

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 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): May 17, 2023

KELLY SERVICES, INC.

(Exact Name of Registrant as Specified in Charter)

DELAWARE
(State or Other Jurisdiction
of Incorporation)

0-1088
(Commission
File Number)

38-1510762
(IRS Employer
Identification Number)

999 WEST BIG BEAVER ROAD, TROY, MICHIGAN 48084
(Address of Principal Executive Offices)
(Zip Code)

(248) 362-4444
(Registrant's Telephone Number, Including Area Code)

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:

- 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 Exchange Act:

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Class A Common	KELYA	Nasdaq Global Market
Class B Common	KELYB	Nasdaq Global Market

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

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.

On May 17, 2023, Kelly Services, Inc. (the “Company”) filed a Current Report on Form 8-K reporting that Darren Simons, Chief Digital Officer, was leaving Kelly Services, Inc. effective June 2, 2023.

On June 9, 2023, the revocation period expired for the Separation Agreement and Mutual Release (the “Separation Agreement”) entered into between the Company and Mr. Simons. Under the terms of the Separation Agreement, Mr. Simons will be entitled to a severance benefit equal to 52 weeks of base compensation, a pro rata portion of annual incentive compensation and certain other benefits as provided in the Separation Agreement. Under the Separation Agreement, Mr. Simons has agreed to a general release of claims against the Company and its officers and agents.

Effective June 8, 2023, the Company entered into an Independent Contractor Agreement (the “IC Agreement”) with Mr. Simons. Under the terms of the IC Agreement, Mr. Simons will be entitled to an hourly rate for consulting services related to information technology projects and certain other services as provided in the IC Agreement for a period to end September 1, 2023, unless terminated earlier.

The foregoing description does not purport to be complete and is qualified in its entirety by reference to the full text of the Separation Agreement and the IC Agreement, which are attached as Exhibits 10.1 and 10.2, respectively, and are incorporated herein by reference.

Kelly will continue to focus on driving digital innovation that transforms and optimizes its business processes, developing new tech-enabled customer and candidate-facing solutions, creating new business models, and improving both internal and external digital experiences. These initiatives will be led by Kelly’s Transformation Management Office.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

See Exhibit Index

Exhibit Index

Exhibit 10.1	Separation Agreement and Mutual Release between the Company and Darren Simons
Exhibit 10.2	Independent Contractor Agreement effective June 8, 2023 between the Company and Darren Simons
Exhibit 104	Cover Page Interactive Data File (embedded with the Inline XBRL document).

SIGNATURES

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.

Date: June 14, 2023

KELLY SERVICES, INC.

/s/ Vanessa Peterson Williams

Vanessa Peterson Williams

SVP, General Counsel and Assistant Corporate Secretary

SEPARATION AGREEMENT AND MUTUAL RELEASE

1. **Parties:** The parties to this Agreement are Darren L Simons, the Employee (for yourself, your family, beneficiaries, and anyone acting for you) (“you”), and your Employer, Kelly Services, Inc. (“the Employer”).

2. **End of Employment:** Your employment with the Employer will end on June 2, 2023 (“Separation Date”). You must not sign this Agreement before your Separation Date. Regardless of whether you sign this Agreement, you will receive your final pay including accrued and unused vacation or PTO and reimbursement for all approved business expenses incurred through the last day of your employment. All other benefits provided by or through the Employer will end on the Separation Date.

3. **Separation Pay and Benefit:** As consideration for your promises in this Agreement, so long as you enter into and abide by this Agreement, you will receive the following:

