

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K/A

CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): June 14, 2022



TrueBlue, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Washington
**(State or Other Jurisdiction
of Incorporation)**

001-14543
**(Commission
File Number)**

91-1287341
**(IRS Employer
Identification No.)**

1015 A Street, Tacoma, Washington 98402
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (253) 383-9101

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions *see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:
Title of each class: **Common stock, no par value**
Trading Symbol(s): **TBI**
Name of each exchange on which registered: **New York Stock Exchange**

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Introduction

As previously reported on the Current Report on Form 8-K filed by TrueBlue, Inc. (the “Company”) on June 15, 2022, (the “Original Filing”), the Company’s Board of Directors (the “Board”) appointed Steven C. Cooper, then Chairman of the Board, to serve as the Company’s Chief Executive Officer, effective June 14, 2022. At the time of the Original Filing, Mr. Cooper’s compensation arrangements as Chief Executive Officer had not yet been determined. This amended Current Report on Form 8-K is being filed to provide the compensation information omitted from the Original Filing.

On July 8, 2022, the Company entered into three separate agreements with Mr. Cooper in connection with his appointment to the position of Chief Executive Officer: (1) an Executive Employment Agreement (the “Employment Agreement”), (2) a Change-in-Control Agreement (the “CIC Agreement”), and (3) a Non-Competition Agreement (the “Non-Competition Agreement”), all as summarized below. The following summary of the terms and conditions of these three agreements is not a complete discussion of the documents. Accordingly, the following is qualified in its entirety by reference to the full text of the three agreements, filed herewith. The Compensation Committee of the Board believes the compensation arrangements entered into with Mr. Cooper appropriately recognize Mr. Cooper’s high level of experience and his willingness to resume the role as the Company’s Chief Executive Officer after having retired from the position in 2018.

Employment Agreement

The Employment Agreement and Offer Letter attached as Exhibit A thereto provide for Mr. Cooper’s compensation as follows:

- A base salary of \$1,000,000 annually,
- A target annual bonus opportunity for 2022 equal to 150% of base salary, prorated from the effective date of his appointment as Chief Executive Officer,
- A signing bonus of \$250,000,
- An award of restricted stock units for 2022 with a value equal to \$3,500,000 as of the date of grant (the “Initial RSUs”), and
- Health and wellness benefits offered to all regular employees of the Company.

The Initial RSUs will be granted effective on August 1, 2022. Subject to Mr. Cooper’s continued employment with the Company, the Initial RSUs will cliff vest on the earlier of (i) the third anniversary date of the grant, or (ii) the appointment of a new, Board approved Chief Executive Officer, if Mr. Cooper provides the Board with at least 120 calendar days’ advanced written notice of his intent to terminate employment and/or retire; however, if the appointment of a new, board approved Chief Executive Officer occurs before the first anniversary of the date of grant, only one-third of the Initial RSUs will vest and the remaining two-thirds of the Initial RSUs will be forfeited.

The Employment Agreement does not provide for any specific or minimum term or duration, and Mr. Cooper’s employment is terminable at will. The Employment Agreement provides that, as a continuation of Mr. Cooper’s benefits of continued healthcare as set forth in his prior employment contract with the Company, dated October 21, 2015, if Mr. Cooper’s employment with the Company ends, he may elect to continue group health plan coverage for himself and his family under COBRA until the later of (i) the date Mr. Cooper and his spouse have both reached age 65, or (ii) the date Mr. Cooper and his spouse are both eligible for Medicare, so long as Mr. Cooper remits to the Company the same premiums for coverage as an active employee under the Company’s group health plan.

If the Company terminates Mr. Cooper’s employment without Cause or if Mr. Cooper terminates his employment with Good Reason, (as those terms are defined in the Employment Agreement and other than under circumstances covered by the CIC Agreement), subject to certain conditions (including a requirement that Mr. Cooper provide a release of claims and comply with post-employment covenants in the Non-Competition Agreement), Mr. Cooper will receive the following severance payments (in addition to certain accrued, unpaid obligations):

- Cash Severance: Separation payments for eighteen (18) months from the termination date at a rate equal to his base monthly salary at the time of termination.
 - Pro Rata Annual Bonus: A bonus for the year of termination, pro-rated for the portion of the year worked and subject to actual performance results.
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- Equity Vesting: Equity vesting acceleration as follows: (i) excluding the Initial RSUs, all of his unvested equity awards that are scheduled to vest based solely on his continued employment within eighteen (18) months following such termination will become fully vested, and (ii) all of his unvested equity awards scheduled to vest based upon attainment of specified performance goals shall vest after the end of the applicable performance period based on actual performance results, prorated for the portion of the performance period employed (for which purpose Mr. Cooper will be deemed to have continued employment for a period of eighteen (18) months following termination).

The Employment Agreement also provides for certain benefits in the event of an Approved Retirement (as defined in the Employment Agreement), in which event Mr. Cooper will receive the following:

- Equity Vesting: Equity vesting acceleration as follows: (i) excluding the Initial RSUs, all of his unvested equity awards that are scheduled to vest based solely on his continued employment within eighteen (18) months following such termination will become fully vested, and (ii) all of his unvested equity awards scheduled to vest based upon attainment of specified performance goals shall vest after the end of the applicable performance period based on actual performance results, prorated for the portion of the performance period employed (for which purpose Mr. Cooper will be deemed to have continued employment for a period of eighteen (18) months following termination).

Change in Control Agreement

The Company entered into a CIC Agreement with Mr. Cooper substantially similar to the agreement entered into with other Company executives. The CIC Agreement provides that, in the event Mr. Cooper's employment is terminated by the Company without Cause (as defined in the CIC Agreement) or Mr. Cooper terminates his employment for Good Reason (as defined in the CIC Agreement) during the three years following a Change in Control (as defined in the CIC Agreement) of the Company, Mr. Cooper will be entitled to (in addition to certain accrued, unpaid obligations): (1) an amount equal to two times the sum of (i) his annual base salary plus (ii) the average of the annual incentive or bonus paid to Mr. Cooper during the two years immediately prior to the Change in Control and (2) continued welfare benefits for a period of up to 18 months, and (3) full acceleration of vesting as of the date of termination for all stock options, restricted stock and any other equity awards.

Non-Competition Agreement

The Non-Competition Agreement provides protections to the Company after Mr. Cooper's employment with the Company ends. The Non-Competition Agreement prohibits Mr. Cooper from providing services to a conflicting organization (as defined in the Non-Competition Agreement) for 12 months after a termination from the Company, and further prohibits him from soliciting customers or employees of the Company for 24 months after a termination from the Company.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Exhibit Description	Filed Herewith
10.1	Executive Employment Agreement between TrueBlue, Inc. and Steven Cooper, effective July 8, 2022	X
10.2	Change-in-Control Agreement between TrueBlue, Inc. and Steven Cooper, effective July 8, 2022	X
10.3	Non-Competition Agreement between TrueBlue, Inc. and Steven Cooper, effective July 8, 2022	X
104	Cover page interactive data file - The cover page from this Current Report on Form 8-K is formatted as Inline XBRL	X

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TRUEBLUE, INC.
(Registrant)

Date: July 14, 2022

By: _____
/s/ Garrett R. Ferencz
Garrett R. Ferencz
Executive Vice President, Chief Legal Officer

EXECUTIVE EMPLOYMENT AGREEMENT

This Employment Agreement (“Employment Agreement” or “Agreement”) is between Steven C. Cooper (“Executive”) and TrueBlue, Inc. or a TrueBlue, Inc. subsidiary, affiliate, related business entity, successor, or assign (collectively “TrueBlue” or “Company”) and is effective as of July 8, 2022.

RECITALS

WHEREAS, Executive wishes to be employed with Company, and Company wishes to employ Executive as Chief Executive Officer (“CEO”) of the Company under the terms and conditions stated in this Agreement; and

WHEREAS, Executive will have access to Company-wide confidential and proprietary information, including strategic planning information, which is vital to the ability of the Company and its affiliates to compete in all of its locations, and Executive’s entering into the Agreement is a condition of continued employment and continued access to such materials. Valuable consideration, including without limitation, the mutual covenants and promises contained herein, and the terms set forth below is provided to Executive to enter into this Agreement, the sufficiency of which is expressly acknowledged;

NOW, THEREFORE, in consideration of the terms and conditions herein, the parties agree that this Employment Agreement hereby supersedes and replaces in its entirety any prior employment agreements between Executive and Company and is subject to the following terms and conditions:

I. TERM, POSITION AND COMPENSATION.

A. Term; Employment At-Will. Notwithstanding any other provision of this Agreement to the contrary, Executive’s employment is at-will, and either Executive or the Company may terminate this Agreement and/or Executive’s related employment by the Company at any time and for any reason, subject to the notice and (if applicable) severance provisions set forth in Section II below. This Employment Agreement begins on the date hereof and shall remain in effect until terminated as set forth herein (“Term”).

B. Position and Duties. During the Term, Executive shall serve as the Chief Executive Officer of the Company (“CEO”), and Executive shall report to the Company’s Board of Directors (the “Board”). In such position, Executive shall have such duties and authority as shall be determined from time to time by the Board and such duties and authorities shall be commensurate with Executive’s position. During the Term, Executive shall devote Executive’s full business time and attention to the performance of Executive’s duties hereunder and shall not engage in any other business, profession, or occupation for compensation or otherwise which would conflict or interfere with the rendition of such services either directly or indirectly, without the prior written consent of the Board; provided that, nothing herein shall preclude Executive from (i) being involved in not-for-profit, civic, or charitable activities, or (ii) managing his personal and family passive investments; provided, further that, in each case, and in the aggregate, such activities shall not materially conflict or materially interfere with the performance of Executive’s duties hereunder or conflict with Executive’s duties and obligations under the Non-Competition Agreement signed by Executive contemporaneous with this Agreement.

C. Compensation.

1. Base Salary. Executive shall receive a salary, retroactive to June 14, 2022, the date Executive was appointed as CEO of the Company, in the gross amount in accordance with the terms and conditions of the offer letter (“Offer Letter”) attached hereto as Exhibit A which shall be on file with Company’s Human Resources department. The Compensation Committee of the Board shall annually review Executive’s salary and may increase, but not decrease Executive’s rate of salary, other than as part of an across-the-board salary reduction generally imposed on all of the executives of the Company.

2. Bonus and Equity Awards. Executive shall be eligible for an annual bonus, and future equity awards in accordance with the terms and conditions of the Offer Letter. The bonus plan and all aspects of bonus compensation with respect to the Executive may be changed at the discretion of the Compensation Committee of the Board.

3. Benefits. Executive shall be entitled to all benefits offered generally to executives of Company in accordance with the terms of the Offer Letter, including (i) health and welfare benefits offered generally to employees of Company, and (ii) annual vacation days outlined in the Offer Letter. Executive's rights to indemnification shall be as set forth in the Indemnification Agreement between Executive and the Company, dated as of October 25, 2019 (the "Indemnification Agreement"), the Company's Articles of Incorporation and Bylaws and the Washington Business Corporation Act.

II. TERMINATION OF EMPLOYMENT AND SEVERANCE.

A. Reasons for Termination.

1. Death or Disability. The Term and Executive's employment hereunder (i) shall immediately terminate upon Executive's death, and (ii) may be terminated by the Board as a result of Executive becoming permanently disabled within the meaning of the Company's long-term disability plan in which Executive participates.

2. Termination by Company for Cause. The Company may terminate this Agreement and Executive's employment hereunder for Cause at any time upon written notice to Executive. The notice of termination must specify those actions or inactions upon which the termination is based. For the purpose of this Agreement, "Cause" means and shall exist if any of the following occurs:

(a) Executive is convicted of or takes a plea of nolo contendere to a crime involving dishonesty, fraud or moral turpitude;

(b) Executive has engaged in any of the following: (i) fraud, embezzlement, theft or other dishonest acts, (ii) unprofessional conduct, (iii) gross negligence related to the business or (iv) other conduct that is materially detrimental to the business as determined in the reasonable business judgment of the Company;

(c) Executive materially violates a significant Company policy (as they may be amended from time to time), such as policies required by the Sarbanes-Oxley Act, The Dodd-Frank Act, state or federal law or the New York Stock Exchange listing standards, the Company's Drug Free Workplace Policy or Company's EEO policies, and does not cure such violation (if curable) within twenty (20) days after written notice from Company;

(d) Executive willfully takes any action that significantly damages the assets (including tangible and intangible assets, such as name or reputation) of the Company;

(e) Executive fails to perform Executive's duties in good faith or Executive persistently fails to perform Executive's duties, and does not cure such failures within ten (10) days after written notice from the Company or, if notice and cure have previously taken place regarding a similar failure to perform, if the circumstance recurs; or

(f) Executive breaches this Agreement or the Non-Compete Agreement in any material respect and does not cure such breach (if curable) within twenty (20) days after written notice from Company or, if notice and cure have previously taken place regarding a similar breach, if a similar breach recurs.

3. Termination by Company Without Cause. The Company shall have the right to terminate this Agreement and Executive's employment hereunder at any time without Cause (and not for death or disability) by written notice to Executive.

4. Termination by Executive for Good Reason. Executive shall have the right to terminate this Agreement and Executive's employment hereunder for Good Reason, subject to the notice and cure provisions provided below. For the purpose of this Agreement, "Good Reason" means:

- (a) any material breach of this Agreement by the Company;
- (b) a material reduction in the responsibilities assigned to Executive; or
- (c) a material reduction in Executive's base salary, other than as part of a salary reduction generally imposed on executives of the Company.

A termination of employment by the Executive for one of the reasons set forth above shall not constitute Good Reason unless (i) Executive notifies the Company in writing of the existence of the condition constituting Good Reason within ninety (90) days after the initial existence of the condition; (ii) the Company fails to remedy such condition within thirty (30) days after receiving such notice; and (iii) Executive terminates employment within sixty (60) days after the expiration of such remedial period.

For avoidance of doubt, "Good Reason" will not exist if the Company places Executive on administrative leave, a temporary suspension, or other similar leave pending the Company's investigation into potential misconduct or violation(s) of Company policy by Executive.

5. Termination by Executive Without Good Reason; Approved Retirement. Executive shall have the right to terminate this Agreement and Executive's employment hereunder at any time without Good Reason by written notice to the Company, provided that Executive shall make reasonable best efforts to give sufficient notice and otherwise assist in an orderly transition to a new CEO. In that regard, for purposes of this Agreement, an "Approved Retirement" means Executive's voluntary termination of this Agreement and Executive's employment hereunder, or termination by mutual agreement of the Company and Executive, if each of the following conditions have been met: (i) Executive and the Board agree in advance to a transition period to allow for an orderly transition of Executive's duties in connection with a decision of Executive to retire (the "Transition Period"); (ii) Executive continues to perform his duties under this Agreement, remains in good standing with the Company, and fully cooperates with the Board in the recruitment of a successor CEO during the Transition Period; and (iii) the Board determines in its reasonable, good faith discretion that Executive has successfully transitioned his duties and responsibilities to the Board's selected successor CEO by the date of Executive's termination of employment at the end of the Transition Period.

B. Effect of Termination.

1. Resignation from All Positions; Date of Termination. Upon termination of Executive's employment hereunder for any reason other than an Approved Retirement Executive shall be deemed to have resigned from all positions that Executive holds as an officer or member of the Board (or a committee thereof) of the Company or any of its affiliates or benefit plans. For purposes of this Agreement, Executive's "date of termination" is the last day of Executive's employment with the Company determined in accordance with the Company's payroll and personnel records, but subject to the requirements of Section III.G.12 (regarding a Code Section 409A "separation from service"), if applicable.

2. Payments Due Upon Any Termination of Employment . In the event of Executive's termination of employment hereunder for any reason, Executive shall be entitled to receive the following payments and benefits (the "Accrued Obligations");

- (a) Any base salary accrued but unpaid through the date of termination;
- (b) The annual bonus, if any, earned for performance for the prior year which has not yet been paid as of the date of termination, provided that such bonus shall not be payable in case of a

termination by the Company for Cause under Section II.A.2 above or by Executive without Good Reason under Section II.A.5 above, except in the event of an Approved Retirement;

(c) Reimbursement for any unreimbursed business expenses that have been properly incurred by Executive prior to the date of Executive's termination and that are or have been submitted in accordance with the applicable Company policy; and

(d) Such employee benefits, if any, as to which Executive may be entitled under the employee benefit plans of the Company.

