

ATTACHMENT "G"

**TEMPORARY WORKER AGREEMENT
OVERVIEW**

The purpose of this overview is to explain the main points of the Temporary Worker Agreement between you and your employer The Service Companies ("Temporary Staffing Company"), the staffing company with whom Kelly does business as part of Kelly's effort to assign temporary workers to perform work for a client of Kelly ("Client"). If you have additional questions, please contact your Temporary Staffing Company or a Kelly representative.

Section 1 – Temporary Worker

In Section 1, the Temporary Worker agrees that he or she may or may not be assigned to perform work for Client and that, if assigned, the Temporary Worker will, to the best of his or her ability, perform quality work. In addition, Section 1 clarifies that the Temporary Staffing Company signing the Temporary Worker Agreement with the Temporary Worker is the employer of the Temporary Worker that is obligated to pay compensation to the Temporary Worker, provide any benefits that the Temporary Staffing Company may have agreed to provide, make any agreed upon expense reimbursements to the Temporary Worker, withhold employment-related taxes, and pay the employer portion of those employment related taxes. Neither Kelly nor Client is the employer of the Temporary Worker. The Temporary Worker has no right to receive any compensation, benefits or reimbursement of expenses from Kelly or Client and neither Kelly nor Client has any obligation to pay or provide any such compensation, expense reimbursement or benefits.

Section 2 – Client Work Policies and Rules

In Section 2, the Temporary Worker agrees to abide by Client's worksite policies and codes of conduct presented to them and agrees not to damage or interfere with Client's equipment, property or business operations. In addition, the Temporary Worker agrees to be responsible for his or her own safety while on assignment with Client.

Section 3 - Confidentiality and Non-Disclosure

In general, this Section defines the Temporary Worker's responsibilities with regard to confidential or proprietary information of the Client or Kelly that may be provided to the Temporary Worker or to which the Temporary Worker may have access. In addition, the Temporary Worker agrees that his or her obligations with regard to confidential or proprietary information of Customer or Kelly may be enforced by means of obtaining an injunction in court..

Section 4 – Work Product

This section establishes that work produced or developed during the Temporary Worker's assignment with the Client is the property of Client to do with as it sees fit. Certain "Excluded Inventions" as that term is defined in Section 4 will belong to the Temporary Worker.

Sections 5 through Section 12

Additional contractual terms and conditions are set forth in these sections. Please read the entire agreement carefully.

TEMPORARY WORKER AGREEMENT

This Temporary Worker Agreement (the "Agreement"), is made this 24 day of Feb, 2020 (the "Effective Date") by and between Destin Smith, an individual ("Temporary Worker") and TSC, a [state] [form of entity] ("Temporary Staffing Company"). Temporary Staffing Company is the employer of Temporary Worker.

WHEREAS, Temporary Staffing Company has contracted with Kelly Services, Inc. through its Outsourcing and Consulting Group business unit ("Kelly"), for Temporary Staffing Company to provide certain services, including work performed on a temporary basis by its employee, Temporary Worker, for the University of Southern California, a client of Kelly ("Client"); and

WHEREAS, Kelly has contracted with Client for Kelly to provide certain services related to temporary workers under a program managed by Kelly for Client (the "Program"); and

WHEREAS, Temporary Worker may be assigned by Temporary Staffing Company, at Kelly's direction, to work for Client on a temporary basis.

NOW, THEREFORE, for good and valuable consideration, which includes Temporary Worker's employment with Temporary Staffing Company, Temporary Worker and Temporary Staffing Company agree as follows:

1. Temporary Worker. Temporary Worker may, in Kelly's sole discretion, be engaged to perform work for Client through the Program as an employee of Temporary Staffing Company and not as an employee of Client or Kelly. Temporary Worker shall perform such work to the satisfaction of Temporary Staffing Company and Client.

1.1 Temporary Worker acknowledges and agrees he or she is an employee of Temporary Staffing Company and not of Client or Kelly and that no employment relationship between Temporary Worker and either of Client or Kelly is or will be created by this Agreement, the agreement between Kelly and Client, Temporary Staffing Company's agreement with Kelly, or by Temporary Worker performing any work for Client. Temporary Worker acknowledges and agrees that he or she is not a third party beneficiary of the agreement between Kelly and Client and agrees that he or she has no rights or remedies pursuant to that agreement.

1.2 Temporary Worker acknowledges and agrees that Temporary Staffing Company shall be solely responsible for all payments to Temporary Worker including payment of compensation, premium payments for overtime, and other incentive payments, if any, and payments for vacation, holiday, sick days or other personal days, if any. Temporary Worker acknowledges and agrees that Temporary Worker is not eligible to participate in or receive any benefits under the terms of either Kelly's or Client's pension plans, savings plans, health plans, vision plans, disability plans, life insurance plans, stock option plans, or any other employee benefit plan sponsored by Kelly or by Client.