- A. **Separation Pay:** The Employer will pay \$405,300.00, which represents 52 weeks of your current annual base salary or wages, minus applicable deductions and withholdings, to be paid in incremental amounts based on your pay period, after you sign this Agreement and after the seven-day (7) day revocation period. The Employer will issue an IRS Form W-2 to you reflecting these payments.
- B. **COBRA Subsidy:** The Employer will continue its health insurance premium subsidy for 12 months (if you have elected COBRA continuation option and you remain COBRA-eligible).
- C. **Outplacement:** The Employer-designated firm will provide outplacement services for 12 months.
- D. **Incentive Compensation:** Kelly Services will pay you your pro rata portion of your annual incentive compensation that would otherwise be paid if your employment had continued until the end of such performance period based on actual results for such year. Such pro-rata payout will be determined by multiplying the amount which would be due for the full fiscal year to you by a fraction, the numerator of which is the number of days during the fiscal year of your separation that you are employed by Kelly Services and the denominator of which is 365. Any pro-rated annual incentive compensation shall be paid at the same time that Incentive Compensation for such year are paid to other senior executives of Kelly Services after certification by the Committee that the applicable performance goals have been attained.

4. **General Release By You:** In consideration of the Separation Payment described above, as of the Effective Date of this Agreement, you, on behalf of you and your heirs, executors, administrators, successors and assigns, hereby releases and discharges the Employer, and each of its present, former and future partners, officers, employees, attorneys, insurers and agents thereof, and all their heirs, successors, assigns, and representatives (collectively, the “Employer Releasees”), from any and all claims, causes of action, suits, debts, controversies, judgments, decrees, damages, liabilities, covenants, contracts and agreements, whether known or unknown, in law or equity, whether statutory or common law, whether federal, state, local or otherwise, including, but not limited to, any claims relating to, or arising out of any aspect of your employment with the Employer, or the termination of such employment, including without limitation any and all claims arising under any federal, state, or local statute, including but not limited to:

A. the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act (“ADEA”), as amended, Title VII of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, 42 U.S.C. Section 1981 of the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Equal Pay Act, the Employee Retirement Income Security Act of 1974, the Worker Adjustment Retraining and Notification Act, the Family and Medical Leave Act of 1993 and the Genetic Information Nondiscrimination Act;

B. in the state of Arizona, any rights, actions, claims (including medical and health benefit claims), or liability under (a) any state or local statute or regulation, including but not limited to Arizona wage laws, the Arizona Equal Pay Act, the Arizona Employment Protection Act, the Arizona Civil Rights Act, the Arizona Occupational Health and Safety Act, Arizona right to work laws, Arizona employee drug testing laws, the Arizona Medical Marijuana Act, Arizona genetic testing laws, the Arizona criminal code, and all state or local whistleblower protection statutes, codes, or regulations, or (b) common law principles, including tort, contract, and equitable claims, except claims or proceedings necessary to enforce the provisions of this Agreement or that cannot be waived by signing of this Agreement.

5. Release Exclusions/Employee Protections:

A. Nothing in this Agreement shall be construed to prevent you from responding truthfully to a valid subpoena or a request by a federal, state or local governmental agency, commission or entity in connection with any investigation or to prohibit you from filing a charge with or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission, the National Labor Relations Board, the Securities and Exchange Commission, the Occupational Safety and Health Administration or any other federal, state or local government agency, commission or entity charged with the enforcement of any law. Nothing in this Agreement limits your right to discuss the terms and working conditions of employment or to otherwise restrict the exercise of your rights under the National Labor Relations Act; or your right to receive an award for information provided to the Securities and Exchange Commission, the Department of Labor, or any other government agency, commission or entity.

B. The General Release does not apply to, any claims for vested benefits under any Employer-sponsored 401(k) plan, any claims to require Employer to honor its commitments set forth in this Agreement, any claims to interpret or to determine the scope, meaning, enforceability or effect of this Agreement, any claims that arise after you have signed this Agreement, or any claims for worker’s compensation benefits, any claims for unemployment compensation benefits and any other claims that cannot be waived by a private agreement.

6. General Release By the Employer: In consideration of your acceptance of this the agreement and your release of the Employer, the Employer hereby releases and discharges you from any and all existing claims, causes of action, suits, debts, controversies, judgments, decrees, damages, liabilities, covenants, contracts and agreements, whether known or unknown, in law or equity, whether statutory or common law, whether federal, state, local or otherwise, including, but not limited to, any claims relating to, or arising out of any aspect of your employment with the Employer, or the termination of such employment, including without limitation any and all claims arising under any federal, state, or local statute.