3. Continued Health Care Upon Any Termination. For the avoidance of doubt, this section is intended to continue Executive's benefits of continued healthcare as set forth in his prior employment contract with the Company, dated October 21, 2015. The Company shall continue group health plan coverage for Executive and his family sponsored by the Company at the same level of employer contribution as is provided to similarly situated active employees until the later of the date (i) Executive and his spouse have both reached age 65, or (ii) the date Executive and his spouse are both eligible for Medicare. Executive acknowledges and understands that the value of coverage under the Company's group health plan is imputed income for federal tax purposes and that Executive must remit to the Company by the first day of each month, a payment equal to the current employee contribution rate. To maintain coverage under the Company's group health plan and comply with Section 105(h) of the Internal Revenue Code of 1986, as amended ("Code"), Executive must remit to the Company by the first day of each month, a payment equal to the Company's tax withholding liability on imputed income and the current employee contribution rate. The entitlement of Executive under this section shall be conditioned upon Executive not being eligible to elect coverage under another employer's group health plan. Notwithstanding anything to the contrary in this section, coverage under the Company's group health plan pursuant to this section shall cease if the Company determines in its sole discretion that such reimbursement or coverage cannot be continued without (A) not complying with applicable law, including but not limited to, Section 2716 of the Public Health Services Act and Section 105(h) of the Code, (B) incurring an excise tax, penalty or similar charge, or (C) breaching the terms of any applicable stop-loss or other agreement insuring the group health plan. If permitted by applicable law, the Company will provide Executive a taxable payment equal to the amount of the employer contribution rate for the coverage provided under this section, as applicable for the remainder of the time specified in this section. The Company shall not be liable for any claims if an insurer denies a claim by Executive or his spouse. Executive acknowledges and agrees that termination of coverage under this section may not be a qualifying event for purposes of COBRA or coverage under a state or federal health exchange.

4. Severance Payments for Termination Without Cause or With Good Reason. In case of termination of Executive's employment with the Company either (i) by the Company without Cause under Section II.A.3 above, or (ii) by Executive for Good Reason under Section II.A.4 above (in each case, a "Qualifying Termination"), Executive shall be entitled to the following payments and benefits, in addition to the Accrued Obligations, subject to the requirements of Section II.B.6 below:

(a) **Cash Severance.** Executive shall receive cash severance payments at a rate equal to his base salary at the time of the Qualifying Termination for a period of eighteen (18) months, in accordance with the Company's normal payroll practices. Payments shall commence upon the first payroll date after the release required by Section II.B.6 below becomes effective, and in no event later than the 75th day following the date of the Qualifying Termination (the "Initial Payment Date"), with any payments otherwise scheduled to be made during the period before the release becomes effective to be made at the same time as the first payment.

(b) **Pro Rata Annual Bonus.** Executive shall also receive any short-term or other incentive payments which are applicable to Executive and based solely on the year in which the Qualifying Termination occurs, provided that (i) any amount of such incentive which is based on Executive's individual performance shall remain subject to any discretionary judgments of the Board as provided in the applicable plan or agreement, and (ii) any incentive payment whether based on Company or the individual performance of Executive shall be based on actual performance results and prorated for

the months of service actually performed by Executive during the applicable fiscal year. For avoidance of doubt this section is not intended to apply to (x) equity incentive awards which are addressed in Section II.B.4(d) below, or (y) any incentive plan which is based on Company or individual performance in more than one fiscal year, it being the intent that if such a plan is subsequently adopted by the Company that any benefit payable under such plan would be addressed in the plan or in a specific amendment to this agreement. Any such payment shall be made by no later than March 15 of the year following the year of the Qualifying Termination.

(d) **Equity Vesting.** As to any outstanding, unvested equity award granted to Executive under a Company equity compensation plan, other than the Upon Hiring Equity Grant set forth in the Offer Letter which shall be subject to the terms set forth therein, except to the extent that the applicable award agreement or equity compensation plan provides for better treatment, such awards shall be subject to the following vesting provisions upon a Qualifying Termination, and notwithstanding any contrary provision in the applicable award agreement:

(i) For any award that is scheduled to vest based solely on continued employment with the Company, the award shall vest upon the Qualifying Termination to the extent it was scheduled to vest during the eighteen (18) month period immediately following the date of the Qualifying Termination.

(ii) For any award that is scheduled to vest based on attainment of specified performance goals over a performance period, the award shall vest and be paid after the end of the applicable performance period based on actual performance results, and shall be prorated for the portion of the performance period employed, and for that purpose Executive shall be deemed to have continued employment with the Company for a period of eighteen (18) months following the date of the Qualifying Termination.

5. Approved Retirement. In case of Executive's Approved Retirement, Executive shall be entitled to the following payments and benefits, in addition to the Accrued Obligations, depending on the date of such termination and subject to the requirements of Section II.B.6 below:

(a) **Equity Vesting.** As to any outstanding, unvested equity award granted to Executive under a Company equity compensation plan, other than the Upon Hiring Equity Grant set forth in the Offer Letter which shall be subject to the terms set forth therein, except to the extent that the applicable award agreement or equity compensation plan provides for better treatment, such awards shall be subject to the following vesting provisions upon an Approved Retirement, and notwithstanding any contrary provision in the applicable award agreement:

(i) For any award that is scheduled to vest based solely on continued employment with the Company, the award shall vest on the last day of the Transition Period to the extent it was scheduled to vest during the eighteen (18) month period immediately following the date of the Qualifying Termination.

(ii) For any award that is scheduled to vest based on attainment of specified performance goals over a performance period, the award shall vest and be paid after the end of the applicable performance period based on actual performance results, and shall be prorated for the portion of the performance period employed, and for that purpose Executive shall be deemed to have continued employment with the Company for a period of eighteen (18) months following the last day of the Transition Period.

6. Conditions to Severance Payments. As conditions precedent to being entitled to receive the payments set forth in Sections II.B.3 or 4, Executive must: (i) within twenty-one (21) days of the termination of Executive's employment, sign and deliver and thereafter not revoke a release substantially in the form of Exhibit B to this Agreement in accordance with its terms or a form otherwise acceptable to the Company (the "Release") (which Release must become effective within twenty-eight (28) days after termination of Executive's employment); (ii) be and remain in full compliance with all

provisions of this Agreement; and (iii) be and remain in full compliance with the Non-Competition Agreement and any other covenants in this and in any other agreements between the Company and Executive. The Company shall have no obligation to make any payments or provide any benefits to Executive under Sections II.B.3 or 4 unless and until the effective date of the Release, as defined therein.

7. No Duplication of Severance Benefits. In the event that any payments or benefits become due and payable to Executive under the Change-in-Control Agreement, such payments shall control over the severance payments and benefits under this Agreement, to the extent necessary to avoid duplication of benefits. In that regard, the provisions of the Change-in-Control Agreement regarding the potential cutback in certain payments to avoid excise taxes under Section 4999 of the Code, related to “excess parachute payments” within the meaning of Section 280G of the Code, shall control with respect to any payment under this Agreement, if applicable.

III. Additional Terms and Conditions

A. Arbitration. The Company and Executive agree that any claim arising out of or relating to this Agreement, or the breach of this Agreement, or Executive’s application, employment, or termination of employment, shall be submitted to and resolved by binding arbitration under the Federal Arbitration Act (“FAA”). Unless applicable law requires otherwise, the arbitrator will have the authority to determine the enforceability of this Agreement as well as whether a claim is arbitrable, both of which will be decided under the FAA. The Company and Executive agree that all claims shall be submitted to arbitration including, but not limited to, claims based on any alleged violation of Title VII or any other federal or state laws; claims of discrimination, harassment, retaliation, wrongful termination, compensation due or violation of civil rights; or any claim based in tort, contract, or equity. Any arbitration between the Company and Executive will be administered by the American Arbitration Association under its Employment Arbitration Rules and Federal Rule of Civil Procedure Rule 68, then in effect. The award entered by the arbitrator will be based solely upon the law governing the claims and defenses pleaded, and will be final and binding in all respects. Judgment on the award may be entered in any court having jurisdiction. The Company agrees to pay for the arbiter’s fees where required by applicable law.

B. Reimbursement. If Executive ever possesses or controls any Company funds (including, without limitation, cash and travel advances, overpayments made to Executive by the Company, amounts received by Executive due to the Company’s error, unpaid credit or phone charges, excess sick or vacation pay, or any debt owed the Company for any reason, including misuse or misappropriation of company assets), Executive will remit them to the Company corporate headquarters in Tacoma, Washington, daily for the entire period of Executive’s possession or control of such Company funds unless directed otherwise in writing. At any time upon request, and at the time when Executive’s employment ends for any reason, even without request, Executive shall fully and accurately account to Company for any Company funds and other property in Executive’s possession or control. If Executive fails to do so, Executive hereby authorizes the Company (subject to any limitations under applicable law) to make appropriate deductions from any payment otherwise due Executive (including, without limitation, Executive’s paycheck, salary, bonus, commissions, expense reimbursements and benefits), in addition to all other remedies available to Company.

C. Clawback Policy. All compensation payable to Executive under this Agreement shall be subject to the requirements of the Company’s Clawback Policy, as the same may be in effect from time to time, as well as any other compensation recovery requirements of applicable law.

D. Background Investigation and Review of Company Property.

1. Background Information. Executive agrees that at any time during employment the Company may, subject to any applicable legal requirements, investigate Executive's background for any relevant information on any subject which might have a bearing on job performance including, but not limited to, employment history, education, financial integrity and credit worthiness, and confirm that Executive has no criminal record during the last ten years. Executive shall sign any and all documents necessary for the Company to conduct such investigation. For this purpose, Executive specifically authorizes the Company to obtain any credit reports, background checks and other information which may be useful. Executive acknowledges and, except as may be limited by applicable law, agrees to abide at all times by the terms of the Company's drug and alcohol policy. Executive understands that failure to comply with the Company's policies, including its drug and alcohol policies, may result in termination of employment.

2. Right to Inspect Company Property. Executive acknowledges and agrees that unless otherwise expressly prohibited by law, the Company has the complete right to review, inspect and monitor all Company property, including, without limitation, email, voicemail, and computer property of the Company, and to review, inspect and monitor Executive's use of the internet or other computer related transmission of information including, without limitation, the identity and use of USB and other computer related drives. Executive acknowledges that Executive has no expectation of privacy in the Company's property, including, without limitation, email, voicemail, and computer property.

3 Executive's Representations. In addition to all other representations and warranties made by Executive to Company, Executive further represents and warrants that, in the five (5) years prior to the date Executive signs this Agreement, Executive has not been subject to a complaint, investigation, discipline, or termination by any employer relating to allegations of unlawful harassment, discrimination, or retaliation and that Executive has not been accused of, investigated, arrested for, or convicted of any crimes involving sexual misconduct. Executive further represents and warrants that he is not aware of any situation that might cause a claim of this nature to surface in the future. This representation and warranty by Executive is a material inducement to the Company entering into this Agreement, and a breach of this representation and warranty is sufficient reason to terminate this Agreement for Cause.

E. Assignment of Inventions.

1. Inventions Assignment. Executive shall make prompt and full disclosure to the Company, shall hold in trust for the sole benefit of the Company, and does assign exclusively to the Company all right, title and interest in and to any and all inventions, discoveries, designs, developments, improvements, copyrightable material and trade secrets (collectively herein "Inventions") that Executive solely or jointly may conceive, develop, author, reduce to practice or otherwise produce during Executive's employment with the Company.

2. Outside Inventions. Executive's obligation to assign shall not apply to any Invention about which Executive can prove all the following: (a) it was developed entirely on Executive's own time; (b) no equipment, supplies, facility, services or trade secret information of the Company was used in its development; (c) it does not relate (i) directly to the business of the Company or its affiliates or (ii) to the actual or demonstrably anticipated business, research or development of the Company or its affiliates; and (d) it does not result from any work performed by Executive for the Company or its affiliates. Executive shall attach a list of all existing Inventions meeting these requirements to this Agreement.

F. Compliance with Laws and the Company's Code of Conduct and Business Ethics .

1. Commitment to Compliance. The Company is committed to providing equal employment opportunity for all persons regardless of race, color, gender, creed, religion, age, marital or family status, national origin, citizenship, mental or physical disabilities, veteran status, ancestry,

citizenship, HIV or AIDS, sexual orientation, gender expression and/or identity, on-the-job-injuries, or the assertion of any other legally enforceable rights, or other protected status under applicable law. Equal opportunity extends to all aspects of the employment relationship, including hiring, transfers, promotions, training, termination, working conditions, compensation, benefits, and other terms and conditions of employment. The Company is likewise committed to ensuring that employees are accurately paid for all hours worked.

2. Duty to Comply with the Law. Executive agrees to and shall comply with all federal, state and local laws and regulations, including, without limit, equal employment opportunity laws and wage and hour laws. Executive agrees to and shall immediately notify the Company if Executive becomes aware of a violation of the law, or suspects a violation of the law has or will occur. Executive acknowledges that Executive may be held personally liable for intentional violations.

3. Duty to Comply with Company's Code of Conduct and Business Ethics. Executive acknowledges and agrees that it is Executive's duty to be familiar with the Company's Code of Conduct and Business Ethics, as revised and/or amended from time to time, and to comply with all of its respective provisions.

G. Cooperation. After the termination of Executive's employment, upon reasonable notice from Employer, Executive agrees to cooperate fully with Employer, specifically including any attorney or other consultant retained by Employer, in connection with any pending or future litigation, arbitration, business, or investigatory matter. The Parties acknowledge and agree that such cooperation may include, but shall in no way be limited to, Executive being available for interview by Employer, or any attorney or other consultant retained by Employer and providing to Employer any documents in Executive's possession or under Executive's control.

H. Miscellaneous.

1. Integration. Except with respect to the Non-Competition Agreement, Change-in-Control Agreement and Indemnification Agreement, and Indemnification Agreement between Executive and the Company, dated as of October 25, 2019, (i) no promises or other communications made by either the Company or Executive are intended to be, or are, binding unless they are set forth in this Agreement inclusive of Exhibits; and (ii) this Agreement inclusive of Exhibits contains the entire agreement between the parties with respect to Executive's employment by the Company. This Agreement may not be modified except by a written instrument signed by an appropriate officer of the Company and by Executive.

2. Choice of Law. The Company and Executive agree that this Agreement and all interpretations of the provisions of this Agreement will be governed by the laws of the State of Washington, without regard to choice of law principles.

3. Venue and Consent to Jurisdiction. Where the parties have mutually waived their right to arbitration in writing or have not sought to enforce their right to compel arbitration, or where a temporary and/or preliminary or permanent injunction may be necessary to protect the interests of either party, Executive and the Company hereby irrevocably and unconditionally submit to the jurisdiction of the Washington State Superior Court for Peirce County or the United States District Court, Western District of Washington at Tacoma, or to any court in any location where Executive is threatening to breach or is engaged in breaching the Agreement; Executive and the Company consent to submit to venue and personal jurisdiction of the courts identified herein, and agree to waive any claim that any such suit, action, or proceeding has been brought in an inconvenient forum. Executive and the Company agree that the choice of venue lies solely in the discretion of the Company.

4. No Waiver of Rights. A waiver by the Company of the breach of any of the provisions of this Agreement by Executive shall not be deemed a waiver by the Company of any subsequent breach, nor shall recourse to any remedy hereunder be deemed a waiver of any other or further relief or remedy provided for herein. No waiver shall be effective unless made in writing and signed by the General

Counsel of the Company. The Agreement shall be enforceable regardless of any claim Executive may have against the Company.

5. Severability. The provisions of this Agreement are intended to be severable from each other. No provision will be invalid because another provision is ruled invalid or unenforceable. If any provision in this Agreement is held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement and shall be re-written to provide the maximum effect consistent with the intent of the provision.