1.3 Temporary Worker acknowledges and agrees that the cash payments and benefits which Temporary Worker receives from Temporary Staffing Company shall represent the sole compensation to which Temporary Worker is entitled, and that Temporary Staffing Company will be solely responsible for all matters relating to compliance with all employer tax obligations arising from the performance of services in connection with this Agreement. These tax obligations include the obligation to withhold employee taxes under local, state and federal income tax laws, unemployment compensation insurance tax laws, state disability insurance tax laws, social security and Medicare tax laws, and all other payroll tax or similar laws, and in no event shall either Kelly or Client be liable for any such obligations.

1.4 Temporary Worker acknowledges and agrees that Client and Kelly shall have no liability of any kind to the Temporary Worker related to payment for the time worked, if any, for Client pursuant to this Agreement, the agreement between Temporary Staffing Company and Kelly, or the agreement between Client and Kelly. Temporary Worker hereby waives any claim he or she may have against Client or Kelly related to such payment.

1.5 Temporary Worker hereby authorizes the Temporary Staffing Company to provide Kelly and Client access to the Temporary Worker's drug screen results, credit report, criminal background check, motor vehicle driving report (if applicable) and all other information in the Temporary Worker's personnel file. The Temporary Worker also hereby authorizes the Temporary Staffing Company to promptly release copies of all documents containing such information to Client or Kelly upon request. The Temporary Worker waives any rights of privacy in such information, including any rights under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

1.6 Unless Temporary Worker has been specifically instructed by Temporary Staffing Company that the engagement by Client requires that Temporary Worker must drive a motor vehicle in the performance of work for Client, as noted in the signature block below, Temporary Worker acknowledges and agrees that Temporary Worker shall not drive any vehicle in the performance of any work for Client. In the event that Temporary Worker is asked to drive, (including but not limited to running an errand), Temporary Worker agrees to refuse such request and immediately notify Temporary Staffing Company of such request.

2. Client Work Policies and Rules.

2.1 Temporary Worker acknowledges and agrees that during the performance of work for Client, Temporary Worker will not violate any of Client's work rules and policies, including those specified in any code of conduct of Client. Temporary Worker shall at all times comply with all rules, policies and procedures of Kelly and Client as provided to Temporary Worker by Temporary Staffing Company, Kelly or Client. Temporary Worker agrees that Temporary Worker shall not damage or harm Client's equipment, property or inventory (other than ordinary wear and tear), and shall not interfere with Client's business operations.

2.2 Temporary Worker agrees that he or she enters onto Client's premises at his or her own risk and, to the fullest extent possible under applicable laws, waives any claims he or she may have now or in the future against Client or Kelly for personal injury or property damage arising out of or connected in any way with Temporary Worker's presence on Client's premises or his or her assignment to Client.

2.3 Temporary Worker agrees to comply with all of the requirements and provisions of the agreement between Kelly and Client of which Temporary Worker has been informed.

2.4 Temporary Worker acknowledges and agrees that Client may modify and/or add additional drug screening and/or background requirements at any time.

3. Confidentiality and Non-Disclosure.

3.1 For purposes of this Agreement, "Confidential Information" shall include all business or technical information, including proprietary information about costs, customers, pricing, profits, markets, sales, lists of customers, employees, potential customers, potential employees, methods of doing business, plans for future development, information regarding matters of a technical nature, such as scientific, trade and engineering secrets, all "know-how", formulas, designs, secret processes, machines, inventions, computer programs (including documentation of such programs) and research projects, information obtained by examination of any product,

design, production equipment or drawings thereof and any other information of a similar nature that is marked "Confidential" or "Proprietary" or that Temporary Worker knows or has reason to know (because the Temporary Worker was informed of its confidential or proprietary status or otherwise) is the confidential or proprietary information of Client or Kelly, as the case may be. Notwithstanding the forgoing, Confidential Information shall not include any information that:

- 3.1.1 is hereafter lawfully disclosed to the Temporary Worker under conditions which do not restrict further disclosure or by a third party which did not acquire the Confidential Information under an obligation of confidentiality to Client or Kelly, as the case may be;
- 3.1.2 properly came into the Temporary Worker's possession from a third party which is not under any obligation to maintain the confidentiality of such Confidential Information; or
- 3.1.3 has become part of the public domain through no act or fault of the part of the Temporary Worker.

3.2 Confidentiality. The Temporary Worker agrees that he or she will:

- 3.2.1 Maintain in strict confidence all Confidential Information of Client or Kelly, as the case may be and not disclose any such Confidential Information to others;
- 3.2.2 Use or reproduce the Confidential Information solely as necessary for purposes of providing services as an independent contractor to Client;
- 3.2.3 Not remove any copyright notices, trademark notices, or other proprietary legends or indications of confidentiality set forth on or contained in any of the Confidential Information;
- 3.2.4 Immediately notify Kelly or Client, as the case may be, in writing of any known unauthorized use or disclosure of the Confidential Information, providing a detailed description of the circumstances of the disclosure and the parties involved.