7. **Promise Not To Sue:** A “promise not to sue” means you promise not to sue any Releasee in court. This is different from the General Release above. Besides releasing claims covered by the General Release, except as provided in this Agreement’s Release Exclusions/Employee Protections section, you agree never to sue any Releasee for any reason covered by the General Release. Despite this Promise Not To Sue, however, you may file suit to enforce this Agreement or to challenge its validity under the ADEA. If you sue a Releasee in violation of this Agreement: (i) you shall be required to pay that Releasee’s reasonable attorney fees and other litigation costs incurred in defending against your suit; or alternatively (ii) the Employer can require you to return all but \$100.00 of the money and benefits provided to you under this Agreement. In that event, the Employer shall be excused from any remaining obligations that exist solely because of this Agreement.

8. **Knowing and Voluntary Waiver / Acceptance and Effective Date:** Notwithstanding any other provision of this Agreement to the contrary:

A. You agree that this Agreement constitutes a knowing and voluntary waiver of all rights or claims you may have against the Employer, without limitation, all rights or claims arising under the Age Discrimination in Employment Act of 1967, as amended, including, but not limited to, claims of age discrimination and retaliation.

B. The Employer hereby advises you to consult with an attorney prior to executing this Agreement. You acknowledge that the Employer has provided you with twenty-one (21) days in which to consider this Agreement before executing this Agreement. If you do not sign this Agreement within twenty-one (21) days of Employee’s receipt of it, then this offer shall expire and you will not be eligible for the consideration set forth above. If you execute this Agreement at any time prior to the end of the 21-day consideration period, such early execution was a knowing and voluntary waiver of your right to consider this Agreement for 21 days. You agree any changes made to this Agreement, whether material or immaterial, during the 21-day consideration period do not restart the running of the period.

C. You have a period of seven (7) days following your execution of this Agreement to revoke this Agreement (“Revocation Period”) by providing a letter to Amy Bouque, or by email to amy.bouque@kellyservices.com stating your intent to revoke this Agreement. If the last day of the Revocation Period falls on a Saturday, Sunday or a legal holiday, then the last day of the Revocation Period will be deemed to be the next business day. A revocation must be actually received by the Employer before the Effective Date to be operative. The Agreement shall become effective on the eighth day after you execute this Agreement, unless you revoke it prior thereto as afore-stated (the “Effective Date”). If you revoke this Agreement during the revocation period, you shall not be entitled to the Separation Payment. Your acceptance of the Severance Payment described in this Agreement at any time after your execution of this Agreement, shall constitute an admission by you that you did not revoke this Agreement and that it is enforceable.

9. **Whistleblowing:** You agree that (i) no one has interfered with your ability to report within the Employer possible violations of any law, rule or regulation, or practice that poses a substantial and specific danger to public health or safety, and (ii) it is the Employer’s policy to encourage such reporting.

10. **Return of Employer Property:** You will return all the Employer property you possessed or controlled, including any confidential information, cellular phone, laptop or other computer, other business equipment, credit cards, keys, software, or work product. The Employer property includes all originals plus hard copies and electronic versions of all documents, such as e-mails, facsimiles, files, handbooks, letters, manuals, memoranda, power points, records, and reports. You also agree to reconcile promptly any outstanding expense accounts. The Employer property in your possession will be returned to the Employer either on or before your last day of your employment or on or before the end of the term of any Independent Contractor Agreement that you may enter into with the Employer, whichever is later.

11. **Future Cooperation:** You agree to make yourself available to assist the Employer with transitioning your duties as well as with any investigations, legal claims, or other matters concerning anything related to your employment. You specifically agree to make yourself available to the Employer upon reasonable notice for interviews and fact investigations, to testify without requiring service of a subpoena or other legal process, and to voluntarily provide the Employer any employment-related documents you possess or control. "Cooperation" does not mean you must provide information favorable to the Employer; it means only that you will upon the Employer's request provide information you possess or control. If the Employer requests your cooperation, it will reimburse you for reasonable time and expenses, provided you submit appropriate documentation.

