

SERVICE PROVIDER AGREEMENT

This Service Provider Agreement (this "Agreement" or "SPA"), dated _____ ("Effective Date"), is by and

between _____ with offices at _____ (hereinafter "Supplier") and The Churchill Benefit Corporation d/b/a Yurcor, a Connecticut corporation, with offices at 150 E. Palmetto Park Rd, Suite 501A, Boca Raton, FL 33432 (hereinafter "Yurcor").

Addenda attached hereto and incorporated herein by reference:

- A. Terms and Conditions of Purchase
- B. Price and Statement of Work
- C. Protection of Intel's Assets

WHEREAS, Intel Corporation on its own behalf and on behalf of all Intel subsidiaries and affiliates (hereinafter "Intel") and Kelly Outsourcing and Consulting Group, a division of Kelly Services, Inc. (hereinafter "Kelly" or "KOCG") have executed a global Purchase Agreement for the provision of outsourcing personnel as required for Intel's various business groups; and

WHEREAS, Kelly and Yurcor have executed a service provider agreement for the provision of outsourcing personnel as required by Intel's various business groups; and

WHEREAS, Yurcor and Supplier are entering into this Agreement to set forth the roles and responsibilities of each party with respect to the provision of outsourcing personnel as required by Intel's various business groups and into one or more statements of work executed pursuant to this Agreement; and

WHEREAS, Intel may purchase and/or license Deliverables (as defined in this Agreement) and Supplier shall provide the Deliverables as described in this Agreement, at prices specified between Yurcor and Supplier, and in accordance with the performance standards and quality requirements of the Terms and Conditions of this Agreement; and

WHEREAS, All Purchase Orders issued to Supplier by Yurcor during the term of this Agreement shall be governed only by the Terms and Conditions of this Agreement notwithstanding any preprinted terms and conditions on Supplier's acknowledgment or Yurcor's Purchase Order. Any additional or different terms in Supplier's documents are hereby deemed to be material alterations and notice of objection to

and rejection of them is hereby given; and

WHEREAS, When Intel is a subsidiary or affiliate of Intel, the obligations of the parties run between such subsidiary or affiliate and Supplier, and not between Intel Corporation and Supplier; and

WHEREAS, Intel has engaged Kelly to provide Managed Service Provider (hereinafter "MSP") services globally. Kelly will be responsible for the management of a network of staffing suppliers (one of which is Yurcor) who will source staff augmentation contingent workers and scope of work projects. Kelly is responsible for sourcing and managing the suppliers (including Yurcor) in their network, though Intel may provide input into the suppliers in the network. Kelly will work with Intel sponsors to define contingent worker requirements. Once requirements are defined, Kelly will send the requisition to their network of suppliers for a competitive bid. Kelly will review submitted resumes and submit the top candidates to the Intel sponsors for their review. After a candidate is identified, Kelly will work with the candidate's employer to onboard the contingent worker. Once the candidate is identified, Kelly may also help with some on-boarding tasks, including entering data into Intel's VMS tool, requesting employee ID, office space and tools.

In consideration of the foregoing and of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, Yurcor and Supplier agree to the terms and conditions contained in this Agreement (including the Addenda attached hereto).

The Churchill Benefit Corporation d/b/a Yurcor SUPPLIER: _____

By: _____

By: _____

Signature

Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

A. "Hazardous Materials" are or contain dangerous goods,

chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, EU or other international laws, regulations, and standards.

B. This "Agreement" means this Agreement, including the Statement of Work, performance guarantees, addendums and amendments to this Agreement.

C. "Purchase Order" is Yurcor's document setting forth specific Deliverables to be rendered and/or specific line Deliverables ordered, and Release information.

D. "Release" means Intel's authorization for Supplier to provide the Services to a specified schedule. The Release is contained in the Purchase Order sent to Supplier.

E. "Service(s)" mean any work to be performed by Supplier as set forth and described in a Statement of Work or otherwise within this Agreement including any designated Software related work provided by Supplier (where applicable), which may include development, training, consulting, support, and/or maintenance.

F. "Deliverables" mean any items, Services, and/or Software purchased and/or licensed as part of this Agreement. Any Deliverable that is custom made for Intel shall be indicated by an asterisk (*) on Addendum

A.

G. "Statement of Work" means a written document describing the Services to be performed by Supplier under this Agreement as set forth in Addendum A or another document executed by the parties covering such Services and referencing this Agreement.

H. "Department Supervisor" means Intel's management personnel responsible for managing the completion of the Services specified under a Release.

I. The definitions as stated in this Section, Definitions, shall survive termination of this Agreement as necessary to support the interpretation of the meaning of all other terms of this Agreement which shall survive.

2. TERM OF AGREEMENT

A. The term of this Agreement shall begin on the Effective Date and continue to the Expiration date or, if no Expiration date is specified, then as long as Supplier is performing Services under this Agreement.

3. PRICING AND AUDITS

A. [INTENTIONALLY DELETED]

B. [INTENTIONALLY DELETED]

C. Taxes

i. All applicable taxes, including but not limited to sales/use taxes, transaction privilege taxes, gross receipts taxes, and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges shall be stated separately on Supplier's

invoice. Supplier shall remit all such charges to the appropriate tax authority unless Intel or Yurcor provides sufficient proof of tax exemption. In the event that Intel or Yurcor is prohibited by law from making payments to Supplier unless Intel or Yurcor deducts or withholds taxes therefrom and remits such taxes to the local taxing jurisdiction, then Intel or Yurcor shall duly withhold such taxes and Yurcor shall pay to Supplier the remaining net amount after the taxes have been withheld. Intel and Yurcor shall not reimburse Supplier for the amount of such taxes withheld.

ii. When property is delivered and/or services are provided or the benefit of services occurs within jurisdictions in which Supplier collection and remittance of taxes is required by law, Supplier shall have sole responsibility for payment of said taxes to the appropriate tax authorities. In the event Supplier does not collect tax from Intel or Yurcor, and is subsequently audited by any tax authority, liability of Intel and Yurcor will be limited to the tax assessment, with no reimbursement for penalty or interest charges. Each party is responsible for its own respective income taxes or taxes based upon gross revenues, including, but not limited to, business and occupation taxes.

iii. To the extent that this Agreement includes transfers of licenses for software to be used in Web-

based E-Commerce and/or E-Business solutions, or Web-related service fees, including but not limited to hosting fees, data and/or storage fees, and application services, and such services are determined to be taxable or to become taxable at some future point in time, Supplier will collect such taxes as determined to be due from Intel, or Intel's resellers if applicable, and will remit same to the appropriate taxing jurisdictions. In the case of taxes imposed on the gross revenues resulting from the provision of said services, Supplier will remit such taxes to the taxing jurisdiction before any deduction for Intel's share of any business service fees. Supplier will separately invoice and state separately thereon each type of service and applicable taxes provided under this Agreement.

4. INVOICING AND PAYMENT

A. Intel shall, at its option, make payment to Kelly within ten (10) days or shall make payment to Kelly within thirty (30) days, after Intel's receipt of the proper original invoice from Kelly or Intel's receipt of Deliverables or completion of performance of Services, whichever is later. Consequently, Supplier shall invoice Yurcor at the applicable rates for such Deliverables and Services as soon as practicable so that Yurcor may promptly invoice Kelly and Kelly may promptly invoice Intel. . Kelly will process invoice payments due Yurcor within ten (10) days of receipt of payment from Intel, allowing for delays that may be required to avoid expense or to maintain

administrative efficiency.