6. Binding Effect and Assignability. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, assigns, affiliated entities, and any party-in-interest. Executive agrees and understands that, should the Company be acquired by, merge with, or otherwise combine with another corporation or business entity, the surviving entity will have all rights to enforce the terms of this Agreement as if it were the Company itself enforcing the Agreement. The Company reserves the right to assign this Agreement to its affiliates, an affiliated company or to any successor-in-interest to the Company's business without notifying Executive, and Executive hereby consents to any such assignment. All terms and conditions of this Agreement will remain in effect following any such assignment. Notwithstanding the foregoing, Executive may not assign this Agreement.

7. Non-Disparagement. At all times during the Executive's employment with the Company and following termination of that employment by either Executive or the Company, Executive shall not publicly disparage the Company or its subsidiaries or any of their respective directors, officers or employees. Executive shall not be in breach of this provision by providing information as required by law or legal compulsion.

8. Survival. Notwithstanding any provision of this Agreement to the contrary, the parties' respective rights and obligations under Sections II.B and III do and shall survive any termination of Executive's employment and/or the assignment of this Agreement by the Company to any successor in interest or other assignee.

9. Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

10. Attorney's Fees. In any suit or proceeding to enforce the terms of this Agreement, Executive and the Company agree that the prevailing party in any such dispute shall be paid and indemnified by the non-prevailing party for and against all expenses of every nature and character incurred by in pursuing such suit or proceeding including, without limitation, all reasonable attorneys' fees, costs and disbursements.

11. Headings for Convenience Only. The headings used in this Agreement are intended for convenience or reference only and will not in any manner amplify, limit, modify or otherwise be used in the construction or interpretation of any provision of this Agreement. References to Sections are to Sections of this Agreement. Any reference in this Agreement to a provision of a statute, rule or regulation will also include any successor provision thereto.

12. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts (including by electronic mail portable document format (*.pdf) (or similar electronic means) or facsimile signature), and each such counterpart when delivered shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement. The parties mutually agree that the parties may use electronic signature technology to expedite the execution of this Agreement, pursuant to the Electronic Signatures in Global National Commerce Act, the Uniform Electronic Transaction Act, and any other applicable state or local law, and such electronic signatures will be enforceable as if the signatures were handwritten.

**EXHIBIT A
(OFFER LETTER)**



July 8, 2022

Steve Cooper
613 S. Fox Den Road,
Midway, UT 84049

Dear Steve,

It is my pleasure to extend the following promotional offer to you on behalf of TrueBlue. We trust that your knowledge, skills and experience will continue to be a valuable asset to our organization. This offer is based upon the following terms:

Position: President and Chief Executive Officer

Reporting to: The TrueBlue Board of Directors (the "Board")

Base Salary: \$1,000,000 annually, paid on a bi-weekly basis and subject to applicable taxes.

Annual Bonus: Target of 150% of base salary which shall be prorated for time employed during 2022 and will be subject to the terms and conditions approved by the Compensation Committee of the Board

Signing Bonus: \$250,000

Annual Equity Grant: Anticipated to be 350% of base salary at target, starting in February 2023

Upon Hiring Equity Grant: A restricted stock unit (RSU) award with a value of \$3,500,000 as of the date of grant, subject to the terms and conditions below and in the equity-grant terms and conditions

Effective Start Date: June 14, 2022

Upon Hiring Equity Grant: You will receive a one-time award of RSUs having a value of 350% of base salary, or \$3,500,000. The number of shares you receive will be based on the grant value divided by the average closing price of the previous 60 trading days of the stock on the grant date. The RSUs will be granted effective on August 1, 2022. Subject to your continued employment with the Company, these RSUs will cliff vest on the earlier of (i) the third anniversary date of the grant, or (ii) the appointment of a new, Board approved CEO, if you provided the Board with at least 120 calendar days' advanced written notice of your intent to terminate employment and/or retire; however, if the appointment of a new, board approved CEO occurs before the first anniversary of the date of grant, only one-third of the RSUs will vest and the remaining two-thirds of the RSUs will be forfeited.

Annual Equity Grant: You will be eligible for an annual equity award currently expected to be 350% of base salary at target. Annual equity grants are typically granted in February and actual award values and equity components are subject to the approval of the Compensation Committee.

Annual Bonus Plan: You will be eligible for an annual cash bonus award currently expected to be 150% of base salary at target. Annual bonus awards are typically set early in each calendar year and evaluated in December by the Governance Committee and your final bonus award subject to the approval of the Compensation Committee.

Health & Welfare Benefits: You will be eligible for the health and wellness benefits offered to all regular employees of the Company.

Paid Time Off: You will be eligible to accrue 30 days of time off each year with increases based upon the length of employment. TrueBlue also recognizes six holidays per year. PTO combines vacation, personal holiday and sick days into one flexible bank of time that you can use to take paid time off from work.

Nothing in this offer letter is intended to be a contract of employment or a promise of specific treatment in specific situations. This offer letter does not change your at-will employment status and TrueBlue reserves the right to modify your compensation, title or continued employment as circumstances dictate.

Employment and Related Agreements: This offer of at-will employment by the Company is contingent upon your agreement to the terms and conditions contained in an employment agreement and non-compete agreement with the Company. Nothing in this offer letter itself is intended to be a contract of employment or a promise of specific treatment in specific situations unless expressly set forth herein, nor does this offer letter change your employment at-will status if you accept it.

We are excited about continuing our mutually rewarding employment relationship. If you have any questions regarding this offer letter, please contact me.

Sincerely,

Jeff Sakaguchi
Independent Chair of the Governance Committee

I have read and accept the terms of this employment offer.

Signature Date

EXHIBIT B

(SAMPLE) WAIVER AND RELEASE OF CLAIMS

This Release of Claims ("Release") is hereby executed by _____ ("Executive") in accordance with the Employment Agreement between Executive and Company _____, Inc. ("Employer"), dated _____ ("Employment Agreement").

RECITALS

- A. Employer and Executive are parties to the Employment Agreement.
- B. The Employment Agreement provides for certain payments and benefits to Executive upon termination of Executive's employment under certain circumstances, provided that Executive signs and delivers to Employer upon such termination a Release in substantially the form of this Release, and does not revoke the same.
- C. Executive desires for Employer to make payments in accordance with the Employment Agreement and therefore executes this Release.

TERMS

- 1. Recitals. The foregoing Recitals A through C are expressly incorporated in this Release and any capitalized terms that are not defined in this Release shall have the meaning set forth in the Employment Agreement.
- 2. Waiver, Release and Covenant. On behalf of Executive and Executive's marital community, heirs, executors, administrators and assigns, Executive expressly waives, releases, discharges and acquits any and all claims against Employer and its present, former and future affiliates, related entities, predecessors, successors and assigns, and all of their present, former and future officers, directors, stockholders, employees, agents, partners, and members, in their individual and representative capacities (collectively "Released Parties") that arise from or relate to Executive's employment with Employer and/or the termination of such employment ("Released Claims"). This waiver and release includes any and all Released Claims (including claims to attorneys' fees), damages, causes of action or disputes, whether known or unknown, based upon acts or omissions occurring or that could be alleged to have occurred before the execution of this Release. Released Claims include, without limitation, claims for wages, employee benefits, and damages of any kind whatsoever arising out of any: contract, express or implied; tort; discrimination; wrongful termination; any federal, state, local or other governmental statute or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act, as amended ("ADEA"); the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973; the Family and Medical Leave Act; the Employee Retirement Income Security Act of 1974, including but not limited to claims under Employer-sponsored severance and termination pay plans, if any; and any other legal limitation on the employment relationship. Executive also covenants and promises never to file, press or join in any complaint or lawsuit for personal relief or any amounts of any nature based on any Released Claim and agrees that any such claim, if filed by Executive, shall be dismissed, except that this covenant and promise does not apply to any claim of Executive challenging the validity of this Release in connection with claims arising under the ADEA and/or the Older Workers' Benefit Protection Act of 1990 ("OWBPA"). Nothing in this Release generally prevents Executive from filing a charge or complaint with, or from participating in an investigation or proceeding conducted by, the EEOC, NLRB, or any other federal, state or local agency charged with the enforcement of any employment laws. Notwithstanding the foregoing, Executive agrees to waive the right to receive future monetary recovery directly from the Employer, including Employer payments that result from any complaints or charges that Executive files with any governmental agency

or that are filed on Executive's behalf. This waiver does not apply if it is otherwise prohibited by law, including whistleblower awards under Section 21F of the Securities Exchange Act. Executive further agrees to provide a reasonable assistance if any of Executive's Released Claims requires judicial approval. Executive represents and warrants that he is the sole owner of all Released Claims and has not assigned, transferred, or otherwise disposed of Executive's right or interest in those matters. Notwithstanding the foregoing, this waiver and release does not apply to claims that arise after the date that the release is executed, claims to vested benefits under ERISA, workers' compensation claims or any other claims that may not be released under this Release in accordance with applicable law.

3. Acknowledgment of Sufficiency of Consideration. Executive acknowledges and agrees that in the absence of Executive's execution of this Release, Employer is not obligated to provide Executive with the payment and benefits described in the Employment Agreement, and that the payment and benefits set forth in the Employment Agreement are adequate consideration for the covenants and release herein.

4. Covenants and Obligations under Employment Agreement. Nothing in this Release supersedes or restricts any obligations that Executive owes to Employer, including, without limitation, the obligation to protect Employer's interests in Confidential Information and trade secrets and inventions under the Employment Agreement and/or under applicable law, and/or the Non-Competition Agreement executed by Executive. Executive agrees to comply with all covenants that Executive has entered into with Employer.

5. Non-Disparagement. Executive agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, including but not limited to any statements made via social media, on websites or blogs, that defame, disparage Employer or its subsidiaries or any of their respective directors, officers or employees. Executive will not be in breach of this provision by providing information as required by law or legal compulsion.

Executive further understands and agrees that this paragraph is a material provision of this Release and that any breach of this paragraph shall be a material breach of this Release, and that Employer would be irreparably harmed by violation of this provision.

6. Disclosure. Executive acknowledges and warrants that s/he is not aware of, or that s/he has fully disclosed to Employer, any matters for which Executive was responsible or which came to Executive's attention as an employee of Employer that might give rise to, evidence, or support any claim of illegal conduct, regulatory violation, unlawful discrimination, or other cause of action against Employer.

7. Employer Property. All records, files, lists, including computer generated lists, data, drawings, documents, equipment and similar items relating to Employer's business that Executive generated or received from Employer remains Employer's sole and exclusive property. Executive agrees to promptly return to Employer all property of Employer in his/her possession or control, including Employer property and confidential information (and copies thereof) contained on any of Executive's personal computers, cell phones, tablets, electronic storage devices, email accounts, or cloud-based storage and accounts. Executive further represents that s/he has not copied or caused to be copied, printout, or caused to be printed out any documents or other material originating with or belonging to Employer. Executive additionally represents that s/he will not retain in her/his possession or control any such documents or other materials.

8. No Admission. This Release is being entered into to facilitate an amicable separation between the parties and to avoid or resolve any potential disputes and is not intended as and shall not be construed as an admission by either Employer of any wrongful or unlawful act, any and all of which Employer denies.

9. Review and Revocation Period. Executive has a period of seven (7) calendar days after delivering the executed Release to Employer to revoke the Release. To revoke, Executive must deliver a notice revoking Executive's agreement to this Release to the General Counsel of Employer. This Release shall become effective on the eighth day after delivery of this executed Release by Executive to Employer ("Effective Date"), provided that Executive has not revoked the Release. Employer shall have no

obligation to provide Executive with any payment or benefits as described in the Employment Agreement if Executive revokes this Release.

10. Governing Law. This Release shall be interpreted in accordance with the law of the State of Washington, without regard to the conflicts of law provisions of such laws.

11. Severability. If any provision of this Release constitutes a violation of any law or is or becomes unenforceable or void, then such provision, to the extent only that it is in violation of law, unenforceable or void, shall be deemed modified to the extent necessary so that it is no longer in violation of law, unenforceable or void, and such provision will be enforced to the fullest extent permitted by law. If such modification is not possible, such provision, to the extent that it is in violation of law, unenforceable or void, shall be deemed severable from the remaining provisions of this Release, which shall remain binding.

12. Entire Agreement. This Release constitutes the entire agreement of the parties regarding the subject matter hereof, and supersedes all prior and contemporaneous negotiations and agreements, oral or written, express or implied, regarding the subject hereof, with the exception of the Employment Agreement and Non-Competition Agreement, which have been expressly incorporated herein. All prior and contemporaneous negotiations and agreements regarding the subject hereof are deemed incorporated and merged into this Release and are deemed to have been abandoned if not so incorporated.

13. Knowing and Voluntary Agreement. Executive hereby warrants and represents that (a) Executive has carefully read this Release and finds that it is written in a manner that he understands; (b) Executive knows the contents hereof; (c) Executive has been advised to consult with Executive's personal attorney regarding the Release and its effects and has done so or has voluntarily chosen not to do so; (d) Executive understands that Executive is giving up all Released Claims and all damages and disputes that have arisen before the date of this Release, except as provided herein; (e) Executive has had ample time to review and analyze this entire Release; (f) Executive did not rely upon any representation or statement concerning the subject matter of this Release, except as expressly stated in the Release; (g) Executive has been given at least twenty-one (21) days to consider this Release and seven (7) days to revoke this Release, and that any changes made to this Release, whether material or immaterial, will not restart the running of the 21-day consideration period; (h) Executive understands the Release's final and binding effect; (i) Executive has signed this Release as Executive's free and voluntary act.

14. Arbitration and Venue. Employer and Executive agree that any claim arising out of or relating to this Release of Claims, or the breach of this Release of Claims, shall be submitted to and resolved by binding arbitration under the Federal Arbitration Act ("FAA"), except for claims where a temporary and/or preliminary or permanent injunction may be necessary to protect the interests of Employer, or the employee. Unless applicable law requires otherwise, the arbitrator will have the authority to determine the enforceability of this Agreement as well as whether a claim is arbitrable, both of which will be decided under the FAA. Employer and Executive agree that all claims shall be submitted to arbitration including, but not limited to, claims based on any alleged violation of Title VII or any other federal or state laws; claims of discrimination, harassment, retaliation, wrongful termination, compensation due or violation of civil rights; or any claim based in tort, contract, or equity. Any arbitration between Employer and Executive will be administered by the American Arbitration Association under its Employment Arbitration Rules and Federal Rule of Civil Procedure 68, then in effect. The award entered by the arbitrator will be based solely upon the law governing the claims and defenses pleaded, and will be final and binding in all respects. Judgment on the award may be entered in any court having jurisdiction. In any such arbitration, neither Executive nor Employer shall be entitled to join or consolidate claims in arbitration or arbitrate any claim as a representative or member of a class. Employer agrees to pay for the arbiter's fees where required by applicable law. Where the parties have mutually waived their right to arbitration in writing or have not yet sought to enforce their right to compel arbitration, venue for any legal action in connection with this Release of Claims will be limited exclusively to the Washington State Superior Court for Pierce County, or the United States District Court for the Western District of Washington at Tacoma. Executive and Employer agrees to submit to the personal jurisdiction of the courts identified herein, and agrees to waive any objection to personal jurisdiction in these courts

including but not limited to any claim that any such suit, action or proceeding has been brought in an inconvenient forum.

15. Amendment. This Release can be changed only by an instrument in writing signed by the Party against whom enforcement of such change is sought.

16. Counterparts: Electronic Signatures. This Release may be executed in any number of counterparts (including by electronic mail portable document format (*.pdf) (or similar electronic means) or facsimile signature), and each such counterpart when delivered shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement. The parties mutually agree that either party may use electronic signature technology to expedite the execution of this Release, pursuant to the Electronic Signatures in Global National Commerce Act, the Uniform Electronic Transaction Act, and any other applicable state or local law, and such electronic signatures will be enforceable as if the signatures were handwritten.

END OF EXHIBIT B
(SAMPLE) RELEASE OF CLAIMS

CHANGE IN CONTROL AGREEMENT

This Change in Control Agreement (“Agreement”) is between Steven C. Cooper (“Executive”) and TrueBlue, Inc. or a TrueBlue, Inc. subsidiary, affiliate, related business entity, successor, or assign (collectively “TrueBlue” or “Company”) and is effective as of July 8, 2022.

