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Agreement

(At Will Employment)

We are pleased to confirm our offer to employ you as an at-will employee of Churchill Benefit Corporation, dba Yurcor. That means we can terminate your employment at any time (or, you can quit at any time), subject only to fulfilling the terms of this Agreement.

This Agreement describes the general terms and conditions governing our relationship. While there may be additional terms and conditions, those must be set forth in writing and refer to this agreement to be valid and enforceable. There will be no oral or unwritten "understandings."

Our offer is subject to our receiving references that we consider satisfactory, you completing and submitting all of the paperwork we need in order to lawfully employ you (including but not limited to tax forms, immigration/citizenship forms, and possibly certain drug and credit screening tests) and our receiving a signed copy of this agreement.

- The mutually agreed-upon starting date for you to provide services is _____. Yurcor will provide you with details regarding exactly when and where you should report to work on that date.

- As a Yurcor employee, your work location is:
 City: _____
 State: _____

- As a Yurcor employee, you will be paid on a consistent and agreed-upon basis, in a manner consistent with all relevant federal and state laws. Your base wage, for your first assigned project, will be—
 - \$ _____ per hour
 - \$ _____ per day, without regard to the number of hours spent that day



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In each case, you will provide Yurcor with a timesheet, indicating the period(s) of time you provided personal services on the assigned project.

NOTE: If any bonuses or other incentives are payable in respect of this project, you will be provided with a separate statement describing those bonuses and incentives.

- Your employment by Yurcor may make you eligible to participate in one or more of the employee benefit plans that Yurcor sponsors and maintains. Each plan will have its own eligibility standards. You will be provided with enrollment materials and the applicable summary plan descriptions of such plans, which you can use to determine whether you are eligible and the circumstances under which you can participate.
- You will perform all of your personal services using the highest degree of care, professionalism, and competence, and exercising your best judgment at all times. If a Client advises Yurcor that you are unable or unwilling to perform on a timely basis your services to that Client's satisfaction and to its specifications, Yurcor at its election may remove you from that project, and in its discretion, assign you to some other project or leave you without a current assignment. NOTE: you are not restricted to Yurcor for any length of time, and Yurcor reserves the right to terminate this relationship at any time.
- You agree that all documents, deliverables, software, systems designs, disk, tapes, and any other materials (collectively "Materials") which you create in whole or in part in the course of or related in any way to providing services to a Client shall be treated as "work made for hire" (as the term is defined in Section 101 of the Copyright Act of 1976, as amended) of Yurcor. Yurcor shall own all rights to the Materials and to all discoveries, inventions, enhancements, developments, improvements and similar creations (collectively "Creations") you make, in whole or in part, in the course of or related in any way to providing services to Yurcor or the Client, including, without limitation, all copyright, trademark, service mark, and patent rights and all other intellectual property rights in, to and under the Materials and Creations (collectively, the "Intellectual Property"). For good and valuable consideration, you hereby assign to Yurcor all right, title and interest, throughout the world, to the Intellectual Property. Yurcor shall have the sole right to assign to any Client ownership of any Intellectual Property, as Yurcor and such Client may agree from time to time. You also agree to execute, without charge, all documents and assist in all proceedings to perfect, register, or record Yurcor's or its assignee's right to the Intellectual Property. In the event that you do not execute the requested documents within five (5) days after they are sent to you, then you grant to the President or any Vice President of Yurcor a power of attorney to execute all such documents on your behalf. This power is a power coupled with an interest and is irrevocable. Notwithstanding the foregoing, all right, title and interest in and to any Material you create, or Creations you make, in the course of or related to your providing services to a Client shall automatically revert back to you if the written agreement between Yurcor and the Client pursuant to which such services are rendered does not grant the Client (i.e., Yurcor has retained) any ownership rights to such Material or Creations, or the Client otherwise waives any such ownership rights in writing. This paragraph is not intended to grant Yurcor any ownership rights with respect to any Intellectual



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Property created or made by you prior to your date of hire by Yurcor ("Prior Intellectual Property") that you identify at the end of this Agreement.