Yurcor will process invoice payments due Supplier within ten (10) days of receipt of payment from Kelly, allowing for delays that may be required to avoid expense or to maintain administrative efficiency.

B. Original invoices or packing lists from Supplier shall be submitted to Yurcor and shall include: purchase agreement number from the Purchase Order, Purchase Order number, line item number, Release number, part number, complete bill to address, description of Deliverables, quantities, unit price, extended totals, and any applicable tax or other charges. All costs to be forwarded to Intel for reimbursement of expenses agreed to under the terms of this Agreement shall be net of any reclaimable Value Added Taxes ("VAT") incurred on such expenses. Intel's and Yurcor's payment shall not constitute acceptance.

C. Supplier shall be responsible for and shall hold Intel and Yurcor harmless from any and all payments to its vendors utilized in the performance of Services. The obligations in this clause shall survive termination of this Agreement.

D. Supplier agrees to invoice Yurcor promptly so that Intel may be invoiced no later than one hundred eighty (180) days after completion of Services or shipment of Deliverables. Intel and Yurcor will not be obligated

to make payment against any invoices submitted after such period. The obligations in this clause shall survive termination of this Agreement.

E. [INTENTIONALLY DELETED]

5. TERMINATION FOR CONVENIENCE

A. Kelly may terminate its service provider agreement with Yurcor or any purchase order with Yurcor or Release issued, or any part thereof, at any time for its sole convenience. In the event of such termination, Yurcor may terminate this Agreement or any Purchase Order or Release issued by giving written notice of termination to Supplier. Upon Supplier's receipt of such notice, Supplier shall, unless otherwise specified in such notice, immediately stop all work under this Agreement, give prompt written notice to and cause all of its suppliers or subcontractors to cease all related work, and, upon Yurcor's or Intel's request, return all materials provided to Supplier by Intel under this Agreement. Supplier may terminate this Agreement in the event of an uncured material breach by Yurcor of Yurcor's obligations under this Agreement, subject to one hundred eighty (180) days prior written notice for such termination.

B. There shall be no charges for termination of orders for standard Deliverables or for Services not yet provided.

Yurcor will be responsible, to the extent that Kelly is, for payment of authorized

Services and Deliverables already provided by Supplier but not yet invoiced. Paragraphs C through E of this termination section shall govern Yurcor's payment obligation for Deliverables custom made solely for Intel and offered or sold to no other customer.

Notwithstanding anything to the contrary, Supplier shall not be compensated in any way for any work done after receipt of Yurcor's notice, nor for any costs incurred by Supplier's vendors or subcontractors after Supplier receives the notice, nor for any costs Supplier could reasonably have avoided.

C. Any claim for termination charges for custom made Deliverables must be submitted to Yurcor in writing within ten (10) days after receipt of Yurcor's termination notice along with a summary of all mitigation efforts.

D. Supplier's claim may include the net cost of custom work in process scheduled to be delivered within ten (10) days and that must be scrapped due to the termination. Supplier shall, wherever possible, place such custom work in process in its inventory and sell it to other customers. In no event shall such claim exceed the total price for the Deliverables terminated. Upon payment of Supplier's claim, Intel shall be entitled to all work and materials paid for.

E. Before assuming any payment obligation under this

section, Intel, Kelly or Yurcor may inspect Supplier's work in process and audit all relevant documents.

F. Notwithstanding anything else in this Agreement, failure to meet the delivery date(s) in the Purchase Order shall be considered a material breach of contract and shall allow Yurcor to terminate the order for the Deliverables and/or any subsequent Releases in the Purchase Order without any liability whether the Purchase Order was for standard or custom made Deliverables.

6. FORCE MAJEURE

A. Neither party shall be responsible for a failure to perform under this Agreement or any Release due to any cause beyond its reasonable control, such as acts of nature, war, riot, embargoes, or acts of civil or military authorities ("Force Majeure"). Supplier's failure to manage its suppliers or the necessary materials, parts, or labor for its supply chain shall not be considered a Force Majeure event that excuses Supplier's non-performance. If either party's performance is delayed due to Force Majeure, the non-performing party shall use its best efforts to mitigate the impact of the delay and resume performance as soon as possible. Supplier shall immediately notify Intel, Kelly and Yurcor in writing if delivery of any Item or the performance of any Service is to be delayed by Force Majeure. If the delay

continues for greater than thirty (30) days from the date of the Supplier's notice, Kelly and Yurcor (which will follow Kelly's election) may either: (i) extend the time of delivery or performance, or (ii) terminate the portion of the Release that is affected by the Force Majeure, without any liability for such termination. The obligations in this Section shall survive the termination of this Agreement.

7. DELIVERY, RELEASES, AND SCHEDULING

A. Any forecasts provided by Intel are for planning purposes only and do not constitute a Release or other commitment by Intel.

B. Supplier shall notify Kelly and Yurcor in writing within one (1) business day of receipt of Yurcor's Purchase Order if Supplier is unable to make any scheduled delivery and shall state the reasons therefor. The absence of such notice constitutes acceptance of the Purchase Order and commitment to the Release terms.

C. Supplier shall promptly perform Services as scheduled or shall promptly notify Kelly and Yurcor if unable to perform any scheduled Services and shall state the reasons.

D. Intel or Kelly, and in turn Yurcor, may reschedule any Release in whole or in part prior to the Release date at no additional charge.

E. Intel or Kelly, and in turn Yurcor, may place any portion of a Release on hold

by

notice that shall take effect immediately upon receipt.

Releases placed on hold will be rescheduled or terminated in accordance with the Termination for Convenience section of this Agreement within a reasonable time.

F. Intel, Kelly and Yurcor shall have no obligation with respect to the purchase of Deliverables under this Agreement until such Deliverables are specified in an issued Purchase Order that contains specific Release dates for specific Deliverables.

8. INSPECTION, ACCEPTANCE, AND WARRANTY

A. Intel, Kelly and Yurcor may inspect and test all Deliverables at reasonable times. If any inspection or test is made on Supplier's premises, Supplier shall provide reasonable facilities and assistance for the safety and convenience of Intel's, Kelly's, or Yurcor's inspectors in such manner as shall not unreasonably hinder or delay Supplier's performance. All Deliverables shall be received subject to Intel's inspection, testing, approval, and acceptance at Intel's premises notwithstanding any inspection or testing at Supplier's premises or any prior payment for such Deliverables. Deliverables rejected by Intel as not conforming to this Agreement may be returned to Supplier at Supplier's risk and expense and, at Intel's, Kelly's or Yurcor's

request, shall immediately be repaired or replaced.

B. Supplier makes the following warranties to Intel, Kelly and Yurcor regarding Deliverables and Services furnished under this Agreement, which warranties shall survive any delivery, inspection, acceptance, payment, or resale of the Deliverables:

(i) Deliverables will not infringe any party's intellectual property rights ("Warranty of Non-Infringement");

(ii) Supplier has and will have the necessary right, title, and interest to provide said Deliverables to Intel, and the Deliverables will be free of liens and encumbrances ("Warranty of Title");

(iii) Deliverables are and will be new, and of the grade and quality specified;

(iv) Deliverables are and will free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by Supplier and to any other agreed-to specifications; and

(v) Deliverables provided shall be performed in accordance with good workmanship standards and shall meet the descriptions, specifications and the performance standards of the scope of work within this Agreement.