RECITALS

A. The Executive is a senior executive of the Company and is expected to make major contributions to the short- and long-term profitability, growth and financial strength of the Company;

B. The Company recognizes that the possibility of a Change in Control exists and that such possibility, and the uncertainty it may create among management, may result in the distraction or departure of management personnel, to the detriment of the Company and its shareholders, including a reduction of the value received by shareholders in a Change in Control transaction;

C. The Company desires to assure itself of both present and future continuity of management and to establish fixed severance benefits for certain of its senior executives, including the Executive, applicable in the event of a Change in Control; and

D. The Company desires to provide additional inducement for the Executive to continue to remain in the employ of the Company.

Accordingly, the Company and the Executive agree as follows:

1. **Certain Defined Terms.** In addition to terms defined elsewhere herein, the following terms have the following meanings when used in this Agreement with initial capital letters:

(a) “**After-Tax Amount**” means the amount to be received by an Executive determined on an after-tax basis taking into account the excise tax imposed pursuant to Section 4999 of the Code, or any successor provision thereto, any tax imposed by any comparable provision of state law and any applicable federal, state and local income and employment taxes.

(b) “**Base Pay**” means the Executive’s annual base salary rate as in effect at the time a determination is required to be made under Section 4.

(c) “**Board**” means the Board of Directors of the Company. Any action of the Board herein contemplated will be valid if adopted by a majority of the total number of directors then in office or a majority of the Incumbent Directors and for purposes of interpreting, amending or waiving any portion of this Agreement, may be adopted by a majority of the Incumbent Directors by written action, whether or not unanimous, or may be delegated by specific action of the Board of Directors after the date hereof to any Board committee comprised solely of Incumbent Directors who are also Independent Directors.

(d) “**Business Area**” shall mean all United States and Canada for the Company’s PeopleReady Business, which competes in the blue collar/light industrial staffing area. This term shall also mean for the Company’s RPO and MSP business any location in which TrueBlue conducts or plans to conduct business both domestically and internationally. Executive acknowledges that that TrueBlue plans to continue to expand its operations and presence both domestically and internationally, and that as a member of TrueBlue’s senior management, Employee’s services are integral to these operations and expansion plans.

(e) “**Cause**” means that, prior to any termination:

turpitude;

(i) The Executive is convicted of or takes a plea of *nolo contendere* to a crime involving dishonesty, fraud or moral

(ii) The Executive has engaged in fraud, embezzlement, theft or other dishonest acts;

(iii) The Executive materially violates a significant Company policy, such as policies required by the Sarbanes-Oxley Act, the Company's Drug Free Workplace Policy or Company's policy against harassment, and does not cure such violation (if curable) within ten (10) days after written notice from the Company;

(iv) The Executive intentionally takes any action that materially damages the assets (including tangible and intangible assets, such as name or reputation) of the Company; or

(v) The Executive breaches this Agreement in any other material respect and does not cure such breach (if curable) within ten (10) days after written notice from the Company or, if notice and cure have previously taken place regarding a similar breach, if the breach recurs.

For purposes of this Agreement, no act or failure to act on the part of the Executive will be deemed "intentional" if it was due primarily to an error in judgment or ordinary negligence, but will be deemed "intentional" only if done or omitted to be done by the Executive not in good faith and without reasonable belief that the Executive's action or omission was in the best interest of the Company. Notwithstanding the foregoing, the Executive will not be deemed to have been terminated for "Cause" hereunder unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the Board at a meeting of the Board called and held for such purpose, after reasonable notice to the Executive and an opportunity for the Executive, together with the Executive's counsel (if the Executive chooses to have counsel present at such meeting), to be heard before the Board, finding that, in the good faith opinion of the Board after consultation with outside counsel, there is clear and convincing evidence that the Executive had committed an act constituting "Cause" as herein defined and specifying the particulars thereof in reasonable detail. Nothing herein will limit the right of the Executive or Executive's beneficiaries to contest the validity or propriety of any such determination.

(f) "**Change in Control**" means that during the Term any of the following events occurs, provided such event also constitutes a change of control event under Treasury Regulation Section 1.409A-3(i)(5):

(i) any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "**Person**") is or becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 33 1/3 % of the combined voting power of the then-outstanding Voting Stock of the Company events;

(ii) a majority of the Board ceases to be comprised of Incumbent Directors; or

(iii) the consummation of a reorganization, merger, consolidation, plan of liquidation or dissolution, recapitalization or sale or other disposition of all or substantially all of the assets of the Company or the acquisition of the stock or assets of another corporation, or other transaction (each, a "**Business Transaction**"), and as a result of which less than fifty percent (50%) of the outstanding voting interests or securities of the surviving or resulting entity immediately after the Business Transaction are owned in the aggregate by the former shareholders of the Company, as the same shall have existed immediately prior to such Business Transaction, in substantially the same proportions as their ownership before such Business Transaction.

(g) "**COBRA**" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and as set forth in Code Section 4980B and Part 6 of Subtitle B of Title I of ERISA.

(h) “**Code**” means the Internal Revenue Code of 1986, as amended.

(i) “**Conflicting Organization**” means, any person, entity or organization engaged (or about to become engaged) in a business similar to, or that competes with, the business of Company, including without limitation any person or organization that provides any product, process or service that is similar to or competes with any product, process or service provided by Company, or about to be provided by the Company.

Although the term “Conflicting Organization” should be measured at the time of the Executive’s departure, or at the time of the enforcement of these provisions, the term “Conflicting Organization” specifically includes without limitation any person, entity or organization that provides temporary and/or permanent staffing services in the blue collar or light industrial area (specifically including but not limited to general labor, skilled labor, warehouse management, construction, hospitality, waste, trucking, mechanics, and aviation staffing), outsourced human capital services focused on recruitment (often referred to as “RPO”), workforce management, managed service providers (“MSP”), or applicant process outsourcing.

(j) “**Continuation Period**” means the period specified in Annex A.

(k) “**Employee Benefits**” means the benefits and service credit for benefits as provided under any and all employee retirement income and welfare benefit policies, plans, programs or arrangements in which the Executive is entitled to participate, including without limitation any stock option, performance share, performance unit, stock purchase, stock appreciation, savings, pension, supplemental executive retirement, or other retirement income or welfare benefit, deferred compensation, incentive compensation, group or other life, health, medical/hospital or other insurance (whether funded by actual insurance or self-insured by the Company or a Subsidiary), disability, salary continuation, expense reimbursement and other employee benefit policies, plans, programs or arrangements that may now exist or any equivalent successor policies, plans, programs or arrangements that may be adopted hereafter by the Company or a Subsidiary, providing benefits and service credit for benefits at least as great in the aggregate as are payable thereunder immediately prior to a Change in Control.

(l) “**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended.

(m) “**Excess Parachute Payment**” means a payment that creates an obligation for Executive to pay excise taxes under Section 280G of the Code or any successor provision thereto.

(n) “**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

(o) “**Good Reason**” means the occurrence of one or more of the following events:

(i) Failure to elect or reelect or otherwise to maintain the Executive in the office or the position he had with the Company immediately prior to a Change in Control, or a substantially equivalent or better office or position than that which he had with the Company immediately prior to the Change in Control; or a Change in reporting structure for Executive where they no longer report to either the Chief Operating Officer or Chief Executive Officer, or a similar position with any legal successor to the Company or, if the Company merges with or into another entity with substantial operations, with respect to the business of the Company and its Subsidiaries substantially as conducted immediately prior to the Change in Control;

(ii) Failure of the Company to remedy any of the following within 30 calendar days after receipt by the Company of written notice thereof from the Executive: (A) a significant adverse change in the nature or scope of the authorities, powers or functions attached to the position with the Company which the Executive held immediately prior to the Change in Control, (B) a material reduction in the Executive’s Base Pay, (C) a material reduction in the Executive’s incentive or bonus pay opportunity, assuming 100% achievement of the quantitatively measurable conditions to receipt of such

incentive or bonus pay, and all such qualitative conditions, in each case as applicable to the Executive immediately prior to the Change in Control (such amount, “**Incentive Pay**”), or (D) the termination or denial of the Executive’s rights to material Employee Benefits or a material reduction in the scope or value of the Employee Benefits made available to the Executive, unless such termination or reduction referred to in clauses (B), (C) or (D) applies on a substantially similar basis to all executive officers of the Company and its parent entities;

(iii) The liquidation, dissolution, merger, consolidation or reorganization of the Company or the transfer of all or substantially all of its business and/or assets, unless the successor or successors (by liquidation, merger, consolidation, reorganization, transfer or otherwise) to which all or substantially all of its business and/or assets have been transferred (by operation of law or otherwise) assumed all duties and obligations of the Company under this Agreement pursuant to Section 13(a);

(iv) Either (A) the Company requires the Executive to have Executive’s principal location of work changed to any location that is in excess of 50 miles from the Executives’ principal residence without Executive’s prior written consent, or (B) the Company materially increases the Executive’s required business travel (such as if the successor to the Company following a Change in Control is headquartered outside of the United States and requires the Executive to regularly travel to those headquarters); or

(v) Without limiting the generality or effect of the foregoing, any material breach of this Agreement or any Other Employment Agreement (as defined in Section 6) by the Company or any successor thereto.

A termination of employment by the Executive for one of the reasons set forth in clauses (i) - (v) above will not constitute “Good Reason” unless, within the 60-day period immediately following the occurrence of such Good Reason event, the Executive has given written notice to the Company specifying in reasonable detail the event or events relied upon for such termination, the Company has not remedied such event or events within 30 days of the receipt of such notice and the Executive terminates employment with 60 days following the expiration of such remedial period. The Company and the Executive may mutually waive in writing any of the foregoing provisions with respect to an event or events that otherwise would constitute Good Reason.

(p) “**Incumbent Directors**” means the individuals who, as of the date hereof, are Directors of the Company and any individual becoming a Director subsequent to the date hereof whose election, nomination for election by the Company’s shareholders, or appointment, was approved by a vote of at least two-thirds of the then Incumbent Directors (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without objection to such nomination); provided, however, that an individual shall not be an Incumbent Director if such individual’s election or appointment to the Board occurs as a result of an actual or threatened election contest (as described in Rule 14a-12(c) of the Exchange Act) with respect to the election or removal of Directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board.

(q) “**Independent Directors**” means directors who qualify as “independent” directors under then-applicable New York Stock Exchange rules applicable to compensation committees (whether or not the Company’s securities continue to be listed for trading thereon).

(r) “**Non-Competition Period**” and “**Non-Solicitation Period**” means the period specified in Annex A. If Executive violates any of the covenants in this Agreement, the Non-Competition Period and Non-Solicitation Period covered by the covenants will automatically be extended by a length of time equal to the time period during which such violation occurred.

(s) “**Other Agreement**” means an agreement, contract or understanding (including any option or equity plan or agreement) other than this Agreement, heretofore or hereafter entered into by the Executive with the Company or any Subsidiary.

(t) “**Other Employment Agreements**” are defined in Section 6.

(u) “**Restrictive Covenants**” is defined in Sections 8 and 9.

(v) “**Severance Period**” means the period of time commencing on the date of the first occurrence of a Change in Control and continuing until the earlier of (i) the third anniversary of the occurrence of the Change in Control or (ii) the Executive’s death.

(w) “**Specified Employee**” is defined in Section 4.

(x) “**Subsidiary**” means an entity in which the Company directly or indirectly beneficially owns 50% or more of the outstanding Voting Stock.

(y) “**Term**” means the period commencing as of the date hereof and expiring on the close of business on December 31, 2017; provided, however, that (i) commencing on January 1, 2018 and each January 1 thereafter, the term of this Agreement will automatically be extended for an additional year unless, not later than September 30 of the immediately preceding year, the Company or the Executive shall have given notice that it or the Executive, as the case may be, does not wish to have the Term extended; (ii) if a Change in Control occurs during the Term, the Term will expire on the last day of the Severance Period, provided that such expiration shall have no effect if the Executive is terminated and is entitled to the benefits provided in Section 4; and (iii) subject to Section 3(c), if, prior to a Change in Control, the Executive ceases for any reason to be a full-time employee of the Company, thereupon without further action the Term shall be deemed to have expired and this Agreement will immediately terminate and be of no further effect.

(z) “**Termination Date**” means the date on which the Executive’s employment with the Company and its Subsidiaries terminates.

(aa) “**Triggering Termination**” is defined in Section 4.

(bb) “**Voting Stock**” means securities entitled to vote generally in the election of directors.

(cc) “**Welfare Benefits**” means Employee Benefits that are provided under any “welfare plan” (within the meaning of Section 3(1) of ERISA) of the Company.

2. Operation of Agreement. This Agreement will be effective and binding immediately upon its execution, but, anything in this Agreement to the contrary notwithstanding, except as provided in Section 3(c), this Agreement will not be operative unless and until a Change in Control occurs. Upon the occurrence of a Change in Control at any time during the Term, without further action, this Agreement will become immediately operative.

3. Termination Following a Change in Control.

(a) In the event of the occurrence of a Change in Control, the Executive’s employment may be terminated by the Company during the Severance Period (or pursuant to Section 3(c)) and the Executive will be entitled to the benefits provided by Section 4 unless such termination is the result of the occurrence of one or more of the following events:

(i) The Executive’s death;

(ii) If the Executive becomes permanently disabled within the meaning of, and begins actually to receive disability benefits pursuant to, the long-term disability plan in effect for, or applicable to, the Executive immediately prior to the Change in Control; or

(iii) Cause.

If, during the Severance Period, the Executive's employment is terminated by the Company other than pursuant to Section 3(a)(i), 3(a)(ii) or 3(a)(iii), the Executive will be entitled to the benefits provided by Section 4, provided that Executive is and remains in full compliance with the obligations in this Agreement and other covenants Executive has entered into with Company, and satisfies the conditions precedent in Section 10.

(b) In the event of the occurrence of a Change in Control, the Executive may terminate employment with the Company during the Severance Period for Good Reason with the right to severance compensation as provided in Section 4 regardless of whether any other reason, other than Cause, for such termination exists or has occurred, including without limitation other employment.

(c) Anything in this Agreement to the contrary notwithstanding, if a Change in Control occurs and not more than 90 days prior to the date on which the Change in Control occurs, the Executive's employment with the Company is terminated by the Company other than for Cause or the Executive terminates Executive's employment for Good Reason and Cause does not exist, such termination of employment will be deemed to be a termination of employment after a Change in Control for purposes of this Agreement if the Executive has reasonably demonstrated that such termination of employment (i) was at the request of a third party who has taken steps reasonably calculated to effect a Change in Control or (ii) otherwise arose in connection with or in anticipation of a Change in Control.

(d) Nothing in this Agreement will (i) be construed as creating an express or implied contract of employment, changing the status of the Executive as an employee at will, giving the Executive any right to be retained in the employ of the Company, or giving the Executive the right to any particular level of compensation or benefits or (ii) interfere in any way with the right of the Company to terminate the employment of the Executive at any time with or without Cause, subject in either case to the obligations of the Company under this Agreement.

4. Severance Compensation.

(a) Subject to the conditions of this Agreement, if, following the occurrence of a Change in Control, the Company terminates the Executive's employment during the Severance Period other than pursuant to Section 3(a)(i), 3(a)(ii) or 3(a)(iii), or if the Executive terminates Executive's employment during the Severance Period pursuant to Section 3(b) (any such termination, a "**Triggering Termination**"), the Company will pay to the Executive the amounts described in Paragraph 1 of Annex A and will continue to provide to the Executive the benefits described in Paragraph 2 of Annex A each for the periods described therein; provided, however, that if such payment or continued benefits would be considered deferred compensation subject to Code Section 409A (e.g., the payment would occur at a time that is later than two and one-half months after the year in which such payment became no longer subject to a substantial risk of forfeiture) and the Executive is considered a "**Specified Employee**" for purposes of Code Section 409A(a)(2)(B)(i) and the regulations thereunder, payments of the amounts and benefits described in Annex A that are subject to Code Section 409A and which are otherwise payable will not be made until the earlier of (i) six (6) months following the Executive's Termination Date, or (ii) the Executive's death.