12. **Non-Admission:** Neither the Employer's offer reflected in this Agreement nor any payment under this Agreement are an admission that you have a viable claim against the Employer or any other Releasee. Each Releasee denies all liability.

13. **Non-Disparagement:** Except as provided in this Agreement's Release Exclusions/Employee Protections section or as required by law, you and the SLT of the Employer promise not to do or say anything, verbally or in writing, directly or indirectly, defame, disparage or in any way criticize the personal and/or business reputations, practices or conduct of each other. The Employer and members of its Senior Leadership Team ("SLT") will provide a positive employment reference in response to inquiries received from potential future employers of you.

14. **Non-Disclosure of Agreement:** Except as provided in this Agreement's Release Exclusions/Employee Protections section and/or as required by applicable law and SEC regulations, you agree that, at all times, the amount of Separation Pay and the terms of this Agreement will be kept secret and confidential and will not be disclosed voluntarily to any third party, whether verbally or in writing, by any means, including by social media such as Twitter and Facebook and the like, except: (i) to your spouse, domestic partner or immediate family member; (ii) to the extent required by law; (iii) in connection with any claim to interpret or determine the scope, meaning, enforceability or effect of the Agreement; or (iv) to obtain confidential legal, tax or financial advice with respect thereto. Any disclosure by you will cause the Employer irreparable harm that money cannot undo. Accordingly, violation of this section will entitle the Employer to temporary and permanent injunctive relief. If you receive any inquiries regarding the terms of the agreement, you may refer them to the SEC filing.

15. **Applicable Law:** This Agreement shall be interpreted under federal law if that law governs, and otherwise under the laws of the State of AZ, without regard to its choice of law provisions.

16. **Severability:** If a court finds any part of this Agreement unenforceable, that part shall be modified and the rest enforced. If a court (or arbitrator) finds any such part incapable of being modified, it shall be severed and the rest enforced.

17. **Enforcement:** If either party breached this Agreement, the other party shall be entitled to preliminary and permanent injunctive relief plus attorneys' fees the other party incurs in enforcing this Agreement, unless otherwise expressly provided elsewhere in this Agreement, plus any additional relief determined to be appropriate. A decision not to enforce this Agreement does not waive future enforcement.

18. **Entire Agreement:** This Agreement is the complete understanding between you and the Employer. It replaces any other agreements, representations or promises, written or oral, except for any post-termination obligations contained in the applicable portion of your employment agreement dated June 18, 2021, including but not limited to the applicable confidentiality and non-solicitation agreement and non-competition agreement. Any such post-termination obligations are incorporated into this Agreement by reference. Notwithstanding your preexisting obligations with respect to confidential employer information, pursuant to the federal Defend Trade Secrets Act, you cannot be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret if that disclosure is made: (i) in confidence to a federal, state or local government official, either directly or indirectly, or to any attorney, and for the sole purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or similar proceeding, provided that filing is made under seal.

19. **Other Representations:** You agree:

- You have received all pay, compensation, benefits, leave, time off, and/or expense reimbursements you are due to date, including for overtime or vacation/PTO;
- You have not suffered any on-the-job injury for which you have not already filed a claim, and the end of your employment is not related to any such injury;
- You do not have any pending lawsuits against the Employer;

You are signing this Agreement knowingly and voluntarily.

/s/ Darren L. Simons 6/2/2023
Darren L. Simons (Date)

By: /s/ Amy Bouque 6/2/23
Kelly Services, Inc. (Date)

Name: Amy Bouque

Title: Chief People Officer

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”), dated June 8, 2023 (“Effective Date”), is between Kelly Services, Inc. (“Kelly”), a Delaware corporation, 999 West Big Beaver Road, Troy, Michigan 48084, and Digital Nexus Advisors LLC, a LLC operated and controlled by Darren Simons (collectively referred to as “Independent Contractor” or “IC”) whose address is 6930 E. Chauncey Lane, Suite 295, Phoenix, AZ 85054 (dsimons123@yahoo.com).