C. If Supplier breaches any of the foregoing warranties, or

Deliverables are otherwise defective or non-conforming, during a period of three (3) years after Intel's acceptance of Deliverables or other warranty period as agreed in an applicable Statement of Work under this Agreement or addendum added by an amendment to this Agreement, Supplier shall, at Intel's option, promptly repair, replace, or refund the amount paid for such Deliverables. Supplier shall bear the cost of shipping and shall bear the risk of loss of all defective or non-conforming Deliverables while in transit.

D. The warranties set forth in Section B, above, of this Section, are and shall be available from Supplier only during the applicable warranty period, except for the Warranty of Title and the Warranty of Non-Infringement that shall continue to apply and be available to Intel after the expiration of the applicable warranty period. Intel may transfer the warranties in Section B, above, to a third party in connection with the sale or transfer of the Deliverables.

E. The obligations stated in this Section, Inspection, Acceptance, and Warranty, shall survive termination of this Agreement where such provisions apply to Deliverables whereby such obligations have not expired.

9. OWNERSHIP AND BAILMENT RESPONSIBILITIES

A. Any specifications, drawings, technical information, data, tools, test equipment, and other materials

directly or indirectly furnished or paid for by Intel shall: (i) be kept confidential; (ii) remain or become Intel's property; (iii) be used by Supplier exclusively for Intel's, Kelly's, or Yurcor's orders pursuant to this Agreement; (iv) be clearly marked as Intel's property and segregated when not in use; (v) be kept in good working condition at Supplier's expense; and (vi) be shipped to Intel, Kelly or Yurcor promptly on demand.

10. CONFIDENTIALITY AND PUBLICITY

A. Each party agrees to maintain each of the other parties's information in accordance with the terms of the respective Corporate Non-Disclosure Agreement ("CNDA") between each party and Intel, as well as any other applicable nondisclosure agreement between the parties. Kelly or Yurcor shall coordinate the signing of CNDA or other applicable nondisclosure agreement between Intel and Supplier.

B. No party may use any other party's name or trademarks in advertisements, news releases, publicity statements, web sites, press releases, interviews, articles, brochures, banners, letterheads, business cards, project references, client listings or financial statement filings or disclose the existence of this Agreement, nor any of its details or the existence of the relationship created by this Agreement to any third party, other than an Intel

Affiliate, without the written consent of the other parties. Notwithstanding the Termination of Obligation of Confidentiality terms as set forth in any CNDA between the parties, the parties agree that no party will disclose the existence of this Agreement, nor any of its details or the existence of the relationship created by this Agreement, to any third party without the specific, written consent of the other parties. If disclosure of this Agreement or any of its terms is required by applicable law, rule, or regulation, or is compelled by a court or governmental agency, authority, or body, (i) the parties shall use all legitimate and legal means available to minimize the disclosure to third parties of the content of this Agreement, including, without limitation, seeking confidential treatment or a protective order; (ii) the party compelled to make disclosure shall inform the other parties at least ten (10) business days in advance of the disclosure; and (iii) the party compelled to make disclosure shall give the other parties a reasonable opportunity to review and comment upon the disclosure, and any request for confidential treatment or a protective order pertaining thereto, prior to making such disclosure. Notwithstanding the foregoing obligations, the parties may disclose this Agreement in confidence and only to the extent necessary in connection with

obtaining services from their respective legal counsel, accountants, bankers, auditors, agents, consultants, and financing sources provided these third parties are bound by confidentiality restrictions that are at least as restrictive as the CNDA between Intel and Yurcor or between Intel and Kelly.

C. Supplier shall ensure that Supplier's personnel understand and agree to comply with the obligations in this Section 10.

D. The obligations stated in this Section 10 shall survive the expiration or termination of this Agreement.

11. INTELLECTUAL PROPERTY INDEMNIFICATION

A. Supplier shall indemnify and hold Yurcor, Kelly, and Intel and their customers harmless from and against any costs, expenses (including, without limitation, attorneys' fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right of a third party arising out of or in connection with any of the following: i) the use or sale by Yurcor, Kelly or Intel or Yurcor, Kelly or Intel's subcontractors, distributors, or agents of Deliverables, ii) the use or sale by Yurcor, Kelly or Intel or Yurcor, Kelly or Intel's customers of any products manufactured using, containing, or otherwise adapted to operate with the Deliverables or items delivered pursuant to this Agreement, or iii) the

performance of any
Services provided by Supplier, its agents, or
subcontractors under this Agreement.

B. Yurcor, Kelly or Intel shall notify Supplier of any claim or
demand pursuant to the foregoing indemnity and shall permit Supplier to participate
in the

defense or settlement thereof. Provided that Supplier
may not compromise or settle any infringement claim in
a manner which either imposes any liability or cost for Yurcor,
Kelly or Intel or requires Yurcor, Kelly or Intel to admit any
liability. If an injunction issues as a result of any claim

or action, Supplier agrees at its sole cost and expense
and Yurcor, Kelly or Intel's option to either: (i) procure for Yurcor, Kelly
or Intel and Yurcor, Kelly or Intel's customers the right to
continue using the affected Deliverables or items delivered pursuant to this
Agreement;

(ii) replace them with non-infringing Deliverables or items;

(iii) modify them so they become non-infringing; or (iv)

refund to Yurcor, Kelly or Intel the amount paid for any affected
Deliverables or items.

C. Regardless of which of the foregoing remedies is
implemented, Supplier shall pay to Yurcor Intel's rework
expenses and incremental costs incurred by Yurcor, Kelly or
Intel to procure alternative products required to fill any
orders placed by Intel as of the effective date of the

injunction.

D. THE FOREGOING STATES THE ENTIRE SET OF OBLIGATIONS AND REMEDIES FLOWING BETWEEN Yurcor, Kelly or Intel AND Supplier ARISING FROM ANY INTELLECTUAL PROPERTY CLAIM BY A THIRD PARTY.

E. The obligations in this Section, Intellectual Property Indemnification, shall survive the expiration or termination of this Agreement.

12. HAZARDOUS MATERIALS

A. If Deliverables provided under this Agreement include Hazardous Materials, Supplier represents and warrants that Supplier and its personnel providing Services to Intel understand the nature of and hazards associated with the design and/or delivery of Deliverables or Services including handling, transportation, and use of such Hazardous Materials, as applicable to Supplier. Prior to causing Hazardous Materials to be on Intel's property, Supplier shall obtain written approval from Intel's Site Environmental/Health/ Safety organization. Supplier will be fully responsible for and indemnify Intel, Kelly and Yurcor from any liability resulting from the actions of Supplier or its contractors in connection with: (i) providing such Hazardous Materials to Intel; and/or (ii) the use of such Hazardous Materials in providing Services to Intel.

B. Supplier will timely provide Intel with material safety data sheets and any other documentation reasonably necessary to enable Intel to comply with applicable laws and regulations.

C. Supplier hereby certifies that Deliverables supplied to Intel comply with all applicable requirements of Intel's Environmental Product Content Specification for Suppliers and Outsourced Manufacturers (available at <http://Supplier.intel.com/ehs/environmental.htm>).

D. Supplier shall not accept credit card related Releases for any Hazardous Materials (such purchases must be made using a Purchase Order).

E. The obligations stated in this Section 12 shall survive expiration or termination of this Agreement as required to support Deliverables purchased prior to but delivered after expiration or termination.