(b) Without limiting the rights of the Executive at law or in equity, if the Company fails to make any payment or provide any benefit required to be made or provided hereunder on a timely basis, the Company will pay interest on the amount or value thereof at an annualized rate of interest equal to the "prime rate" as set forth from time to time during the relevant period in The Wall Street Journal "Money Rates" column, plus 200 basis points, compounded monthly, or, if less, the maximum rate legally allowed. Such interest will be payable as it accrues on demand. Any change in such prime rate will be effective on and as of the date of such change.

(c) Subject to Section 5, if there is a Triggering Termination, the Company will pay in cash to the Executive a lump sum amount equal to the sum of (i) any unpaid incentive compensation

that has been earned, accrued, allocated or awarded to the Executive for any performance period ending prior to a Triggering Termination (regardless of whether payment of such compensation is contingent on the continuing performance of services by the Executive), plus (ii) the value of any annual bonus or long-term incentive pay earned, accrued, allocated or awarded with respect to the Executive's service during the performance period or periods that includes the date on which the Change in Control occurred. Such payment will be made no later than the later of (x) five business days after the date the Company (or successor) has all of the information necessary to calculate the amount of the payment, (y) within five business days after a Triggering Termination, and (z) in the case of a payout that is subject to Code Section 409A and the Executive is a Specified Employee, six (6) months after a Triggering Termination. In the case of clauses (i) and (ii), any applicable vesting requirements will be disregarded. In the case of clause (ii), the amount will be calculated at the plan target or payout rate, prorated on the basis of the number of days of the Executive's participation during the applicable performance period to which the incentive pay related divided by the aggregate number of days in such performance period, taking into account service rendered through the payment date. All payments made under this Agreement are less applicable tax withholdings.

(d) If there is a Triggering Termination, all stock options, restricted stock and any other equity award shall become fully vested as of the date of termination notwithstanding the presence or absence of any provision in any Other Agreement executed in connection with the grant of such award.

5. Limitations on Payments and Benefits.

Notwithstanding any provision of this Agreement or any Other Agreement to the contrary, if any amount or benefit to be paid or provided under this Agreement or any Other Agreement would be an Excess Parachute Payment (including after taking into account the value, to the maximum extent permitted by Section 280G of the Code, of the Restricted Covenants), but for the application of this sentence, then the amount payable to the Executive shall be either (a) paid in full, or (b) paid after reduction by the smallest amount as would result in no portion thereof being subject to the excise tax under Section 4999 of the Code, whichever of the foregoing amounts results in the receipt by the Executive of the greater After-Tax Amount, notwithstanding that all or some portion of such payment amount may be taxable under Section 4999 of the Code. Unless the Company and the Executive otherwise agree in writing, all determinations required to be made under this Section, including the manner and amount of any reduction in the Executive's payments hereunder, and the assumptions to be utilized in arriving at such determinations, shall be made in writing in good faith by the accounting firm serving as the Company's independent public accounting firm immediately prior to the event giving rise to such payment (the "**Accounting Firm**"); provided, however, that no such reduction or elimination shall apply to any non-qualified deferred compensation amounts (within the meaning of Section 409A of the Code) to the extent such reduction or elimination would accelerate or defer the timing of such payment in manner that does not comply with Section 409A of the Code. For purposes of making the calculations required by this Section, the Accounting Firm may make reasonable assumptions and approximations concerning the application of Sections 280G and 4999 of the Code. The Company and the Executive shall furnish to the Accounting Firm such information and documents as the Accounting Firm may reasonably request to make a determination under this Section. The Accounting Firm shall provide its written report to the Company and the Executive which shall include information regarding methodology. The Company shall bear all costs the Accounting Firm may reasonably incur in connection with any calculations contemplated by this Section. The Executive and the Company shall cooperate in case of a potential change in control event to consider alternatives to mitigate any Section 280G exposure, although the Company cannot guaranty any such alternatives will be available or approved by the Company and neither the Executive nor the Company shall be obligated to enter into them.

6. No Mitigation Obligation; Other Agreements.

(a) The Company hereby acknowledges that it will be difficult and may be impossible for the Executive to find reasonably comparable employment following the Termination Date. Accordingly, the payment of the severance compensation by the Company to the Executive in accordance with the terms of this Agreement is hereby acknowledged by the Company to be reasonable, and the

Executive will not be required to mitigate the amount of any payment provided for in this Agreement by seeking other employment or otherwise, nor will any profits, income, earnings or other benefits from any source whatsoever create any mitigation, offset, reduction or any other obligation on the part of the Executive hereunder or otherwise, except as expressly provided in Paragraph 2(E) of Annex A.

(b) A termination of employment pursuant to Section 3(a), 3(b) or 3(c) will not affect any rights that the Executive may have pursuant to any agreement, policy, plan, program or arrangement of the Company or Subsidiary providing Employee Benefits, which rights will be governed by the terms thereof. To the extent that the Executive receives payments by reason of his or her termination of employment pursuant to any other employment or severance agreement or employee plan (collectively, "**Other Employment Agreements**"), the amounts otherwise receivable under Section 4 will be reduced by the amounts actually paid pursuant to the Other Employment Agreements, but not below zero, to avoid duplication of payments so that the total amount payable or value of benefits receivable hereunder and under the Other Employment Agreements is not less than the amounts so payable or value so receivable had such benefits been paid in full hereunder. The purpose of this Section 6(b) is to avoid duplication of, but not to limit, payments or benefits, so this Section 6(b) may not be interpreted as being intended to assure that, in circumstances in which a payment would otherwise be due under Section 4, the total amounts received by the Executive or value of benefits provided to him or her will in no event be less than those payable or to be provided hereunder.

7. Legal Fees and Expenses.

It is the intent of the Company that, except for those rights and obligations pursuant to Section 8, the Executive not be required to incur legal fees and the related expenses associated with the interpretation, enforcement or defense of the Executive's rights in connection with any dispute arising under this Agreement because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Executive hereunder. Accordingly, if it should appear to the Executive that the Company has failed to comply with any of its obligations under this Agreement or in the event that the Company or any other person takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any proceeding designed to deny, or to recover from, the Executive the benefits provided or intended to be provided to the Executive hereunder, the Company irrevocably authorizes the Executive from time to time to retain counsel of Executive's choice, at the expense of the Company as hereafter provided, to advise and represent the Executive in connection with any such dispute or proceeding. Without respect to whether the Executive prevails, in whole or in part, in connection with any of the foregoing, the Company will pay and be solely financially responsible for any and all reasonable attorneys' and related fees and expenses incurred by the Executive in connection with any of the foregoing; provided that, in regard to such matters, the Executive has not acted in bad faith or with no colorable claim of success. Such payments will be made within five business days after delivery of the Executive's written requests for payment, accompanied by such evidence of fees and expenses incurred as the Company may reasonably require.

8. Duty of Loyalty; Non-Competition; Non-Solicitation and Non-Disclosure and Protection of Confidential Information.

(a) **Duty of Loyalty.** Executive agrees to devote all time that is reasonably necessary to execute and complete Executive's duties to Company. During the time necessary to execute Executive's duties, Executive agrees to devote Executive's full and undivided time, energy, knowledge, skill and ability to Company's business, to the exclusions of all other business and sideline interests, unless first authorized, in writing, by a proper representative of Company. Because of the agreement in the preceding sentence, during Executive's employment with Company, Executive also agrees not to be employed or provide any type of services, whether as an advisor, consultant, independent contractor or otherwise in any capacity elsewhere unless first authorized, in writing, by a proper representative of Company. In no event will Executive allow other activities to conflict or interfere with Executive's duties to Company. Executive agrees to faithfully and diligently perform all duties to the best of Executive's ability. Executive recognizes that the services to be rendered under this Agreement require certain training, skills and experience, and that this Agreement is entered into for the purpose of obtaining such service for

Company. Upon request, Executive agrees to provide Company with any information which Executive possesses and which will be of benefit to Company. Executive agrees to perform Executive's duties in a careful, safe, loyal and prudent manner. Executive agrees to conduct him/herself in a way which will be a credit to TrueBlue's reputation and interests, and to otherwise fulfill all fiduciary and other duties Executive has to Company.

(b) Non-Competition. During the term of this Agreement and for the Non-Competition Period (as defined above and in Annex A) immediately following the termination of employment with or without Cause or Good Reason, so long as the Company continues to carry on at least substantially the same business:

(i) Executive shall not, directly or indirectly, in any Business Area, engage in, work for, provide services to, own, manage, operate, control or otherwise engage or participate in, or be connected as an owner, partner, principal, creditor, salesman, guarantor, advisor, member of the board of directors of, employee of, independent contractor of, or consultant to, any Conflicting Organization. The restrictions in this Section 8 (b) include without limitation the solicitation on behalf of a Conflicting Organization of any Client located in any Business Area (e.g., Executive may not on behalf of a Conflicting Organization solicit a Client located within a Business Area by telephoning the Client from a site located outside the Business Area).

(ii) Executive shall not, directly or indirectly, in any Business Area, engage in, work for, provide services to, own, manage, operate, control or otherwise engage or participate in, or be connected as an owner, partner, principal, creditor, salesman, guarantor, advisor, member of the board of directors of, employee of, independent contractor of, or consultant to, any Client.

(iii) Notwithstanding the foregoing provisions of this Section 8 (a) and the restrictions set forth therein, Executive may own securities in any publicly held corporation that is covered by the restrictions set forth in Section 8(b), but only to the extent that Executive does not own, of record or beneficially, more than 5% of the outstanding beneficial ownership of such corporation.

(c) Non-Solicitation/Non-Interference with Employees/Candidates. Executive acknowledges that TrueBlue has a legitimate protectable interest in maintaining a stable and undisrupted workforce. During the term of this Agreement and for the Non-Solicitation Period (as defined above and in Annex A) immediately following the termination of employment with or without Cause or Good Reason, so long as the Company continues to carry on at least substantially the same business:

(i) Executive shall not, directly or indirectly, on behalf of himself/herself, or on behalf of any other person, entity, or organization, employ, solicit for employment, or otherwise seek to employ or retain any Colleague, or in any way assist or facilitate any such employment, solicitation, or retention effort.

(ii) Executive shall not, directly or indirectly, engage in any conduct intended or reasonably calculated to induce or urge any Colleague to discontinue, in whole or in part, his/her employment relationship with TrueBlue.

(iii) Executive shall not directly or indirectly, on behalf of himself/herself, or on behalf of any other person, entity, or organization, initiate contact with any Candidate for the purpose of employing, soliciting for employment, or otherwise seeking to employ or retain any Candidate.

(d) Non-Solicitation/Non-Interference with Clients. During the term of this Agreement and for the Non-Solicitation Period (as defined above and in Annex A) immediately following the termination of employment with or without Cause or Good Reason, so long as the Company continues to carry on at least substantially the same business:

(i). Executive shall not, directly or indirectly, solicit any Client for the purpose of providing temporary and/or permanent staffing services on behalf of themselves, a Conflicting Organization, or any other entity. Employee's agreement "not to solicit" as set forth in this Section 8(d) means that Executive

shall not, directly or indirectly, solicit any Client for services that competes with the business of Company, including but not limited to providing temporary and/or permanent staffing services, outsourced human capital services focused on recruitment (RPO), workforce management, managed service providers (MSP), or applicant process outsourcing.

(ii) Executive shall not, directly or indirectly, engage in any conduct intended or reasonably calculated to induce or urge any Client to discontinue, in whole or in part, its patronage or business relationship with TrueBlue.

(iii). Executive shall not, directly or indirectly, accept any business from, or do any business with, any Client in connection with services that competes with the business of Company, including but not limited to providing temporary and/or permanent staffing services, outsourced human capital services focused on recruitment (RPO), workforce management, managed service providers (MSP), or applicant process outsourcing.

(e) Non-Disclosure and Non-Use and other Protection of Confidential Information.

(i). In connection with Executive's duties, Executive may have access to some or all of TrueBlue's "Confidential Information," whether original, duplicated, computerized, memorized, handwritten, or in any other form, and all information contained therein, including, without limitation: (a) the ideas, methods, techniques, formats, specifications, procedures, designs, strategies, systems, processes, data and software products which are unique to TrueBlue; (b) all of TrueBlue's business plans, present, future or potential or customers or clients (including the names, addresses and any other information concerning any customer or client), marketing, marketing strategies, pricing and financial information, research, training, know-how, operations, processes, products, inventions, business practices, databases and information contained therein, its wage rates, margins, mark-ups, finances, banking, books, records, contracts, agreements, principals, vendors, suppliers, contractors, employees, applicants, Candidates, skill sets of applicants, skill sets of Candidates, marketing methods, costs, prices, price structures, methods for calculating and/or determining prices, contractual relationships, business relationships, compensation paid to employees and/or contractors, and/or other terms of employment, employee evaluations, and/or employee skill sets; (c) the content of all of TrueBlue's operations, sales and training manuals; (d) all other information now in existence or later developed which is similar to the foregoing; (e) all information which is marked as confidential or explained to be confidential or which, by its nature, is confidential or otherwise constitutes the intellectual property or proprietary information of TrueBlue; and/or (vi) any of TrueBlue's "trade secrets". For the purposes of this Section 8, all references to, and agreements regarding, Confidential Information or Confidential Information of TrueBlue also apply to Confidential Information belonging to any affiliate of TrueBlue, and to any confidential or proprietary information of third party clients that TrueBlue has an obligation to keep confidential. Executive's covenants in this Section 8 shall protect affiliates and clients of TrueBlue to the same extent that they protect TrueBlue. Confidential Information shall not include any portion of the foregoing which (i) is or becomes generally available to the public in any manner or form through no fault of Employee, or (ii) is approved for Employee's disclosure or use by the express written consent of the Chief Executive Officer of TrueBlue, Inc.

(ii). Executive agrees and acknowledges that all Confidential Information is to be held in confidence and is the sole and exclusive property of TrueBlue and/or its affiliates or clients. Executive recognizes the importance of protecting the confidentiality and secrecy of Confidential Information. Executive agrees to use Executive's best efforts to protect Confidential Information from unauthorized disclosure to others. Executive understands that protecting Confidential Information from unauthorized disclosure is critically important to TrueBlue's success and competitive advantage, and that the unauthorized use or disclosure of Confidential Information would greatly damage TrueBlue. Executive recognizes and agrees that taking and using Confidential Information, including trade secrets, by memory is no different from taking it on paper or in some other tangible form, and that all of such conduct is prohibited. Executive agrees that, prior to use or disclosure, Executive will request clarification from

TrueBlue's legal department if Executive is at all uncertain as to whether any information or materials are "Confidential Information."

(iii). During Executive's employment and in perpetuity after the termination of Executive's employment for any or no cause or reason, Executive agrees: (a) not to use (or allow others to wrongfully use) any Confidential Information for the benefit of any person (including, without limitation, Executive's benefit) or entity other than TrueBlue; and (b) not to, except as necessary or appropriate for Executive to perform Executive's job responsibilities, disclose (or allow others to wrongfully disclose) any Confidential Information to others or download or make copies of any Confidential Information without Company's written consent, or remove any such records from the offices of TrueBlue except for the sole purpose of conducting business on behalf of TrueBlue. If at any time Executive ever believes that any person has received or disclosed or intends to receive or disclose Confidential Information without Company's consent, Executive agrees to immediately notify Company.

(iv). At any time during Executive's employment upon Company's request, and at the end of Executive's employment with Company, even without Company's request, Executive covenants, agrees to, and shall immediately return to TrueBlue, at its headquarters in Tacoma Washington, all Confidential Information as defined herein, and all other material and records of any kind concerning TrueBlue's business, and all other property of Company that Executive may possess or control.

(v). At all times, Executive agrees not to directly or indirectly take, possess, download, allow others to take or possess or download, provide to others, delete or destroy or allow others to delete or destroy, any of TrueBlue's Confidential Information or other property, other than in the normal course of business.