1. SCOPE OF AGREEMENT

- 1.1. **Services.** IC agrees to provide services as an independent contractor, on a non-exclusive basis, directly to Kelly under the terms and conditions of this Agreement and in accordance the applicable Statement(s) of Work (“SOW”) in a form substantially similar to **Attachment A (“Services”)**. The Services set forth in any one SOW may be concurrent with and/or successive to other SOWs.
- 1.2. **Confidentiality.** IC agrees to be bound by the terms and conditions set forth in **Attachment B** regarding protection of confidential information, personal data, and intellectual property.
- 1.3. **Workers Compensation.** IC agrees to be bound by the terms and conditions set forth in Attachment C regarding waiver of worker’s compensation benefits.
- 1.4. **Arbitration.** IC agrees to be bound by the terms and conditions set forth in Attachment D regarding dispute resolution and binding arbitration.

2. TERM

- 2.1. This Agreement shall have a term beginning on June 5, 2023 and ending on September 1, 2023.

3. COMPENSATION**3.1. Retainer and Hourly Rate.**

- A. Kelly will forward to IC a retainer of \$350,000 on or before June 15, 2023.
- B. IC will charge Kelly \$730.00 per hour for time spent on consulting and advisory services under this agreement.
- C. Retainer is designed to cover all work hours during the terms of the contract. Should additional hours be needed, IC shall provide notice and scope of requirements and obtain written approval from Kelly prior to performing any work above and beyond the \$350,000 retainer.
- D. Separate and in addition to the retainer amount, IC will invoice Kelly for necessary costs and expenses (i.e., travel-related expenses) associated with the consulting services performed under this agreement. All costs and expenses must be pre-approved in writing by Kelly in order to qualify for reimbursement. Local commuting expenses in Arizona will be borne by IC and will not qualify for reimbursement by Kelly.

- 3.2. **Invoices.** IC will submit monthly invoices or a Payment Request Form to Kelly with each invoice. IC also will submit supporting documentation in a form satisfactory to Kelly and in detail sufficient for Kelly to identify the services rendered and the costs and expenses incurred in the performance of the services. Kelly has no obligation to pay an invoice or invoice item submitted more than 60 days from the date of service or a milestone. For clarity purposes, any retainer balance remaining at the end of the term of this agreement is not subject to the 60-day requirement of this paragraph.

3.3. Payment by Kelly.

- A. All approved hourly fees charged and invoiced to Kelly by IC under this Agreement will be relieved against the retainer set forth in Section 2.1.A.

- B. All pre-approved hourly fees in excess of the pre-approved costs and expenses charged and invoiced to Kelly by IC under this Agreement will be paid to IC within 30 days of receipt of the invoice.
- C. No hourly fees or costs and expenses in excess of the retainer set forth in Section 2.1.A. will be paid to IC unless pre-approved in writing by Kelly.
- D. Kelly has no obligation to pay IC for invoices not approved by Kelly or received after 60 days from the date of service.
- E. IC must notify Kelly within 60 days of receipt of payment of any disputed items, discrepancies or unprocessed items. Failure to notify Kelly of disputed items, discrepancies or unprocessed items within 60 days of receipt of payment will result in non-payment for those items. For clarity purposes, any retainer balance remaining at the end of the term of this agreement is not subject to the 60 day requirement of this paragraph.

3.4. **Offset.** Kelly may offset any amounts payable to it by IC against any amounts that it may owe IC.

3.5. **Unapplied Retainer Amounts.** If at the end of the Term of this Agreement, the total of the invoiced amounts by IC during the Term of this Agreement is less than the retainer amount set forth in Section 3.1.A., the remaining retainer amount shall be retained by IC as additional payment for services already rendered under this Agreement and Kelly shall have no claim for claw back of such amounts.

4. RELATIONSHIP OF THE PARTIES

4.1. **Independent Contractor.** IC will act solely as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, employer and employee, partners or joint ventures with Kelly or Kelly's customers.