- We acknowledge that you are entitled to perform your services in a safe work environment, free from harassment and any other type of unlawful or improper conduct. In the event you are subjected to unwanted advances or improper conduct, or are placed in an environment you believe is not safe, you acknowledge that you have an obligation to immediately notify Yurcor and we will take immediate steps to remedy or resolve the situation or remove you from that project and use our best efforts to find you another project to perform for a different Client.
- You represent and warrant that (a) you are not subject to any restrictions and are not under any obligation to any third party, such as a restrictive covenant or non-competition agreement, that could interfere with the performance of your obligations as an employee of Yurcor or to provide services to or for the benefit of any Client of Yurcor, and (b) you are not subject to any nondisclosure or confidentiality agreement which will interfere, or could interfere, with your ability to perform your services as a Yurcor employee or provide services to or for the benefit of a Client of Yurcor. You also acknowledge that Yurcor will be relying on this statement when employing you and when assigning you to work on projects and matters for Clients.
- Yurcor has the right to terminate your employment as a Yurcor employee at any time, with or without cause and without prior notice, but will provide you with a formal notice of employment termination if it decides to do so, by email. For your part, you also have the right to quit or abandon your employment as a Yurcor employee at any time, for a reason or for no reason, but if you do so while assigned to a Client project you agree to provide Yurcor with immediate notice that you are doing so, by email. In addition, if you have not performed any billable hours of service on a Yurcor assignment for two consecutive calendar months and are not on a Yurcor-approved or legally-authorized leave of absence (such as a military leave) during that time, your Yurcor employment will be considered to have been involuntarily terminated, unless Yurcor has provided you with notice that your Yurcor employment is being continued. Within 14 days following any termination of your Yurcor employment you agree to settle and resolve any positive or negative balance(s) you may then have in your personal Yurcor account. In addition, if at any time you maintain an employee personal account with Yurcor which has a negative balance for more than thirty (30) days, you may be subject to discipline by Yurcor without notice, including removal from a current Client project or the termination of your Yurcor employment for cause.
- While the specific terms of Yurcor's benefit plans are controlling in each instance, your eligibility to participate in Yurcor-sponsored employee benefit plans, including Yurcor's 401(k) plan and Yurcor's group health plan, generally will end no later than when your employment by Yurcor terminates, subject to any benefit continuation rights or distribution rights you may have under those plans.
- You agree to notify Yurcor of the termination or conclusion of any Client project to which you were assigned by Yurcor. You agree that in connection with any completion or termination of any project to which you have been



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assigned, you will return all equipment (including any and all hardware and software and intellectual property) provided to you by either Yurcor or the Client, and sever any and all secured access you may then have to any proprietary systems of Yurcor or the Client, within 24 hours of that event.

- You understand that Yurcor makes some employee information available to its current and prospective clients, as part of an online database, to help them identify those Yurcor employees they want to contact and interview. As a Yurcor employee, you acknowledge that your basic contact information (name, address, phone number, etc.) will be added to this data base, and you consent to that use. However, this data base will not include any medical, financial or other sensitive information such as your Social Security number.

We look forward to maintaining a mutually-beneficial employment relationship with you. Please contact us with any questions you may have.

Very truly yours,
THE CHURCHILL BENEFIT CORP., dba Yurcor

_____ Date: _____

By: _____

Its: _____ (Title)

ACCEPTANCE BY EMPLOYEE CANDIDATE

I have read the above terms and conditions, I understand them, and I accept and agree to them. I also certify that I have received, and have read and understand, the Health Insurance Marketplace Coverage Options Notification and the Yurcor Employee Handbook; and also have received, and have read and understood relevant state notices which Yurcor is required by state law to make available to me.

Employee

Date (month/day/year)