(f) Representations and Acknowledgments of Executive. Executive represents and warrants that:

(i). Executive is familiar with the covenants not to compete and not to solicit or interfere with Clients, Candidates and employees, and to protect, not disclose and not use Confidential Information set forth in Sections 8 (b), (c), (d) and (e) of this Agreement;

(ii). TrueBlue has a legitimate business interest in enforcement of the restrictions contained in this Section 8, including without limitation, TrueBlue's need to protect the goodwill of TrueBlue, its investment in training of Executive, the client relationships of TrueBlue, the stability of TrueBlue's workforce, and the confidentiality of TrueBlue's business information, and that if its affiliates and customers/clients and other legitimate interests;

(iii). Executive is fully aware of Executive's obligations under this Agreement, including, without limitation, the length of time, scope and geographic coverage of these covenants and has had an opportunity to consult an attorney. Executive agrees that these covenants and obligations are necessary to protect Company's Confidential Information, and Company's legitimate business interests and other legitimate interests, in view of Executive's key role with each branch of Company [and its affiliates] and the extent of confidential and proprietary information about the entire Company and its affiliates and clients to which Executive has information. Company and Executive agree that the provisions of this Section 8 do not impose an undue hardship on Executive and are not injurious to the public; that they are necessary to protect the business of Company and its affiliates and clients; that the nature of Executive's responsibilities with Company under this Agreement and Executive's former responsibilities with Company provide and/or have provided Executive with access to Confidential Information that is valuable and confidential to Company; that Company would not enter into this Agreement if Executive did not agree to the provisions of this Section 8; that this Section 8 is reasonable in its terms and that consideration supports this Agreement, including, without limit, Section 8.

(iv). Executive understands that the identity of TrueBlue's Clients sometimes may be ascertainable by observation or through publicly available resources. Nonetheless, Executive acknowledges that as a result of Executive's employment with TrueBlue, Executive will be acting as a

representative of TrueBlue and will be utilizing TrueBlue's assets, resources and will be benefiting from TrueBlue's goodwill, name recognition, reputation, and experience in regard to these Clients, and Executive will gain Confidential Information about these Clients, and consequently, the covenants set forth above are reasonable and necessary to protect TrueBlue's legitimate business interests.

(v). The covenants set forth above are independent of any other provision of this Agreement. Executive agrees that they will be enforceable whether or not Executive has any claim against Company. Executive and Company agree that this Agreement should be interpreted in the way that provides the maximum protection to Company's business interests and Confidential Information. Moreover, this Agreement is not intended to supersede Executive's non-competition agreement that is separately signed with their employment, unless there has been a change of control, which thereupon, expands some of the periods of non-competition, in connection within the addition consideration contained herein.

(vi). Executive acknowledges that if Executive violates any of the foregoing covenants, the damage to Company will be such that Company is not likely to be made whole with a monetary award. Therefore, Executive agrees that if Executive violates or threatens to violate any such covenant, Company will be entitled to a temporary restraining order, a preliminary injunction and/or a permanent injunction, in addition to any and all other legal or equitable remedies available under law and equity.

9. Nondisparagement. At all times during the Executive's employment with Company and following termination of that employment by either Executive or Company, Executive will not publicly disparage Company or its Subsidiaries or any of their respective directors, officers or employees. Executive will not be in breach of this provision by providing information as required by law or legal compulsion.

10. Waiver and Release. As a condition precedent to receiving any payments and benefits under this Agreement, the Executive shall execute (and not later revoke) the Waiver and Release Agreement attached as Annex B or a form otherwise acceptable to Company on or within thirty (30) days after written request (which release must become effective within thirty (30) days after the Termination Date). The Company shall have no obligation to make any payments or provide any benefits to the Executive hereunder unless and until the effective date of the Waiver and Release Agreement, as defined therein.

11. Employment Rights. Nothing expressed or implied in this Agreement does or will create any right or duty on the part of the Company or the Executive to have the Executive remain in the employment of the Company or any Subsidiary prior to or following any Change in Control.

12. Withholding of Taxes. The Company may withhold from any amounts payable under this Agreement all federal, state, city or other taxes as the Company is required to withhold pursuant to any applicable law, regulation or ruling.

13. Successors and Binding Agreement.

(a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company, by agreement in form and substance reasonably satisfactory to the Executive, expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. This Agreement will be binding upon and inure to the benefit of the Company and any successor to the Company, including without limitation any persons acquiring directly or indirectly all or substantially all of the business or assets of the Company whether by purchase, merger, consolidation, reorganization or otherwise (and such successor will thereafter be deemed the "Company" for the purposes of this Agreement), but will not otherwise be assignable, transferable or delegable by the Company.

(b) This Agreement will inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees and legatees.

(c) This Agreement is personal in nature and neither of the parties hereto will, without the consent of the other, assign, transfer or delegate this Agreement or any rights or obligations hereunder except as expressly provided in Sections 13(a) and 13(b). Executive hereby consents to any such assignment as expressly provided in Sections 13(a) and 13(b). Without limiting the generality or effect of the foregoing, the Executive's right to receive payments hereunder will not be assignable, transferable or delegable, whether by pledge, creation of a security interest, or otherwise, other than by a transfer by Executive's will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Section 13(c), the Company will have no liability to pay any amount so attempted to be assigned, transferred or delegated.

14. Notices. For all purposes of this Agreement, all communications, including without limitation notices, consents, requests or approvals, required or permitted to be given hereunder will be in writing and will be deemed to have been duly given when hand delivered or dispatched by electronic facsimile transmission (with receipt thereof orally confirmed), or five business days after having been mailed by United States registered or certified mail, return receipt requested, postage prepaid, or three business days after having been sent by a nationally recognized overnight courier service such as FedEx, DHL or UPS, addressed to the Company (to the attention of the Secretary of the Company) at its principal executive office and to the Executive at Executive's principal residence, or to such other address as any party may have furnished to the other in writing and in accordance herewith, except that notices of changes of address will be effective only upon receipt.

15. Governing Law. The validity, interpretation, construction and performance of this Agreement will be governed by and construed in accordance with the substantive laws of the State of Washington and federal law, without giving effect to the principles of conflict of laws of such State, except as expressly provided herein.

16. Dispute Resolution; Arbitration; Exigent Relief; Venue and Consent to Jurisdiction. Company and Executive agree that any claim arising out of or relating to this Agreement, or the breach of this Agreement, or Executive's application, employment, or termination of employment, shall be submitted to and resolved by binding arbitration under the Federal Arbitration Act. Company and Executive agree that all claims shall be submitted to arbitration including, but not limited to, claims based on any alleged violation of Title VII or any other federal or state laws; claims of discrimination, harassment, retaliation, wrongful termination, compensation due or violation of civil rights; or any claim based in tort, contract, or equity. Any arbitration between Company and Executive will be administered by the American Arbitration Association under its Employment Arbitration Rules then in effect. The award entered by the arbitrator will be based solely upon the law governing the claims and defenses pleaded, and will be final and binding in all respects. Judgment on the award may be entered in any court having jurisdiction. In any such arbitration, neither Executive nor Company shall be entitled to join or consolidate claims in arbitration or arbitrate any claim as a representative or member of a class. Company agrees to pay for the arbiter's fees where required by law. In any claim or jurisdiction where this agreement to arbitrate is not enforced, Company and Executive waive any right either may have to bring or join a class action or representative action, and further waive any right either may have under statute or common law or any other legal doctrine to a jury trial.

Notwithstanding any other provisions of this Agreement regarding dispute resolution, including this Section 16, Executive agrees that Executive's violation or breach, or threatened violation or breach, of any provision of Sections 8 of this Agreement ("Duty of Loyalty; Non-Competition; Non-Solicitation and Non-Disclosure and Protection of Confidential Information") and/or Executive's violation or breach, or threatened violation or breach, of other provisions of this Agreement which otherwise place Company in peril that cannot be readily remedied by monetary damages, would cause Company irreparable harm which would not be adequately compensated by monetary damages and that a temporary and/or preliminary or permanent injunction may be granted by any court or courts having jurisdiction (subject to the venue provision of below), restraining the Executive from violation or breach of the terms of this Agreement. The preceding sentence shall not be construed to limit Company from any other relief or damages to which it may be entitled as a result of the Executive's breach of any provision of this Agreement.

Where the parties have mutually waived their right to arbitration in writing or have not yet sought to enforce their right to compel arbitration, or where a temporary and/or preliminary or permanent injunction may be necessary to protect the interests of Company, venue for any legal action in connection with this Agreement will be limited exclusively to the Washington State Superior Court for Pierce County, or the United States District Court for the Western District of Washington at Tacoma, or a proper superior court or United State District Court in the jurisdiction in which Executive last worked, or where Executive is engaged in violating the Agreement. Executive and Company agree that the choice of venue lies solely in the discretion of Company. Executive agrees to submit to the personal jurisdiction of the courts identified herein, and agrees to waive any objection to personal jurisdiction in these courts, including but not limited to any claim that any such suit, action or proceeding has been brought in an inconvenient forum.

17. Validity. The provisions of this Agreement are intended to be severable from each other. No provision will be invalid because another provision is ruled invalid or unenforceable. If any provision of this Agreement or the application of any provision hereof to any person or circumstance is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected, and the provision so held to be invalid, unenforceable or otherwise illegal will be reformed to the extent (and only to the extent) necessary to make it enforceable, valid or legal. If any covenant in Section 8 should be deemed invalid, illegal or unenforceable because its time, geographical area, or restricted activity, is considered excessive, such covenant will be modified to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

18. Integration. Except with respect to TrueBlue's Non-Competition Agreement, Indemnification Agreement, and Executive Employment Agreement (all provided herewith) (i) no promises or other communications made by either Company or Executive are intended to be, or are, binding unless they are set forth in this Agreement; and (ii) this Agreement contains the entire agreement between the parties and replaces and supersedes any prior agreements, including Previous Employment Agreement(s). No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and an appropriate representative of the Company. This Agreement will be binding upon Executive's heirs, executors, administrators and other legal representatives.

19. Miscellaneous. No waiver by either party hereto at any time of any breach by the other party hereto or compliance with any condition or provision of this Agreement to be performed by such other party will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. The headings used in this Agreement are intended for convenience or reference only and will not in any manner amplify, limit, modify or otherwise be used in the construction or interpretation of any provision of this Agreement. References to Sections are to Sections of this Agreement. References to Paragraphs are to Paragraphs of an Annex to this Agreement. Any reference in this Agreement to a provision of a statute, rule or regulation will also include any successor provision thereto.

20. Survival. Notwithstanding any provision of this Agreement to the contrary, the parties' respective rights and obligations under Sections 3(c), 4, 5, 7, 8, 9, 10, 11, 12, 13(b), 18 and 20 will survive any termination or expiration of this Agreement or the termination of the Executive's employment following a Change in Control for any reason whatsoever.

21. Beneficiaries. The Executive will be entitled to select (and change, to the extent permitted under any applicable law) a beneficiary or beneficiaries to receive any compensation or benefit payable hereunder following the Executive's death, and may change such election, in either case by giving the Company written notice thereof in accordance with Section 16. In the event of the Executive's death or a judicial determination of the Executive's incompetence, reference in this Agreement to the "Executive" will be deemed, where appropriate, to be the Executive's beneficiary, estate or other legal representative.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same agreement.

23. Section 409A of the Code. To the extent applicable, it is intended that this Agreement comply with the provisions of Section 409A of the Code. This Agreement will be administered in a manner consistent with this intent, and any provision that would cause the Agreement to fail to satisfy Section 409A of the Code will have no force and effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of the Executive). Any payments provided under the Agreement to be made upon a termination of service that constitute deferred compensation subject to Section 409A shall only be made if such termination of service constitutes a "separation from service" under Section 409A. For purposes of Section 409A, each payment provided under this Agreement shall be treated as a separate and distinct payment and the right to a series of installment payments shall be treated as a right to series of separate and distinct payments. To the extent required by Section 409A, each reimbursement or in-kind benefit provided under the Agreement shall be provided in accordance with the following: (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during each calendar year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, (ii) any reimbursement of an eligible expense shall be paid to Executive on or before the last day of the calendar year following the calendar year in which the expense was incurred, and (iii) any right to reimbursements or in-kind benefits under the Agreement shall not be subject to liquidation or exchange for another benefit. Notwithstanding the foregoing or anything else in this Agreement to the contrary, the Company makes no representations or warranties that the payments provided under the Agreement comply with, or are exempt from, Section 409A, and in no event shall the Company be liable for any portion of any taxes, penalties, interest, or other expenses that may be incurred by Executive on account of non-compliance with Section 409A.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

TRUEBLUE, INC.

EXECUTIVE

By: _____
Garrett Ferencz
Title: Chief Legal Officer and General Counsel

By: _____
Steven C. Cooper
Title: Chief Executive Officer

SEVERANCE COMPENSATION, ETC.

(1) An amount equal to two times the sum of (A) Base Pay (at the rate in effect for the year in which the Termination Date occurs or, if termination is for Good Reason due to a material reduction in the Executive's Base Pay, at the rate in effect immediately prior to such reduction), plus (B) Average Incentive Pay (in an amount equal to average bonus paid during the two years immediately prior to the Change in Control or, if such average cannot be calculated or shall be reduced after a Change in Control, the highest aggregate Incentive Pay earned in any of the three fiscal years immediately preceding the year in which the Change in Control occurred) shall be payable as follows: (i) fifty percent (50%) of such amount shall be payable on the first business day occurring more than 30 days after the Termination Date and (ii) fifty percent (50%) of such amount shall be payable in equal monthly installments over the Non-Competition Period; provided, however, that if any of the foregoing payments are subject to Code Section 409A and the Executive is a specified employee under Code Section 409A(a)(2)(B)(i), such payment will not be made six (6) months after the Termination Date.

(2) (A) For any Welfare Benefits that the Executive was receiving or entitled to receive immediately prior to the Termination Date (or, if greater, immediately prior to the reduction, termination or denial described in Section 1(m)(ii)) that are considered to be "reimbursement arrangements" covered under Treasury Regulation Section 1.409A-1(b)(9)(v)(A):

(i) for a period of the lesser of 18 months following the Termination Date or the Non-Competition Period (the "**Continuation Period**"), subject to subpart (ii) below and the last two sentences of this subpart (i), the Company will arrange to provide the Executive with Welfare Benefits substantially similar to those that the Executive was receiving or entitled to receive immediately prior to the Termination Date (or, if greater, immediately prior to the reduction, termination, or denial described in Section 1(m)(ii)) except that the level of any such Welfare Benefits to be provided to the Executive may be reduced in the event of a corresponding reduction generally applicable to all similarly situated recipients of or participants in such Welfare Benefits. If and to the extent that any benefit described in this Paragraph 2(A) cannot reasonably be paid or provided under any policy, plan, program or arrangement of the Company or any Subsidiary, as the case may be, nor through the purchase of a conversion or other individual insurance policy or policies for the Executive and, if applicable, the Executive's dependents, or if it would be less expensive for the Company to pay the amount set forth in subpart (ii) below rather than to pay or provide continued coverage for any such benefit, then the Company will pay the amount set forth in subpart (ii) below. With respect to group medical and dental coverage, the Company may in its discretion choose to provide continued coverage through the payment of the cost of continued coverage pursuant to COBRA for the Executive and the Executive's dependents under a group medical and dental plan sponsored by the Company, a Subsidiary or other affiliate of Company (as appropriate) until the earlier of the end of the Continuation Period or the date the Executive or dependent ceases to be eligible for COBRA.

(ii) if the Company's obligations pursuant to subpart (i) above are to be satisfied pursuant to this subpart (ii), then the Company will pay to the Executive a lump sum cash amount equal to the difference between (1) the present value of the continuation of such benefits for the Continuation Period and (2) the present value of the benefits the Executive will receive under Paragraph 2(A)(i). The payment will be made on the first business day occurring more than thirty (30) days after the Termination Date unless the payment is subject to Code Section 409A and the Executive is a specified employee under Code Section 409A(a)(2)(B)(i), in which case it will be made six (6) months after the Termination Date. The payment will be reduced by applicable tax withholdings.

(B) For any Welfare Benefits that the Executive was receiving or entitled to receive immediately prior to the Termination Date (or, if greater, immediately prior to the reduction, termination, or denial described in Section 1(m)(ii)) that are not considered to be "reimbursement arrangements"

covered under Treasury Regulation Section 1.409A-1(b)(9)(v)(A), the Company shall pay to the Executive a cash lump sum in an amount equal to the present value of the continuation of such benefits for the Continuation Period. The payment will be made on the first business day occurring more than thirty (30) days after the Termination Date unless the payment is subject to Code Section 409A and the Executive is a specified employee under Code Section 409A(a)(2)(B)(i), in which case it will be made six (6) months after the Termination Date. The payment will be reduced by applicable tax withholdings.