13. COMPLIANCE WITH LAWS AND RULES

A. Supplier represents and warrants that it will comply with all applicable laws, statutes, regulations, rules, ordinances, codes, and standards, including, but not limited to, any export laws of the U.S. and abroad (collectively referred to as "Applicable Laws"), and that Supplier will obtain at its expense any permits, approvals, licenses, authorizations, or consents necessary for Supplier to deliver the goods and

services provided to Intel during the term of this Agreement. Supplier agrees to comply with all rules, regulations, policies, and requested audits described at <https://Supplier.intel.com/>, including but not limited to the Electronic Industry Code of Conduct (EICC).

Additionally, for Services in the U.S., Supplier agrees not to provide foreign nationals (non U.S. citizens or U.S. permanent residents) from controlled countries as employees or contractors for work on any Intel site unless that foreign national is covered under a valid U.S. Export License or is not exposed to controlled technology.

B. The obligations stated in this Section, Compliance with Laws and Rules, shall survive expiration or termination of this Agreement as necessary to respond to any Supplier's Deliverables subject to compliance concerns.

14. ANTI-CORRUPTION LAWS

A. In this anti-corruption laws section of this Agreement, the term "Included Scope" means, both collectively and separately, this Agreement and the portions of Supplier's and Intel's respective businesses that are involved in it.

B. In this anti-corruption laws section of this Agreement "Anti-Corruption Laws" means, both collectively and separately, any anti-corruption, anti-bribery or similar

governmental ethics and transparency laws that have particular jurisdiction or that govern the Included Scope in any general manner. Although Supplier, Yurcor and Kelly or Intel are each responsible for determining the extent and applicability of Anti-Corruption Laws, the US Foreign Corrupt Practices Act of 1977 (the "FCPA") and the UK Bribery Act 2010 are both expressly included in the scope of "Anti-Corruption Laws" regardless of Yurcor, Kelly or Intel's or Supplier's actual residency or the actual location that Services are performed and received or that goods are made, delivered and received under this Agreement.

C. Supplier, Yurcor and Kelly or Intel each represent to the other that, with respect to the Included Scope, as of entering into this Agreement:

- i. they have not violated any Anti-Corruption Laws; and
- ii. they have not directly or indirectly made any offer, payment, promise to pay, or authorized payment, or offered a gift, promised to give, or authorized the giving of anything of value to any Government Official (defined as any officer, employee or person acting in an official capacity for any government department, agency or instrumentality, including state-owned or -controlled companies, and public international

organizations, as well as a political party or official thereof or candidate for political office) or any other person while knowing or having reason to know that all or a portion of such money, gift or thing of value will be offered, paid or given, directly or indirectly, to any Government Official, for the purpose of (1) improperly influencing an act or decision of the Government Official in his or her official capacity, (2) improperly inducing the Government Official to do or omit to do any act in violation of the lawful duty of such official, (3) securing an improper advantage, or (4) inducing the Government Official to use his influence to affect or influence any act or decision of a government or instrumentality, in order to assist Yurcor, Kelly or Intel or any of its affiliates in obtaining or retaining business.

D. Supplier, Yurcor and Intel or Kelly each warrant to the other that, with respect to the Included Scope, and during the term of this Agreement, they will:

- i. not violate any Anti-Corruption Laws; and
- ii. not directly or indirectly make any offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value to any Government Official or any other person while knowing or having reason to know that all or a portion of such money, gift or thing of value

will be offered, paid or given, directly or indirectly, to any Government Official, for the purpose of (1) improperly influencing an act or decision of the Government Official in his or her official capacity, (2) improperly inducing the Government Official to do or omit to do any act in violation of the lawful duty of such official, (3) securing an improper advantage, or (4) inducing the Government Official to use his influence to affect or influence any act or decision of a government or instrumentality, in order to assist Intel or any of its affiliates in obtaining or retaining business.

E. Supplier represents that, unless disclosed to Yurcor and Intel or Kelly in a separate written statement, none of its employees, directors, officers or principals is a Government Official with jurisdiction or influence over the Included Scope. Supplier shall notify Yurcor and Kelly or Intel in writing within five (5) business days if at any time during the term of this Agreement any of its employees, directors, officers or principals is named, appointed, or otherwise becomes a Government Official with jurisdiction or influence over the Included Scope.

F. If Supplier learns or comes to have reason to know of any payment or transfer (or any offer or promise to pay or transfer) in connection with the Included Scope that would violate Anti-Corruption Laws, it shall immediately

disclose it to Yurcor and Kelly or Intel.

15. INSURANCE

A. Without limiting or qualifying Supplier's liabilities, obligations, or indemnities otherwise assumed by Supplier pursuant to this Agreement, Supplier shall maintain, at its sole cost and expense:

B. Commercial General Liability with limits of liability not less than \$1,000,000 (or local equivalent) per occurrence for bodily injury or property damage (1) assumed in a contract or agreement pertaining to Supplier's business and (2) arising out of Supplier's work. The above coverage shall name Yurcor and Intel as additional insureds as respects Supplier's work or Services provided to or on behalf of Intel.

C. Automobile Liability Insurance with limits of liability not less than \$1,000,000 (or local equivalent) per accident for bodily injury or property damage.

D. Workers' Compensation coverage (or local equivalent), as required by law, and Employers' Liability Insurance in the amount of \$1,000,000 (or local equivalent) per occurrence.

E. Professional Liability Insurance (including errors and omissions coverage) with limits of liability not less than \$1,000,000 (or local equivalent). This requirement does not apply if Supplier is not providing any

professional service.

16. GENERAL INDEMNIFICATION

A. Supplier shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold Yurcor and Kelly harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including, without limitation, attorney's fees), that Yurcor or Kelly may hereafter incur, become responsible for, or pay out as a result of: death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any cleanup costs in connection therewith, caused in whole or in part by any negligent or willful acts, errors, or omissions by Supplier, its employees, officers, agents, representatives, or subcontractors while performing Services under this Agreement and/ or any claim arising under Sections B or E below.

B. Notwithstanding Supplier's immunities under applicable local worker's compensation and industrial insurance acts, and as mutually negotiated and agreed between the parties in writing, Supplier specifically undertakes to defend, indemnify, and hold Yurcor and Kelly harmless from any and all claims or liabilities asserted against Yurcor or Kelly by Supplier's employees or by any third party in respect of,

relating to or in connection with Supplier's employees.

The foregoing indemnity shall include (but shall not be limited to) any claim made or threatened, whether by legal proceedings or otherwise, against Yurcor or Kelly by any of Supplier's employees or any third party on the grounds that any person supplied or engaged by Supplier is or was or is deemed to be or was deemed to be an employee of Yurcor or Kelly and Supplier shall indemnify Yurcor and Kelly in respect of all loss, damage or injury and all costs and other liabilities incurred by Yurcor or Kelly as a result thereof, including any damages or other costs awarded and penalties or fines assessed by any court, tribunal or rights commission and any loss, costs or other liabilities incurred by compliance with any order of any court, tribunal or rights commission. Supplier further agrees that if Yurcor, Intel or Kelly is required by law or otherwise to include Supplier or any of Supplier's employees in any of Yurcor's, Intel's or Kelly's benefit plans or provide severance benefits under law, Supplier shall reimburse Yurcor, Intel or Kelly for the actual amount required to be paid, or the fair market value of any benefit received by Supplier or Supplier's employees arising from work performed under this Agreement.

C. [INTENTIONALLY DELETED]

D. [INTENTIONALLY DELETED]

E. Notwithstanding Supplier's immunities under applicable state worker's compensation and industrial insurance acts and as mutually negotiated between the parties, Supplier specifically undertakes, pursuant to Section A, above, of this Section, to defend, indemnify, and hold Yurcor, Kelly and Intel harmless from all claims or liabilities asserted against Yurcor, Kelly or Intel by contractors who have been assigned to Intel's facilities.

