be outside of Canada and subject to the laws of that jurisdiction.