(C) Welfare Benefits otherwise receivable by the Executive pursuant to this Paragraph 2 will be reduced to the extent comparable Welfare Benefits are actually received by the Executive from another employer during the Continuation Period following the Executive's Termination Date, and any such Welfare Benefits actually received by the Executive will be reported by the Executive to the Company.

(3) The "**Non-Competition Period**" or "**Non-Solicitation Period**" contemplated by Section 8 through 11, will be twenty-four (24) months from the Termination Date.

ADDENDUM B

RELEASE OF CLAIMS

This Release of Claims (“**Release**”) is hereby executed by • (“the Executive”) in accordance with the Change in Control Agreement between the Executive and TrueBlue, Inc. (“the Company”), dated _____ (“**CIC Agreement**”).

RECITALS

- A. The Company and the Executive are parties to the CIC Agreement.
- B. The CIC Agreement provides for certain payments and benefits to the Executive upon termination of the Executive’s employment under certain circumstances, provided that the Executive signs and delivers to the Company upon such termination a Release in substantially the form of this Release.
- C. The Executive desires for the Company to make payments in accordance with the CIC Agreement and therefore executes this Release.

TERMS

1. Waiver, Release and Covenant. On behalf of the Executive and the Executive’s marital community, heirs, executors, administrators and assigns, the Executive expressly waives, releases, discharges and acquits any and all claims against the Company and its present, former and future affiliates, related entities, predecessors, successors and assigns, and all of their present, former and future officers, directors, stockholders, employees, agents, partners, and members, in their individual and representative capacities (collectively “**Released Parties**”) that arise from or relate to the Executive’s employment with the Company and/or the termination of such employment (“**Released Claims**”). This waiver and release includes any and all Released Claims (including claims to attorneys’ fees), damages, causes of action or disputes, whether known or unknown, based upon acts or omissions occurring or that could be alleged to have occurred before the execution of this Release. Released Claims include, without limitation, claims for wages, employee benefits, and damages of any kind whatsoever arising out of any: contract, express or implied, including without limitation the CIC Agreement; tort; discrimination; wrongful termination; any federal, state, local or other governmental statute or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in CIC Act, as amended (“**ADEA**”); the Employee Retirement Income Security Act of 1974; and any other legal limitation on the employment relationship. The Executive also covenants and promises never to file, press or join in any complaint or lawsuit for personal relief or any amounts of any nature based on any Released Claim and agrees that any such claim, if filed by the Executive, shall be dismissed, except that this covenant and promise does not apply to any claim of the Executive challenging the validity of this Release in connection with claims arising under the ADEA and/or the Older Workers’ Benefit Protection Act of 1990 (“**OWBPA**”). The Executive represents and warrants that he is the sole owner of all Released Claims and has not assigned, transferred, or otherwise disposed of the Executive’s right or interest in those matters. Notwithstanding the foregoing, this waiver and release does not apply to claims that arise after the date that the release is executed, claims to vested benefits under ERISA, workers’ compensation claims or any other claims that may not be released under this Release in accordance with applicable law.

2. Acknowledgment of Sufficiency of Consideration. The Executive acknowledges and agrees that in the absence of the Executive’s execution of this Release, the Company is not obligated to provide the Executive with the payment and benefits described in Annex A of the CIC Agreement, and that the payment and benefits set forth in Annex A of the CIC Agreement are adequate consideration for the covenants and release herein.

3. Covenants and Obligations under CIC Agreement. Nothing in this Release supersedes or restricts any obligations that the Executive owes to the Company, including, without limitation, the obligation to protect the Company's interests in confidential information and trade secrets and inventions under the CIC Agreement and/or under applicable law. Executive agrees to comply with all covenants that Executive has entered into with Company.

4. Review and Revocation Period. The Executive has a period of seven (7) calendar days after delivering this Release to the Company to revoke this Release. To revoke, the Executive must deliver a notice revoking his agreement to this Release to the CEO of the Company. This Release shall become effective on the eighth day after delivery of this executed Release by the Executive to the Company ("**Effective Date**"), provided that the Executive has not revoked the Release. The Company shall have no obligation to provide the Executive with any payment or benefits as described in the CIC Agreement if the Executive revokes this Release.

5. Governing Law. This Release shall be interpreted in accordance with the law of the State of Washington, without regard to the conflicts of law provisions of such laws.

6. Severability. If any provision of this Release constitutes a violation of any law or is or becomes unenforceable or void, then such provision, to the extent only that it is in violation of law, unenforceable or void, shall be deemed modified to the extent necessary so that it is no longer in violation of law, unenforceable or void, and such provision will be enforced to the fullest extent permitted by law. If such modification is not possible, such provision, to the extent that it is in violation of law, unenforceable or void, shall be deemed severable from the remaining provisions of this Release, which shall remain binding.

7. **Knowing and Voluntary Agreement.** the Executive hereby warrants and represents that (a) the Executive has carefully read this Release and finds that it is written in a manner that he understands; (b) the Executive knows the contents hereof; (c) the Executive has been advised to consult with his personal attorney regarding the Release and its effects and has done so; (d) the Executive understands that he is giving up all Released Claims and all damages and disputes that have arisen before the date of this Release, except as provided herein; (e) the Executive has had ample time to review and analyze this entire Release; (f) the Executive did not rely upon any representation or statement concerning the subject matter of this Release, except as expressly stated in the Release; (g) the Executive has been given at least twenty-one (21) days to consider this Release and seven (7) days to revoke this Release; (h) the Executive understands this Release's final and binding effect; and (i) the Executive has signed this Release as his free and voluntary act.

8. **Arbitration and Venue.** The Company and the Executive agree that any claim arising out of or relating to this Release, or the breach of this Release shall be submitted to and resolved by binding arbitration under the Federal Arbitration Act. The Company and the Executive agree that all claims shall be submitted to arbitration including, but not limited to, claims based on any alleged violation of Title VII or any other federal or state laws; claims of discrimination, harassment, retaliation, wrongful termination, compensation due or violation of civil rights; or any claim based in tort, contract, or equity. Any arbitration between the Company and the Executive will be administered by the American Arbitration Association under its Employment Arbitration Rules then in effect. The award entered by the arbitrator will be based solely upon the law governing the claims and defenses pleaded, and will be final and binding in all respects. Judgment on the award may be entered in any court having jurisdiction. In any such arbitration the Company shall be entitled to join or consolidate claims in arbitration or arbitrate any claim as a representative or member of a class. The Company agrees to pay for the arbiter's fees where required by law. In any claim or jurisdiction where this agreement to arbitrate is not enforced, the Company and the Executive waive any right either may have to bring or join a class action or representative action, and further waive any right either may have under statute or common law to a jury trial. Where the parties have mutually waived their right to arbitration in writing or have not yet sought to enforce their right to compel arbitration, venue for any legal action in connection with this Release will be limited exclusively to the Washington State Superior Court for Pierce County, or the United States District Court for the Western District of Washington at Tacoma. The Executive agrees to submit to the personal jurisdiction of the courts identified herein, and agrees to waive any objection to personal jurisdiction in these courts.

DO NOT SIGN
EXAMPLE DOCUMENT

NON-COMPETITION AGREEMENT

This Non-Competition Agreement ("Agreement") is between Steven C. Cooper ("Employee") and TrueBlue, Inc. or a TrueBlue, Inc. subsidiary, affiliate, related business entity, successor, or assign (collectively "TrueBlue" or "Company") and is effective as of July 8, 2022.

In consideration of TrueBlue, Inc., or the TrueBlue, Inc. subsidiary, affiliate, related business entity, successor, or assign (collectively TrueBlue, Inc. and all of its present and future subsidiaries, affiliates, related business entities, success and assigns are referred to herein as "TrueBlue" or "Company") employing me, compensating me, providing me with benefits, providing me with administrative support, providing me with the benefit of Company's research, know-how, market strategies and business plans, and other confidential information, and specifically in consideration of the additional consideration provided in the Employment Agreement executed on or about the date set forth below, the adequacy, sufficiency and receipt of which is hereby acknowledged, and intending to be legally bound, Employee hereby acknowledges that he/she understands and agrees that the provisions hereof are part of and a condition of Employee's employment with Company, and are effective as of the date set forth above. I also understand that I may be required to execute additional non-competition agreement(s) relating to the Company's business outside of the United States, and that any such agreement(s) will be supplemental to, and not replace, this Agreement.

I. NON-COMPETITION, NON-INTERFERENCE, NON-SOLICITATION, AND CONFIDENTIALITY**A. Definitions.**

1. "*Business Area*" means any state, county or city in the United States and any foreign country, state or province in which, during the period of Employee's employment with Company, Company conducts or is seriously evaluating whether to conduct business, including expansion of its business lines or services domestically or internationally. Employee acknowledges that as a member of the Company's senior leadership team, Employee's services are integral to conducting business and expanding business domestically and internationally.

2. "*Candidate*" means, any individual who has applied for and/or accepted placement in a job by Company with a Client, and (i) about whom Employee obtained information, or (ii) with whom Employee interacted on behalf of Company.

3. "*Client*" means, any individual, business or other entity to which Company provided any services, prior to Employee's last date of employment with Company.

4. "*Colleague*" means any Company employee who has been employed by Company during the six months prior to the termination of Employee's employment with Company.

5. "*Confidential Information*" means, whether original, duplicated, computerized, memorized, handwritten, or in any other form, and all information contained therein, including, without limitation: (a) the ideas, methods, techniques, formats, specifications, procedures, designs, strategies, systems, processes, data and software products which are unique to Company; (b) all of Company's business plans, present, future or potential customers or clients (including the names, addresses and any other information concerning any customer or client), marketing, marketing strategies, pricing and financial information, research, training, know-how, operations, processes, products, inventions, business practices, databases and information contained therein, its wage rates, margins, mark-ups, finances, banking, books, records, contracts, agreements, principals, vendors, suppliers, contractors, employees, applicants, Candidates, skill sets of applicants, skill sets of Candidates, marketing methods, costs, prices, price structures, methods for calculating and/or determining prices, contractual relationships, business relationships, compensation paid to employees and/or contractors, and/or other terms of employment, employee evaluations, and/or employee skill sets; (c) the content of all of Company's operations, sales

and training manuals; (d) all other information now in existence or later developed which is similar to the foregoing; (e) all information which is marked as confidential or explained to be confidential or which, by its nature, is confidential or otherwise constitutes the intellectual property or proprietary information of Company; and/or (f) any of Company's "trade secrets," as defined by applicable law. For the purposes of this Section, all references to, and agreements regarding, Confidential Information or Confidential Information of Company also apply to Confidential Information belonging to any affiliate of Company, and to any confidential or proprietary information of third party clients that Company has an obligation to keep confidential. Employee's covenants in this Section shall protect affiliates and clients of Company to the same extent that they protect Company. Confidential Information shall not include any portion of the foregoing which (i) is or becomes generally available to the public in any manner or form through no fault of Employee, or (ii) is approved for Employee's disclosure or use by the express written consent of the Chief Legal Officer of Company.

6. "Conflicting Organization" means, any person, entity or organization engaged (or about to become engaged) in a business similar to, or that competes with, the business of Company, including without limitation any person or organization that provides any product, process or service that is similar to or competes with any product, process or service provided by Company during Employee's employment with Company. The term "Conflicting Organization" specifically includes without limitation any person, entity or organization that provides temporary and/or permanent staffing services, outsourced human capital services focused on recruitment (RPO), workforce management, managed service providers (MSP), a technology provider that provides temporary staffing through electronic means, or applicant process outsourcing.

B. Confidentiality, Non-Disclosure and Non-Use Obligations.

1. Employee agrees that all records and Confidential Information obtained by Employee as a result of Employee's employment with Company, whether original, duplicated, computerized, memorized, handwritten, or in any other form, and all information contained therein, are confidential and the sole and exclusive property of Company. Employee understands and agrees that the business of Company and the nature of Employee's employment will require Employee to have access to Confidential Information of and about Company, its business, its Candidates, and its Clients. During Employee's employment and thereafter, Employee will not use Confidential Information or remove any such records from the offices of Company except for the sole purpose of conducting business on behalf of Company. Employee further agrees that during Employee's employment and thereafter, Employee will not divulge or disclose this Confidential Information to any third party and under no circumstances will Employee reveal or permit this information to become known by any Conflicting Organization.

2. Employee agrees and acknowledges that all Confidential Information is to be held in confidence and is the sole and exclusive property of Company and/or its affiliates or clients. Employee recognizes the importance of protecting the confidentiality and secrecy of Confidential Information. Employee agrees to use Employee's best efforts to protect Confidential Information from unauthorized disclosure to others. Employee understands that protecting Confidential Information from unauthorized disclosure is critically important to Company's success and competitive advantage, and that the unauthorized use or disclosure of Confidential Information would greatly damage Company. Employee recognizes and agrees that taking and using Confidential Information, including trade secrets, by memory is no different from taking it on paper or in some other tangible form, and that all of such conduct is prohibited. Employee agrees that, prior to use or disclosure, Employee will request clarification from Company's legal department if Employee is at all uncertain as to whether any information or materials are "Confidential Information."

3. During Employee's employment and in perpetuity after the termination of Employee's employment for any or no cause or reason, Employee agrees: (a) not to use any Confidential Information for the benefit of any person (including, without limitation, Employee's benefit) or entity other than Company; and (b) not to, except as necessary or appropriate for Employee to perform Employee's job responsibilities, disclose any Confidential Information to others, or remove any such records from the offices of Company except for the sole purpose of conducting business on behalf of Company. If at any

time Employee ever believes that any person has received or disclosed or intends to receive or disclose Confidential Information without Company's consent, Employee agrees to immediately notify Company.

4. At any time during Employee's employment upon Company's request, and at the end of Employee's employment with Company, even without Company's request, Employee covenants, agrees to, and shall immediately return to Company, at its headquarters or other location designated by Company, all Confidential Information as defined herein, and all other material and records of any kind concerning Company's business, and all other property of Company that Employee may possess or control (including (including, without limitation, such Confidential Information or Company property contained on Employee's personal computers, laptops, iPads, tablets, cell phones, e-mail, cloud-based storage, or other electronic storage devices).

5. At all times, Employee agrees not to directly or indirectly take, possess, download, allow others to take or possess or download, provide to others, delete or destroy or allow others to delete or destroy, any of Company's Confidential Information or other property, other than in the normal course of business.

6. Employee agrees that these covenants are necessary to protect Company's Confidential Information, and Company's legitimate business interests (including, without limitation, the confidentiality of Company's business information and other legitimate interests), in view of Employee's key role with each branch of Company and its affiliates and the extent of confidential and proprietary information about the entire Company and its affiliates and clients to which Employee has information. Company and Employee agree that the provisions of this Section do not impose an undue hardship on Employee and are not injurious to the public; that they are necessary to protect the business of Company and its affiliates and clients; that the nature of Employee's responsibilities with Company under this Agreement and Employee's former responsibilities with Company provide and/or have provided Employee with access to Confidential Information that is valuable and confidential to Company; that Company would not employ or continue to employ Employee if Employee did not agree to the provisions of this Section; that this Section is reasonable in its terms and that consideration supports this Section, including new consideration as set forth in the Employee Employment Agreement.

7. Employee agrees to notify Company (Human Resources) if he becomes aware that others are using, wrongfully disclosing, downloading, making copies of, taking, possessing, downloading, deleting or destroying Confidential Information.