F. The obligations stated in this Section, General Indemnification, shall survive expiration or termination of this Agreement.

17. RETENTION AND AUDITS

A. Where permitted by law, Yurcor, Intel or Kelly will have the right to randomly review and audit Supplier's personnel records of any and all contractors who have been assigned to Intel's facilities. Purpose of such reviews is to verify contractors provided on assignment meet skill requirements, compliance with training requirements, and adherence to negotiated bill rates.

B. Supplier will maintain complete and accurate records of the Deliverables performed under this Agreement for a period of seven (7) years after the completion of these Services or delivery and/or performance of Deliverables. Records relating to the performance of this Agreement including, but not limited to, the Compliance with Laws and Rules section and the Anti-Corruption Laws section

shall be made available to Yurcor, Kelly or Intel upon reasonable notice.

C. The obligations stated in this Section, Retention and Audits, shall survive expiration or termination of this Agreement as necessary to complete necessary audits.

18. INDEPENDENT CONTRACTOR

A. The parties hereto shall be deemed independent contractors. No party has any express or implied right or authority to assume or create any obligations on behalf of any other party or to bind any party to any contract, agreement or undertaking with any third party.

Nothing in this Agreement will be construed to create a partnership, joint venture, employment or agency relationship between Supplier and Yurcor, Kelly or Intel.

B. Supplier will be solely responsible for determining the means and methods for performing the required Services. All subcontractors directed by Supplier under this Agreement are considered Supplier's employees for purposes of this Agreement.

C. Supplier further agrees that if Yurcor, Intel or Kelly is required by law or otherwise to include Supplier in any of Yurcor's, Kelly's or Intel's benefit plans, Supplier shall reimburse Yurcor, Intel or Kelly for the actual amount so required to be paid, or the fair market value of any benefit received by Supplier arising from work performed under this Agreement.

D. The obligations stated in this Section, Independent Contractor, shall survive the expiration or termination of this Agreement.

19. SOLE COMPENSATION

A. Supplier acknowledges and agrees that Supplier's sole compensation is as set forth in this Agreement and that neither Supplier nor any of Supplier's employees are entitled to participate in any of Yurcor's, Intel's or Kelly's benefit plans, including, but not limited to, stock option plans, stock participation plans, profit sharing, retirement or pension plan contributions or savings or medical plans.

B. The obligations stated in this Section, Sole Compensation, shall survive expiration or termination of this Agreement.

20. SECURITY

A. Supplier understands that contractors assigned to work at Intel's facilities may be subject to criminal history investigations by Supplier at Supplier's expense and may be denied access to Intel's facilities if any criminal convictions are discovered.

Supplier shall actively support Intel's objective to provide "risk free" and "drug free" environment for Intel's employees, Supplier, and contractors. Supplier agrees to advise each contractor assigned to work at Intel's facilities of Intel's drug and alcohol policy that

prohibits reporting to or returning to work under the influence of intoxicants or drugs. Possessing, distributing, using, or consuming illegal drugs, and possessing or consuming from an open container of alcohol on Intel's premises (including parking lots) will result in immediate removal from Intel's premises and criminal charges, if applicable. Supplier also agrees to comply with Intel's Alcohol And Drug-Free Workplace Directive on Supplier.intel.com.

B. In order to receive an identification badge for unescorted access to Intel's facilities, contractors must complete a Intel Unescorted Access Form and submit it to Intel's Department Supervisor at least seven (7) work days prior to arrival at Intel's facility to start an assignment, unless otherwise specified by Intel.

C. Supplier confirms that, to the best of its knowledge and efforts, all Supplier employees and subcontractors set to perform work, or already performing work, if so permitted, at an Intel facility have met all Intel site access and security standards, including, but not limited to, cooperation with access paperwork and completion of any required Intel orientation, and that Supplier has or will perform all relevant screening requirements (to the extent allowed by law and reasonably supported by the local infrastructure). Supplier

shall contact the local badging office or reference the contingent workforce supplier policy at supplier.intel.com for details, prior to assigning personnel to positions requiring access to Intel facilities or intranet.

Where not prohibited by law, Intel may at Intel's expense choose to conduct one or more additional background investigations during the Supplier personnel's engagement and that such personnel who do not pass will be denied access to Intel's facilities. Supplier must provide personnel willing to submit to the background investigation, willing to provide all relevant documentation, and who must pass such investigation.

D. Due to the sensitive nature of certain assignments, all contractors are subject to background investigation and security clearance at Intel's sole discretion. Denial of security clearance by Intel shall result in immediate termination of contractor's assignment with Intel and may permanently disqualify contractor from future assignments with Intel. Contractor must provide information regarding misdemeanor or felony convictions, such as date of incident, county and state, nature of conviction, and disposition, prior to assignment with Intel. Falsification or omission of this information shall result in immediate termination of

contractor's assignment and permanent disqualification from future assignments with Intel.

21. COMPLIANCE WITH INTEL'S ALCOHOL AND DRUG FREE WORKPLACE DIRECTIVE

A. Supplier shall comply with Intel's Alcohol and Drug-Free Workplace Directive as outlined in the Contingent Workforce Global Policy on Supplier.intel.com in accordance with any applicable laws or regulations.

22. MERGER, MODIFICATION, WAIVER, AND REMEDIES

A. This Agreement including the CNDA, and the addenda attached hereto contains the entire understanding between Yurcor and Supplier with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by a duly authorized representative of each respective party.

B. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

C. Except as expressly provided otherwise in this Agreement, Yurcor's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law or in equity. To the extent that Kelly or Intel is provided with rights or remedies under this Agreement, it shall be deemed to be a third party beneficiary of this Agreement.

D. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless Yurcor determines in its discretion that the court's determination causes this Agreement to fail in any of its essential purposes.

E. The obligations stated in this Section, Merger, Modification, Waiver, and Remedies, shall survive expiration or termination of this Agreement.

23. ASSIGNMENT

A. Yurcor may assign or delegate its rights and/or obligations, or any part thereof under this Agreement to any or all of its wholly-owned subsidiaries. Otherwise, neither party may assign or delegate its rights and obligations under this Agreement without the prior written consent of the other. For purposes of this Assignment section, the acquisition, merger, consolidation, or change in control of Supplier or any assignment by operation of law shall be deemed an assignment that requires Yurcor's written consent. Yurcor may cancel this Agreement for cause should Supplier attempt to make an unauthorized assignment of any right or obligation arising under this Agreement and any such attempted assignment shall be null and void.

24. CHOICE OF LAW AND FORUM [YURCOR-OPTION TO USE
UK OR SINGAPORE LAW AS ALTERNATIVE TO
CONNECTICUT FOR SUPPLIERS OUTSIDE US]

A. All matters arising out of or related to this Agreement, including, without limitation, all matters connected with its performance, will be construed, interpreted, applied and governed in all respects in accordance with the laws of the United States of America and the State of Connecticut, without reference to conflict of laws principles. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. All disputes or litigation arising out of or relating to this Agreement, including, without limitation, matters connected with its performance, shall be subject to the exclusive jurisdiction of the courts of the State of Connecticut or of the Federal Courts sitting therein. Each party hereby irrevocably submits to the personal jurisdiction of such courts and irrevocably waives all objections to such venue.

B. The obligations stated in this Section, Choice of Law and Forum, shall survive the expiration or termination of this Agreement.