4.2. **IC's Employees, Agents, and Subcontractors.** IC's employees, agents, and subcontractors ("Personnel") will be subject to the direction, supervision, and control of IC. IC will be solely responsible for (a) the acts of its Personnel, and (b) the payment of all taxes, compensation, wages, benefits, contributions, insurance, fees, and like expenses, to its employees, agents, and subcontractors.

5. INSURANCE

5.1. **Requirements.** Without limiting IC's obligation to indemnify Kelly or any of its other obligations under this Agreement, IC will procure and maintain the following minimum levels of insurance: Commercial General Liability (\$2M each occurrence/\$4M aggregate) and Auto Liability (\$1M). With respect to the Auto Liability coverage, IC may add Digital Nexus Advisors LLC and Kelly Services, Inc. as additional insureds on Darren Simons personal auto policy in order to satisfy the Auto Liability coverage requirement of this paragraph.

5.2. **Worker's Compensation.** If the IC has no employees, then IC is required to sign the attached Waiver of Worker's Compensation form (Attachment C). If the IC has one or more employees to perform Services under this Agreement, IC must obtain and maintain worker's compensation insurance in amounts no less than required by law.

5.3. **Breach.** If IC fails to comply with the applicable insurance requirements, Kelly may, at its election terminate this Agreement immediately, notwithstanding any notice requirement that would otherwise apply, and recover damages from Kelly resulting from that failure.

6. RECORDKEEPING; AUDIT RIGHTS

- 6.1. **Records.** IC will maintain books, records, documents and other evidence pertaining to costs, charges, fees and other expenses incurred in connection with the Services to the extent and in such detail as will properly evidence all costs for labor, materials, equipment, supplies and work, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. Such records will be retained for a period of no less than five years.
- 6.2. **Right to Audit.** Kelly reserves the right to audit, inspect, and make copies or extracts of IC's records and processes associated with IC's performance under this Agreement at any time with twenty-four hours prior notice to IC. Any audit or inspection will occur during IC's normal business hours. Kelly's right to audit, inspect, and make copies or extracts of IC's records and processes will continue for a period of five years following the termination or expiration of this Agreement unless IC certifies that IC has returned all related records to Kelly at the termination of this Agreement.

7. INDEMNIFICATION

- 7.1. **Indemnities.** IC will indemnify, defend, and hold harmless Kelly, and its respective affiliates, officers, directors, employees, agents, and other representatives against all claims, demands, losses, liabilities, damages, expenses (including reasonable attorney fees) and causes of action (collectively, "Claims") arising out of the performance or failure of performance of this Agreement by IC. This includes, without limitation, Claims arising out of (i) any acts or omissions by IC or its employees agents, including, personal injury and death claims; (ii) any breach of this Agreement by IC; (iii) the allegation that Kelly the employer, co-employer, or joint employer of the IC or the IC's employees, agents, or subcontractors; (iv) the allegation that IC or the IC's employees, agents, or subcontractors are entitled to employment-related benefits; and (v) all liability and loss in connection with, and will assume responsibility for payment of, all federal, state and local taxes or contributions imposed as required under laws relating to employment insurance, Social Security and income tax laws for IC's employees engaged in the performance of this Agreement. Subject to a cap for \$175,000 in aggregate for all claims under this agreement

8. LIMITATION OF LIABILITY

- 8.1. **Consequential Damages.** In no event will either party be liable to the other party for any special, indirect, or consequential damages (including but not limited to loss of profits) arising out of any performance of this Agreement, regardless of whether such damages are based on tort, warranty, contract, or any other legal theory, even if advised of the possibility of such damages.
- 8.2. **Fee Limitation.** The maximum liability of any party to this Agreement for damages is limited to the fees paid by Kelly to IC under this Agreement.