8. The misappropriation of trade secrets (a form of intellectual property) is a violation of law, like the theft of any property. In addition to state law remedies, the Defend Trade Secrets Act of 2016 (the "DTSA") enables a trade secret owner to bring a trade secret misappropriation case in federal court. Notwithstanding any other provision of this Agreement to the contrary, pursuant to the DTSA, Employee understands that Employee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, Employee understands that the DTSA generally permits an individual to disclose trade secrets to the individual's attorney in the course of pursuing a lawsuit where the individual alleges retaliation for reporting a suspected violation of the law (or uses the trade secret information in such lawsuit, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order). The DTSA does not, however, preclude the trade secret owner from seeking breach of contract remedies. Employee understands the foregoing is a very generalized summary of the immunity provisions of the DTSA intended to satisfy the notification requirements of the DTSA and that Employee has been advised to seek legal counsel before disclosing any trade secrets if Employee intends to seek immunity under the DTSA.

C. Duty of Loyalty.

1. Employee agrees that at all times during Employee's employment with Company; Employee owes Company a duty of loyalty and a duty to act in good faith. Employee agrees that during Employee's employment, Employee will not individually, or in combination with any other employee, individual, or Conflicting Organization, violate or breach the terms of this Agreement.

2. Employee agrees to devote all time that is reasonably necessary to execute and complete Employee's duties to Company. During the time necessary to execute Employee's duties, Employee agrees to devote Employee's full and undivided time, energy, knowledge, skill and ability to Company's business, to the exclusion of all other business and sideline interests. Because of the agreement in the preceding sentence, during Employee's employment with Company, Employee also agrees not to be employed or provide any type of services, whether as an advisor, consultant, independent contractor or otherwise in any capacity elsewhere unless first authorized, in writing, by a proper representative of Company. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to prohibit Executive from serving on corporate, industry, civic or charitable boards or committees, or authoring articles/books, so long as such activities do not interfere in any respect with the performance of Executive's responsibilities as an employee of the Company in accordance with this Agreement. In no event will Employee allow other activities to conflict or interfere with Employee's duties to Company. Employee agrees to faithfully and diligently perform all duties to the best of Employee's ability. Employee recognizes that the services to be rendered under this Agreement require certain training, skills and experience, and that this Agreement is entered into for the purpose of obtaining such service for Company. Upon request, Employee agrees to provide Company with any information which Employee possesses relating to Company business and which will be of benefit to Company. Employee agrees to perform Employee's duties in a careful, safe, loyal and prudent manner. Employee agrees to conduct himself in a way which will be a credit to Company's reputation and interests, and to otherwise fulfill all fiduciary and other duties Employee has to Company.

D. Return of Information, Records, and Materials.

1. Employee agrees that upon the termination of Employee's employment with Company or at the request of Company at any time, Employee will immediately deliver to Company all Company property, including without limitation all information, records, materials, and copies thereof in any form whatsoever, that are related in any way to Company or its business, or which are otherwise referred to in Sections I.A.5 and I.B. above.

2. Employee acknowledges and agrees that unless otherwise expressly prohibited by law, Company has the complete right to review, inspect and monitor all Company property, including, without limitation, data sent over Company networks, email, voicemail, instant messages, and computer property of Company, and to review, inspect and monitor Employee's use of the internet, Company networks, or other electronic-related transmission of information, including, without limitation, the identity and use of USB and other electronic-related drives. Employee acknowledges that Employee has no expectation of privacy in Company's property, including, without limitation, email, instant messages, voicemail, electronic devices, and computer property.

E. Non-Competition Covenant.

1. Employee agrees that during Employee's employment with Company and for a period of twelve (12) months following the termination of Employee's employment for any reason, Employee shall not, directly or indirectly, in any Business Area, engage in, work for, provide services to, own, manage, operate, control or otherwise engage or participate in, or be connected as an owner, partner, principal, creditor, salesman, guarantor, advisor, member of the board of directors of, employee of, independent contractor of, or consultant to, any Conflicting Organization. The restrictions in this Section I.E.1 include without limitation the solicitation on behalf of a Conflicting Organization of any Client located in any Business Area (e.g., Employee may not on behalf of a Conflicting Organization solicit a Client located within a Business Area by telephoning the Client from a site located outside the Business Area).

1. Notwithstanding the foregoing provisions of Section I.E and the restrictions set forth therein, Employee may own securities in any publicly held corporation that is covered by the restrictions set forth in Section I.E, but only to the extent that Employee does not own, of record or beneficially, more than 5% of the outstanding beneficial ownership of such corporation.

F. Non-Solicitation/Non-Interference with Employees/Candidates.

1. Employee acknowledges that Company has a legitimate protectable interest in maintaining a stable and undisrupted workforce. Employee agrees that during Employee's employment and for a period of twenty-four (24) months following the termination of Employee's employment for any reason, Employee will not, directly or indirectly, on behalf of himself, or on behalf of any other person, entity, or organization, employ, solicit for employment, or otherwise seek to employ or retain any Colleague, or in any way assist or facilitate any such employment, solicitation, or retention effort.

2. Employee agrees that during Employee's employment and for a period of twenty-four (24) months following the termination of Employee's employment for any reason, Employee shall not, directly or indirectly, engage in any conduct intended or reasonably calculated to induce or urge any Colleague to discontinue, in whole or in part, his/her/their employment relationship with Company.

3. Employee agrees that during Employee's employment and for a period of twenty-four (24) months following the termination of Employee's employment for any reason, Employee will not directly or indirectly, on behalf of himself, or on behalf of any other person, entity, or organization, initiate contact with any Candidate for the purpose of employing, soliciting for employment, or otherwise seeking to employ or retain any Candidate.

G. Non-Solicitation/Non-Interference with Clients.

1. During Employee's employment and for a period of twenty-four (24) months following the termination of Employee's employment for any reason, Employee shall not, directly or indirectly, solicit any Client for the purpose of providing temporary and/or permanent staffing services on behalf of a Conflicting Organization. Employee's agreement "not to solicit" as set forth in this Section I.G.1 means that Employee will not, either directly or indirectly, for any reason, initiate any contact or communication with any Client for the purpose of soliciting, inviting, encouraging, recommending or requesting any Client to do business with Employee and/or a Conflicting Organization in connection with the provision of temporary and/or permanent staffing services.

2. During Employee's employment and for a period of twenty-four (24) months following the termination of Employee's employment for any reason, Employee shall not, directly or indirectly, engage in any conduct intended or reasonably calculated to induce or urge any Client to discontinue, in whole or in part, its patronage or business relationship with Company.

3. During Employee's employment and for a period of twenty-four (24) months following the termination of Employee's employment for any reason, Employee shall not, directly or indirectly, accept any business from, or do any business with, any Client in connection with the provision of temporary and/or permanent staffing services.

H. Representations and Acknowledgments of Employee.

Employee represents that:

1. Employee is familiar with the covenants not to compete and not to interfere with Clients, Candidates and Employees set forth in Article I of this Agreement;

2. Company has a legitimate business interest in enforcement of the restrictions contained in Article I, including without limitation, Company's need to protect the goodwill of Company, its

investment in training of the Employee, the client relationships of Company, the stability of Company's workforce, and the confidentiality of Company's business information and other legitimate interests;

3. Employee is fully aware of Employee's obligations under this Agreement, including, without limitation, the length of time, scope and geographic coverage of these covenants and has had an opportunity to consult an attorney and Company and Employee agree that the provisions of Article I do not impose an undue hardship on Employee and are not injurious to the public; that they are necessary to protect the business of Company and its affiliates and clients; that the nature of Employee's responsibilities with Company under this Agreement and Employee's former responsibilities with Company provide and/or have provided Employee with access to Confidential Information that is valuable and confidential to Company; that Company would not employ or continue to employ Employee if Employee did not agree to the provisions of Article I; that Article I is reasonable in its terms and that consideration supports Article I, including new consideration as set forth in the Employee Employment Agreement;

4. Employee's execution of this agreement, and Employee's employment by Company, does not violate any agreement that Employee has entered into with a third party, and Employee acknowledges that any inaccuracy in this representation and warranty will constitute grounds for Employee's immediate termination by Company which will, upon any such termination, have no further obligation to Employee. Employee agrees to indemnify and hold Company harmless from any and all suits and claims arising out of any breach of any terms and conditions contained in any such agreements entered into by Employee; and

5. Employee understands that the identity of Company's Clients sometimes may be ascertainable by observation or through publicly available resources. Nonetheless, Employee acknowledges that as a result of Employee's employment with Company, Employee will be acting as a representative of Company and will be utilizing Company's assets, resources and will be benefiting from Company's goodwill, name recognition, reputation, and experience in regard to these Clients, and Employee will gain Confidential Information about these Clients, and consequently, the covenants set forth above are reasonable and necessary to protect Company's legitimate business interests.

I. Injunctive Relief; Further Remedies. In the event that Employee breaches or threatens to breach, or Company reasonably believes that Employee is about to breach, any of the covenants of Sections I.B, I.C, I.D, I.E, I.F, or I.G, Employee understands that Company may seek injunctive relief, equitable accounting of all earnings, profits and other benefits arising out of this agreement, as well as any other rights or remedies to which Company may be entitled to under law or equity. Employee understands that Company may seek and, upon proper evidence as determined in the appropriate Court of Law, may obtain a restraining order and injunction ordering:

1. that Employee immediately return to Company all Confidential Information as defined in this Agreement, and any other Company property described in Section I.B above, in any form whether original, copied, computerized, handwritten, or recreated, and that Employee be permanently enjoined and restrained from using or disclosing all said Confidential Information and records;

2. that, during Employee's employment with Company and for the twelve (12) months following the termination of Employee's employment for any reason, Employee be enjoined from engaging in, working for, providing services to, owning, managing, operating, controlling or otherwise engaging or participating in, or being connected as an owner, partner, principal, creditor, salesman, guarantor, advisor, member of the board of directors of, employee of, independent contractor of, or consultant to, any Conflicting Organization and/or any Client within any Business Area;

3. that, during Employee's employment with Company and for a period of twenty-four (24) months following the termination of Employee's employment for any reason, Employee be enjoined from employing, soliciting for employment, or otherwise seeking to employ, retain, divert or take away any Colleague, or in any other way assisting or facilitating any such employment, solicitation or retention effort; and further that Employee be enjoined from engaging in any conduct intended or reasonably

calculated to induce or urge any Colleague to discontinue, in whole or in part, his/her/their employment relationship with Company;

4. that, during Employee's employment and for a period of twenty-four (24) months following the termination of Employee's employment for any reason, Employee be enjoined from directly or indirectly, on behalf of himself, or on behalf of any other person, entity, or organization, initiating contact with any Candidate for the purpose of employing, soliciting for employment, or otherwise seeking to employ or retain any Candidate; and

5. that, during Employee's employment with Company and for a period of twenty-four (24) months following the termination of Employee's employment for any reason, Employee be enjoined from soliciting any Client for the purpose of providing temporary and/or permanent staffing services, including without limitation that Employee be enjoined from initiating any contact or communication with any Client for the purpose of soliciting, inviting, encouraging, recommending or requesting any Client to do business with a Conflicting Organization in connection with the provision of temporary and/or permanent staffing services; and further, that Employee be enjoined from accepting or doing business with any Client in connection with the provision of temporary and/or permanent staffing services; and further that Employee be enjoined from engaging in any conduct intended or reasonably calculated to induce or urge any Client to discontinue, in whole or in part, its patronage or business relationship with Company.

Employee hereby agrees that the duration of any injunction shall be increased in an amount equal to any period of time during which Employee failed to comply with the covenants contained in this Agreement.

J. Notice of Agreement to Subsequent Employers, Business Partners, and/or Investors. Employee agrees that Employee will tell any prospective new employer, business partners, and/or investors, prior to accepting employment or engaging in a business venture that this Agreement exists, and further, Employee agrees to provide a true and correct copy of this Agreement to any prospective employer, business partner and/or investor prior to accepting employment or engaging in any business venture. Employee further authorizes Company to provide a copy of this Agreement to any new employer, business partner and/or investor.

K. Severability. Company and Employee stipulate that, in light of all of the facts and circumstances of the relationship between Employee and Company, the agreements referred to in Sections I.B, I.C, I.D, I.E, I.F, or I.G (including, without limitation their scope, duration and geographic extent) are fair and reasonably necessary for the protection of Company, or any of its affiliates' or subsidiaries' confidential information, goodwill and other protectable interests. Employee acknowledges and agrees that the covenants in I.B, I.C, I.D, I.E, I.F, or I.G of this Agreement are reasonable and valid in geographical and temporal scope and in all other respects, as are all terms and conditions set forth in this Agreement. If any arbitrator or court determines that any of the covenants, terms, or conditions set forth herein, or any part thereof, is invalid or unenforceable, the remainder of the covenants, terms, and conditions shall not be affected thereby and shall be given full effect, without regard to the invalid portions. If any arbitrator or court determines that any of the covenants, or any part thereof, is unenforceable because of the duration, geographic or other scope of such provision, such arbitrator or court shall have the power to and should, and Employee and Company request the arbitrator or court to, reform these provisions to restrict Employee's use of confidential information and Employee's ability to compete with Company, to the maximum extent, in time, scope of activities, and geography, the court finds enforceable, and, in its reduced form, such provision shall then be enforceable.

II. MISCELLANEOUS PROVISIONS

A. Choice of Law. Company and Employee agree that this Agreement and all interpretations of the provisions of this Agreement shall be governed by, construed, interpreted, and its validity determined under the law of the State in which Employee resides at the time of execution of this document.

B. Jurisdiction and Venue. Employee and Company hereby irrevocably and unconditionally submit to the jurisdiction of the State in which Employee resides.

C. Binding Effect and Assignability. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, assigns, affiliated entities, and any party-in-interest. Employee agrees and understands that, should Company be acquired by, merge with, or otherwise combine with another corporation or business entity, the surviving entity will have all rights to enforce the terms of this Agreement as if it were Company itself enforcing the Agreement. Company reserves the right to assign this Agreement to its affiliates, an affiliated company or to any successor in interest to Company's business without notifying Employee, and Employee hereby consents to any such assignment. All terms and conditions of this Agreement will remain in effect following any such assignment. Notwithstanding the foregoing, Employee may not assign this Agreement.

D. No Waiver of Rights. A waiver by Company of the breach of any of the provisions of this Agreement by Employee shall not be deemed a waiver by Company of any subsequent breach, nor shall recourse to any remedy hereunder be deemed a waiver of any other or further relief or remedy provided for herein. No waiver shall be effective unless made in writing and signed by the Chief Legal Officer. This Agreement shall be enforceable regardless of any claim Employee may have against Company.

E. Employment at Will. Nothing by way of this Agreement is intended to, nor shall it, affect the at-will nature of Employee's employment with Company. Employee's employment with Company shall terminate at the will of either Employee or Company, with or without cause and with or without notice at any time. This at-will relationship cannot be changed or altered in any way unless expressly modified in writing by the Chief Legal Officer of the Company. Employee agrees that if Employee elects to terminate Employee's employment with Company, Employee will provide Company with two week's prior notice of termination.

F. Attorneys' Fees. In any suit or proceeding to enforce the terms of this Agreement, Employee and Company agree that the prevailing party in any such dispute shall be paid and indemnified by the non-prevailing party for and against all expenses of every nature and character incurred by in pursuing such suit or proceeding including, without limitation, all reasonable attorneys' fees, costs and disbursements.

G. Headings for Convenience Only. The headings contained in this Agreement are for the convenience of the parties and for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

H. Survival. This Agreement shall survive the termination of Employee's employment, however caused.

I. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, either manually or electronically, each of which when so executed and delivered will be deemed an original, and all of which together will constitute one and the same agreement. The parties mutually agree that either party may use electronic signature technology to expedite the execution of this Agreement, pursuant to the Electronic Signatures in Global National Commerce Act, the Uniform Electronic Transaction Act, and any other applicable state or local law, and such electronic signatures will be enforceable as if the signatures were handwritten.

EMPLOYEE ACKNOWLEDGES AND AGREES THAT EMPLOYEE HAS READ AND UNDERSTANDS THIS AGREEMENT, THAT EMPLOYEE HAS BEEN GIVEN AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL CONCERNING THE TERMS OF THIS AGREEMENT, AND THAT EMPLOYEE AGREES TO THE TERMS OF THIS AGREEMENT.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement as of the date first written below.

EMPLOYEE **COMPANY**

By: _____ By: _____

Name: Steven C. Cooper Name: Garrett Ferencz

Date: July 8, 2022 Title: Chief Legal Officer and General Counsel

Date: July 8, 2022