25. HEADINGS

A. The headings provided in this Agreement are for convenience only and shall not be used in interpreting

or construing this Agreement.

26. SPECIFIC PERFORMANCE

A. Notwithstanding anything else contained in this Agreement, the parties hereto agree that failure to perform certain obligations undertaken in connection with this Agreement would cause irreparable damage, and that monetary damages would not provide an adequate remedy in such event. The parties further agree that failure to complete Deliverables called for in this Agreement, or on any project released under this Agreement, or failure to deliver or effect delivery of Services and/or materials as contracted, or failure to deliver against accepted Purchase Orders, or to deliver confirmed supply or pricing, are such obligations. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity, the non-breaching party shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement, and an order of specific performance to compel performance of such obligations in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction.

27. NEW DEVELOPMENTS

A. Supplier represents and warrants that Supplier has no

outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would adversely affect Supplier's performance under this Agreement or Intel's exclusive right to Developments (defined below), and Supplier agrees that Supplier shall not enter into any such conflicting agreement during the term of this Agreement.

B. Supplier agrees that all works of authorship, inventions, improvements, developments, and discoveries conceived, made, or discovered by Supplier, solely or in collaboration with others, in the course of its performance of Services or the development of Deliverables for Intel under this Agreement as set forth and described in a Statement of Work as well as all patents, copyrights, trade secrets, trademarks, and other intellectual property rights therein and thereto (collectively, "Developments"), are the sole property of Intel. Supplier agrees to assign (or cause to be assigned) and does hereby assign fully to Intel all such Developments.

C. Supplier agrees to assist Intel, or its designee, at Intel's expense, in every proper way, to secure Intel's rights in the Developments, including the disclosure to Intel of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths,

assignments, and all other instruments that Intel may deem necessary in order to apply for and obtain such rights and in order to assign and convey to Intel, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to such Developments, including (without limitation) the Certificate of Originality Addendum and the Assignment of Intellectual Property set forth in the Assignment of Intellectual Property Addendum. Supplier further agrees that Supplier's obligation to execute or cause to be executed, when it is in Supplier's power to do so, any such application, specification, oath, assignment, or other instrument shall continue after the termination of this Agreement. Supplier further agrees to assist Intel in enforcing all patents, trademarks, copyrights, trade secrets, or other ownership rights to protect Intel's exclusive interest in Developments.

D. Yurcor acknowledges and agrees that Supplier shall retain sole and exclusive ownership of and/or unrestricted right to license, any invention, improvement, development, concept, discovery, or other proprietary information owned by Supplier or in which Supplier has an interest ("Supplier IP"). Notwithstanding the foregoing, Supplier agrees that if in the course of performing the Services, Supplier incorporates any

Supplier IP into any Development developed under this Agreement, Intel is hereby granted and shall have a nonexclusive, royalty free, perpetual, irrevocable, worldwide license, including the right to sublicense, under any such Supplier IP, to make, have made, use, import, prepare derivative works of, reproduce, have reproduced, perform, display, offer to sell, sell, or otherwise distribute such invention, improvement, development, concept, discovery, or other proprietary information as part of or in connection with such Development.

E. Supplier represents, warrants, and agrees that it will not incorporate any third party intellectual property into any Development or Deliverable provided under this Agreement without notifying and obtaining the prior written approval of Intel.

F. Supplier hereby waives any and all moral rights, including the right to identification of authorship or limitation on subsequent modification, that Supplier (or its employees) has or may have in any invention, materials, or other deliverables assigned to Intel hereunder.

G. Supplier warrants that: (1) all of its employees or contractors who perform work for it under this Agreement will have entered into written agreements with Supplier that ensure that the work they do is subject to the terms and conditions of this New Developments section; and (2) it

will not incorporate any Developments into Deliverables to be provided to Intel that contain intellectual property not assignable or licensable to Intel as provided in this New Developments section of this Agreement.

H. All documentation developed by Supplier and connected with Supplier's Services to Intel under this Agreement or associated with the Developments and any Intellectual Property related thereto, shall be the exclusive property of Intel. Upon Intel's request, Supplier shall make all such documentation available to Intel.

I. Supplier shall provide Intel with written or oral progress reports on development projects at such times as Intel may specify. The time required for preparing such reports shall be reimbursable by Intel to Supplier.

28. NOTICES

A. Unless otherwise agreed in writing by the parties, all notices to Intel regarding this Agreement shall be sent to Intel's materials general counsel addressed as follows: Intel Corporation, 2200 Mission College Blvd, Santa Clara, CA 95052, Attn: General Counsel, Reference ID: TMG Group Counsel. A separate copy must be sent to Intel's materials department representative, at the address on the signature page of this Agreement. All notices to Kelly regarding this Agreement shall be sent to Kelly Services, Inc., 999 W.

Big Beaver Rd, Troy, MI 48084, Attn: General Counsel. All notices to Yurcor regarding this Agreement shall be sent to The Churchill Benefit Corporation d/b/a Yurcor, 150 E. Palmetto Park Rd, Suite 501A, Boca Raton, FL 33432, Attn: Mark Ticar.

B. Such notices shall be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Any party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.

C. The obligations stated in this Section, Notices, shall survive expiration or termination of this Agreement.

29. DATA SECURITY REQUIREMENTS

A. Logical Controls: All systems containing Yurcor, Intel or Kelly Confidential information will have strong access control mechanisms in place. Each system user must have a unique identifier and strong password combination. A strong password must be per industry standard, but at least 6 digits in length and comprised of alpha-numeric and special characters. There must be control methods for securely granting and revoking access to these systems. An audit trail sufficient to support an investigation must be maintained for changes to the security configuration and for system use (e.g. system security logs, user activity logs). Information classified

as Intel confidential must be encrypted in network transit. Information above Intel confidential will require additional security controls as specified in the Enhanced Data Security Assessment from Intel Information Technology Risk and Security.

B. Physical Controls: Server and mass storage systems storing Intel classified information must be housed in a physically secure location with access controls to the granularity of the user (e.g. card access controlled room) and with 24x7 intrusion detection systems in place (e.g. a monitored perimeter alarm system). Access control audit trails must be maintained sufficient to support an investigation. Portable systems (e.g. laptops and small form factor devices) that contain Intel classified information will have additional access controls to prevent unauthorized access (e.g. hard disk encryption, file level encryption or hard disk access password protection)

C. Intrusion Detection/Response: For systems and networks containing Intel classified material, mechanisms and controls must be in place to detect security breaches and to properly respond to a breach.

Intel and Yurcor must be notified within twenty four (24) hours of security breaches that affect Intel classified information.

D. Data Destruction: Electronic portable media (e.g. CD's,

hard drives, floppy disks, ZIP drives) which contained Intel classified information must be disposed of in a secure manner (e.g. disk wipe to DOD 5220.22M standard, degauss or physical destruction). Hard copies of Intel classified information must be disposed of by cross cut shredding or other secure destruction methods.

30. PRIVACY

In this section: (i) “controller” is a person or entity who (either alone or jointly with others) determines the purposes for which and the manner in which any personal data are to be processed; (ii) “processor” is a person or entity who processes personal data on behalf of a data controller; (iii) “personal data” means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of which Yurcor, Intel or Kelly is the controller and in relation to which Supplier is providing goods or services under this Agreement; (iv) “processing of personal data” means any operation or set of operations which is performed upon personal data, whether or not by automated means, including but not limited to collection, recording, adaptation or alteration, retrieval, consultation,

use, disclosure by transmission, deletion or destruction; (v) “processing country” means the country where the personal data is to be processed by Supplier. Unless otherwise agreed to in writing by Intel, it is the country where Supplier is located as specified on the first page of this Agreement; and (vi) “data breach” means any unauthorized or unlawful processing, accidental loss, disclosure, destruction, or damage of any of the personal data.