3.3 Injunctive Relief. Temporary Worker acknowledges that it is likely to be difficult to value the damages sustained by Kelly or Client, as the case may be, due to any breach of Section 3 herein and that such damages are likely to be substantial or irreparable and the damaged party's remedy at law would be inadequate. Therefore, in the event of a breach of Section 3 herein, in addition to any other relief, Kelly or Client, as the case may be, shall be entitled to seek temporary and permanent injunctive relief without the necessity of proving actual damages.

4. Work Product

4.1 Client Owns Work Product. Temporary Worker acknowledges and agrees that during and incident to Temporary Worker's work for Client (and whether on or off Client's premises), Temporary Worker, alone or with others, may prepare, develop, create, conceive or propose programs, derivative works, source code, object code, discoveries, concepts, inventions, innovations, improvements, materials, documentation, techniques, methods, processes or ideas, excluding the Excluded Inventions as defined in Section 4.2 below ("Work Product"), whether or not patentable, copyrightable, or subject to other forms of legal protection. Client shall exclusively own all Work Product. Temporary Worker hereby grants, assigns and transfers to Client, any and all of Temporary Worker's worldwide rights, title and interest in and to all such Work Product, including, without limitation, all patent rights, copyrights, trade secret rights, and all present and future rights of any kind pertaining to all such Work product, whether or not such rights are now known, recognized, or contemplated, together with any related goodwill. Temporary Worker hereby agrees that he or she will hereafter do such all such acts and enter into all such agreements as may be reasonably necessary to effectuate or memorialize such grant, assignment and transfer.

4.2 Excluded Inventions. Temporary Worker shall not be required to assign to Client any idea, invention, discovery, innovation or improvement which Temporary Worker developed entirely on his or her own time and without the use of any of Client's equipment, supplies, facility, information,

processes or Confidential Information (as defined in Section 3.1 above), and which (i) does not relate to or arise out of Client's current or prospective business or to Client's actual or anticipated research or development, and (ii) does not result from any work performed by Temporary Worker for Client (the "Excluded Inventions"). In any dispute with respect to the Excluded Inventions, the burden of proof shall be on Temporary Worker to show that the exclusion applies.

4.3 Work Made for Hire. Any and all Work Product prepared by Temporary Worker for that is eligible for copyright protection shall be a work made for hire on behalf of Client as that term is used under the United States Copyright Act and ownership of all copyrights in such work shall vest in Client. If for any reason, any such Work Product shall not be deemed a work made for hire or ownership of such copyrights would not vest in Client, then Temporary Worker shall transfer all right, title and interest in such work, including all copyrights therein, to Client. In those jurisdictions that deem any work performed on a "Work Made for Hire" basis as giving rise to an employee/employer relationship, the parties specifically agree that the first sentence of this Section 4.3 shall not apply in such jurisdiction and that Temporary Worker shall continue to be deemed an independent contractor of Customer.

5. Term. This Agreement shall be effective as of the Effective Date, and shall remain in effect notwithstanding Temporary Worker's termination of employment with Temporary Staffing Company or termination of Temporary Worker's assignment to Client. The following sections of this Agreement shall survive its termination: 1-5, 7-9, and 11-12.

6. Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable, then such invalid or enforceable provisions shall be severed, and the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

7. Waiver. This Agreement may be amended, or its requirements waived, only by a writing signed by the party against whom enforcement of the waiver or amendment is sought.

8. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the state of California. All disputes arising under or in connection with this Agreement shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") or comparable organization for binding arbitration in Los Angeles County, California by a single arbitrator who shall be a former California Superior Court judge. The arbitrator shall be selected by JAMS in an impartial manner determined by it. Except as may be otherwise provided herein, the arbitration shall be conducted under the California Arbitration Act, Code of Civil Procedure § 1280 et seq. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under California law. The arbitrator shall award costs of the proceeding, including reasonable attorney's fees, to the party determined to have substantially prevailed.

9. Assignment. Neither party's rights or obligations under this Agreement can be assigned without the express prior written consent of (i) the other party hereto, and (ii) Kelly. Any attempted or purported assignment of this Agreement without such consent shall be void.

10. No Inducements. Temporary Worker warrants and represents that he or she has neither provided nor offered to provide any gifts, payments, or other inducements to any officer, employee or agent of Kelly or Client for any purpose. Temporary Worker shall not provide or offer any gifts, payments, or other inducements to any officer, employee or agent of Kelly or Client for any purpose.

11. Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous negotiations, discussions and understanding of the parties with respect to the subject matter hereof.

12. Third Party Beneficiary Status. While Kelly and Client are each third party beneficiaries of this Agreement, neither Kelly nor Client shall have any obligations, liability or responsibility pursuant to this Agreement (to Temporary Worker or otherwise).

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Worker Agreement as of the Effective Date.

Temporary Staffing Company

Signed: 

Name: Destin Smith

Title: RECRUITER

Date: 2/26/2020

Temporary Worker

Signed: 

Name: Destin Smith

Date: 02/26/2020

As referenced in Section 1.6 above, Temporary Worker has been specifically instructed by Temporary Staffing Company that the engagement by Client requires that Temporary Worker must drive a motor vehicle in the performance of work for Client.

Temporary Staffing Company

Initials: 

Temporary Worker

Initials: D.S.