9. REPRESENTATIONS; WARRANTIES

- 9.1. All Services will be performed by IC in a professional manner, consistent with the standard of skill and care exercised by the professionals within IC's industry on projects of comparable scope and complexity, in a similar location, and in conformance with the requirements of this Agreement.
- 9.2. IC is sufficiently experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the Services in compliance with the terms of this Agreement;
- 9.3. IC will devote such time, personnel and resources for the performance of its duties under this Agreement and any Statement of Work, and within the deadlines set by Kelly;
- 9.4. IC will not be permitted to make decisions or approvals on behalf of Kelly.

10. No Conflict of Interest/Restrictive Covenant.

During the term of this Agreement, IC and its members will not accept work, enter into a contract, provide financial support, or accept an obligation, inconsistent or incompatible with his or her obligations, or the scope of Services rendered for Kelly under this Agreement. IC and its members also agree to incorporate herein and to continue to abide by the terms of the Kelly Services, Inc. Confidentiality, Non-Competition and Non-Solicitation Agreement signed by Darren Simons on June 18, 2021. IC and its members agree that the term of the restrictive covenants contained in the June 18, 2021, agreement will be modified to encompass a period of (12) months from the date of the termination of this IC Agreement

11. **TERMINATION.** Either party may terminate this Agreement or SOW at any time and without liability at any time, with or without cause upon five (5) days prior written notice. In such event, IC will deliver to Kelly all Services completed or in progress up to the date of termination, In the event of termination by Kelly, IC will retain the any remaining balance of the retainer outlined in this Agreement. In the event of termination by IC, IC will receive a prorated amount of the retainer calculated by percentage of days, less any amounts already invoiced to Kelly for services rendered and the remainder will be refunded to Kelly.

12. GENERAL PROVISIONS

- 12.1. **Assignment.** Neither party may, directly or indirectly, in whole or in part, by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement without the other party's written consent.
- 12.2. **Permits, Licenses and Inspections.** IC will secure and pay for all licenses, permits and inspections necessary for prosecution and completion of the Services. Upon Kelly's request, IC will deliver to Kelly copies of all permits, written approvals, licenses and inspections promptly after their receipt by IC.
- 12.3. **Entire Agreement.** This Agreement, along with any attachments and exhibits, constitutes the entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements and representations whether oral or written. No supplement, modification or amendment of this Agreement will be binding unless in a writing which states that it is an amendment of this Agreement, and which is signed by an authorized representative of each party who is authorized to amend this Agreement.
- 12.4. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflict of law principals.
- 12.5. **Notices.** All notices provided in connection with this Agreement will be in writing, and be delivered by certified or registered mail, postage prepaid and return receipt requested, or by courier, and will be deemed effective upon receipt by the addressee at the address listed above, or to such different or other addresses as the parties may designate by written notice to each other.
- 12.6. **Confidentiality.** Details of this agreement will be publicly filed by Kelly to SEC making this public information
- 12.7. **Severability.** Every term, condition, or provision of this Agreement is severable from others. If a court or an arbitrator of competent jurisdiction holds any term, condition, or provision of this Agreement to be invalid, unenforceable, or illegal in whole or in part for any reason, the validity and enforceability of the remaining terms, conditions or provisions, or portions of them, will not be affected.

- 12.8. **Survival.** The following section(s) will survive the termination or expiration of this Agreement: Section 5, Section 7 (“Indemnification”); Section 9 (“Representations; Warranties”); and Section 12 (“General Provisions”).
- 12.9. **Waiver.** Failure by either party to enforce any provision of this Agreement will not constitute a waiver or affect its right to require the future performances thereof, nor will its waiver of any breach of any provision of this Agreement constitute a waiver of any subsequent breach or nullify the effectiveness of any provision. No waiver will be binding unless made in writing and signed by the party making the waiver.

KELLY SERVICES, INC:

/s/ Amy Bouque
Authorized Representative Signature

12-Jun-2023
Date

Amy Bouque
Printed Name
CHRO

Title

INDEPENDENT CONTRACTOR:

/s/ Darren Simons
Individually and as Authorized Representative

10-Jun-2023
Date

Darren Simons
Printed Name

None
Title