Supplier must process the personal data only to the extent, and in such manner, as is necessary to provide the goods or Services under this Agreement and in accordance with Yurcor’s or Intel’s instructions from time to time. Supplier will not process the personal data for any other purpose.

Supplier must promptly comply with any request from Yurcor, Intel or Kelly requiring Supplier to amend, transfer or delete the personal data. In any event, Supplier must permanently delete personal data within thirty (30) days after the personal data is no longer being actively used in fulfilling Supplier’s obligations to Yurcor or Intel under this Agreement.

If Supplier collects personal data on behalf of Intel, and Intel has given notice to Supplier that Intel will use the personal data to contact the data subject, Supplier will submit personal data to Intel only if the data subject has opted-in to receive information either from Intel, or from other companies or persons in general.

Supplier must not: (i) transfer the personal data outside the processing country; or (ii) disclose the personal data to any data subject or third party; or (iii) authorize any third party or sub-contractor to process the personal data; other than at the request, or with the prior written consent of Intel.

If Supplier receives any communication relating directly or indirectly to the processing of the personal data Supplier must immediately notify Yurcor and Intel and must fully cooperate and assist Intel in addressing the communication.

Supplier must take appropriate physical, technical and administrative security measures to protect the personal data against any data breach. Supplier must notify Yurcor and Intel immediately if Supplier becomes aware of any data breach and fully cooperate with Yurcor and Intel in investigating the data breach. That assistance may include: providing Yurcor or Intel with physical access to the facilities and operations affected; facilitating interviews with Supplier's employees and others involved in the matter; making available to Yurcor or Intel all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise required by Yurcor or Intel; and providing any other assistance Yurcor or Intel may reasonably require.

Supplier must not subcontract or assign the processing of any personal data without written approval from Yurcor or Intel. If such approval is granted, Supplier agrees to: inform Yurcor and Intel of

the identity of the subcontractor; implement privacy and data security provisions with the subcontractor at least as comprehensive as those in this Agreement and in accordance with good industry practice; and at all times be fully responsible for the actions of the subcontractor and indemnify Yurcor and Intel for the acts or omissions of the subcontractor. Supplier's failure to comply with any of the provisions of this Section is a material breach of this Agreement. Based upon such material breach, Yurcor or Intel may terminate this Agreement effective immediately upon written notice to Supplier without further liability or obligation to Yurcor or Intel.

31. DISPUTE RESOLUTION

A. Any dispute arising directly under the express terms of this Agreement or the grounds for termination of any rights granted under this Agreement shall be resolved as follows: First, within forty five (45) days from a party's written request to the other, senior executives of Supplier and Yurcor shall meet to attempt to resolve such dispute. If the senior executives cannot resolve the dispute, either party may then make a written demand for formal dispute resolution by tendering to the other party notice of the dispute and its intent to invoke the terms of this Section "Dispute Resolution". The parties agree to meet within ninety (90) days of such a demand with an impartial mediator selected by mutual

agreement to consider dispute resolution alternatives other than litigation. In the event the parties cannot agree on a mediator, they shall each select one nominator, who shall not at that time be employed by either party, and the two nominators shall agree on and appoint the mediator. [Yurcor shall advise Kelly promptly after the resolution of the dispute and KELLY WILL ADVISE INTEL IMMEDIATELY THEREAFTER]

B. [INTENTIONALLY DELETED]

32. ORDER OF PRECEDENCE

A. If there is any conflict or inconsistency between the terms and conditions of this Agreement and any other document, the following order of precedence will apply:

1. Terms and Conditions of Purchase;
2. Any Addenda to this Agreement; and
3. Scope of Work, Statement of Work or Work Order, as applicable.

33. FINANCIAL DATA

A. If Supplier is not a publicly traded company, Supplier shall provide Yurcor and Intel with copies of Supplier's annual and quarterly financial statements in accordance with Generally Accepted Accounting Principles (GAAP) within three (3) months of the period closing date. Supplier has an option to either complete the Intel provided spreadsheet template or provide full financial

statements accepted by GAAP. If GAAP is applicable to Supplier, then these statements must include either independent auditors' opinion or a signed management letter, which states that the financial statements provided to Yurcor and Intel are in conformity with GAAP.

34. Electronic Signatures. Both parties agree that electronic signatures may be used to execute this Agreement. The parties further agree that electronic signatures will have the same force and effect as written signatures.

A. PRICE AND STATEMENT OF WORK ADDENDUM

1) TIMEKEEPING

Supplier worker(s) on assignment at an Intel facility ("Workers") will utilize a third-party electronic timekeeping system (the "VMS Tool") to enter time and data for all Workers assigned to Intel locations.

Supplier and its Worker(s)

shall be required to execute the End User Agreement for use of the VMS Tool; such agreement is provided

separately and incorporated into this Agreement by reference. Paper time cards and approvals will not be

accepted, except with special permission as granted by Yurcor.

2) APPROVALS OF TIME

a) Workers will submit time for approval weekly prior to Sunday at 5p.m. local time.

At the end of each

week, the Workers will have their time approved by the appropriate Intel manager or supervisor

responsible for Supplier Workers' work.

b) Approvals should be completed by Monday at 5p.m. local time.

c) The electronic time and expense record will be submitted to Yurcor via the VMS Tool.

d) The information from these time and expense records (employee name, hours worked, etc.) will be used to facilitate billing and reporting for Yurcor, Kelly and Intel.

e) Supplier must review Intel's portal for Time and Away rules.

3) ACCURACY AND TIMELINESS OF INFORMATION AND INVOICES

a) Supplier certifies that time submitted shall be based solely on services actually supplied by Supplier

Worker(s) to Intel, or shall consist of approved reasonable expenses and that no part or portion of any

invoice represents or is attributable to any payment, gift, gratuity or other thing of value given to any

person, organization, entity or governmental body (except for those payments required by law), other

than as payments made to Supplier Workers for services to Intel. Supplier shall be solely responsible for

applying correct tax amounts to its invoices and for the proper payment of any stated taxes to the

applicable taxing authorities. Supplier

agrees that Yurcor shall not be liable for the calculation of taxes on any Supplier invoice.

b) Yurcor reserves the right to audit all data submitted to it in connection with

the Services, and

Supplier shall afford reasonable access to all supporting documentation to enable Yurcor to do so.

c) All billables referred to in this Agreement, whether for services performed or expense incurred

(including expenses relating to the purchase of any Deliverables) must in all cases be submitted by

Supplier to Yurcor promptly so that Intel may be invoiced no later than

one hundred eighty (180) days after such services are

performed or expenses

incurred. Intel and Yurcor will not be obligated to make payment for any billables

that are not submitted promptly to Yurcor so that Intel may be so invoiced, where

permitted by law.

4) PRICING

Worker's services will be rendered at an hourly bill rate agreed upon by Yurcor and Intel, with no compensation for

overtime without the prior written approval from Intel. Reasonable out of pocket expenses shall be

reimbursed in accordance with the Intel's terms and will be subject to prior approval by Intel.

Overtime, when applicable, will be calculated and remitted to Supplier as 1.40 times straight time

hourly bill rate. Double-time, when applicable, will be calculated and remitted to Supplier as 1.86 times

the straight time hourly bill rate.

5) PAYMENT TERMS

a) Supplier shall invoice Yurcor at the applicable rates for the Deliverables and Services, to the extent the Deliverable and Services are accepted and approved in the VMS Tool by Intel in accordance with this Agreement.

b) The invoice Supplier will provide to Yurcor shall separately state all applicable sales, value added, goods and services, and all other similar consumption taxes generally borne by Intel but shall exclude withholding taxes imposed on gross receipts of Supplier or taxes based on income ("Taxes").

Kelly will process invoice payments due Yurcor within ten (10) days of receipt of payment from Intel, allowing for delays that may be required to avoid expense or to maintain administrative efficiency.

Yurcor will process invoice payments due Supplier within ten (10) days of receipt of payment from Kelly, allowing for delays that may be required to avoid expense or to maintain administrative efficiency.

Kelly will charge a 1.7% program fee which will be deducted from the supplier's rate.

c) Yurcor does not assume or share Intel's or Kelly's obligation to pay for Supplier's Services or the Deliverables.

d) Although Yurcor may do so, Yurcor shall not be obligated to pay Supplier for such Services or Deliverables unless and until Kelly pays Yurcor for them.

e) Yurcor shall be entitled to a refund from amounts previously paid to Supplier in the event of any nonpayment or required refund of those amounts by Kelly.

f) Supplier will be directly liable for repayment of amounts paid by Intel to Supplier through Yurcor if Intel should become bankrupt or insolvent, to the extent that such Intel payments are subject to recapture.

6) SCREENING REQUIREMENTS

Supplier is required to use Sterling Infosystems for all screening requirements at Supplier's own cost and expense. Detailed screening requirements and pricing are provided separately and incorporated into this Agreement by reference.

7) CONSENT TO DATA COLLECTION

Supplier will ensure that all Workers assigned to Intel have executed the data consent and processing form.

8) EMPLOYMENT VERIFICATION

Supplier will be required to check the references of all Supplier employees and all Workers.

9) EMPLOYEE VISA LIMITATION

Supplier employees and Workers must have the legal right to work in the United States. Supplier agrees to fully comply with the Immigration Reform and Control Act of 1986.

10) SUPPLIER'S ADDITIONAL RESPONSIBILITIES

a) Generally. Supplier will perform and be responsible for the following:

- (1) Recruit, select, hire, and assign contractors best qualified to perform the temporary assignments requested by Yurcor;
- (2) If Supplier is performing the Services through the use of a third party that is not classified as a direct employee, Supplier will pass through without modification, to the extent applicable, all terms and conditions of this Agreement to the third party;
- (3) Kelly and Yurcor reserve the right at any time to request a copy of a third-party Supplier's Certificate of Insurance to ensure compliance with the terms of this Agreement;

- (4) Pay wages and provide the benefits that Supplier offers to its contractors;
- (5) Pay or withhold payroll taxes and insurance premiums necessary for government-mandated programs and fulfilling employer's obligations for unemployment compensation; compute the wages and withhold all applicable federal, state, and local withholding taxes, including federal Social Security payments, where applicable;
- (6) Provide workers' compensation benefits and coverage (or local equivalents) for its contractors;
- (7) Maintain personnel and payroll records of its contractors;
- (8) Require its contractors to execute any agreements that Yurcor, Intel or Kelly requests with regard to rights to creative "work for hire" performed by them;
- (9) Make legally required employment law disclosures to its contractors;
- (10) Perform human resources administration with respect to its contractors (e.g., performance appraisals and other non-operational matters);
- (11) Timely file all applicable tax returns, including, without limitation, income tax returns, employment tax returns, and information returns required by law, in a manner consistent with its status as an independent provider of Supplier Services and as employer of individual personnel assigned under this Agreement. Supplier will make all required payments and deposits of taxes in a timely manner;
- (12) Supplier shall ensure Intel, Kelly and Yurcor shall have no liability to Supplier in the event contractors register with another third party staffing service and are thereafter placed with Intel;
- (13) Supplier will ensure contractors have the required safety equipment of any sort (including, for example, metal toe protectors, steel toed shoes, safety glasses, etc.), licenses or certificates of training prior to assignment to an Intel facility. Such

certificates of training or licenses shall be made available to Intel, Kelly or Yurcor upon request. If a contractor does not have required equipment or training when scheduled to perform Supplier Services, Yurcor, Kelly or Intel may, at its option:

- a. Refuse to accept the Supplier Services of any such contractor(s); or
- b. Remove contractor(s) for failure to obtain required equipment or training; and

(14) For all timekeeping, Supplier's contractors on assignment for Intel must utilize Intel's Contingent Workforce and Outsourcing tool. Yurcor or Kelly will supply contractors with a separate End User License Agreement to execute which is related to such tool.

B. [INTENTIONALLY LEFT BLANK]

C. PROTECTION OF INTEL'S ASSETS ADDENDUM

Supplier agrees to safeguard Intel's classified (i.e., Intel Confidential, Intel Restricted Secret and Intel Top Secret) and proprietary information as set out in the body of the parties' Agreement and relevant Unescorted Access Application forms for badges. Supplier also agrees to use and apply Intel's information protection methods stated below in this Addendum in the performance of Supplier's work. Supplier agrees that this performance standard applies to all Intel classified and proprietary information, regardless of the medium (Intel's or Supplier's) in or on which it is retained or communicated and to software that is licensed by Intel for its internal use.

Supplier is not automatically granted access to Intel classified and proprietary information, networks or software. However, authorization to use or access Intel information, network (the Intel Intranet), software, or telecommunications may be granted by the Intel information owner if access is necessary and directly related to Supplier's scope of work or duties. Unless

specifically authorized, Supplier may not use or access Intel classified or proprietary information that may be happened upon or inadvertently discovered while performing work under this Agreement. Neither may a Supplier or Supplier's employee or Workers control an Intranet web site at Intel.

Supplier shall not modify Intel classified or proprietary information, software, hardware, or telecommunications without the explicit permission of Intel's employee responsible for the resource, with the exception of contract-related requirements or resources that allow for individual customization (e.g., Microsoft Windows user features). Supplier's employees, agents, or subcontractors may not disclose Intel classified or proprietary information to their co-workers, except for disclosure to those similarly bound to protect Intel's intellectual property who have a need to know to fulfill this Agreement.

Supplier cannot use a non-Intel managed system to connect to the Intel network without an Intel-approved waiver obtained by the Intel management sponsor. Any Intel classified or proprietary information in Supplier's possession must be erased from the non-Intel managed system on or before termination or expiration of this Agreement.

This Addendum outlines Intel's minimum requirements for protection methods for all Intel classified or proprietary information and software that Supplier's personnel may come in contact with. Intel recognizes that the correct and proper protection of its information rests with its employees and suppliers who have been authorized access. Failure to comply with these requirements will provide grounds for immediate termination of this Agreement by Yurcor or Intel.

For further information or questions, Supplier should contact its Intel management

sponsor.

The obligations stated in this Addendum shall survive expiration or termination of this Agreement.

IN WITNESS WHEREOF, Yurcor and Supplier have executed this Agreement as of the Effective Date.

The Churchill Benefit Corporation d/b/a Yurcor SUPPLIER: _____

By: _____

Signature

Printed Name: _____

Title: _____

Date: _____

By: _____

Signature

Printed Name: _____

Title: _____

Date: _____