

CONTINGENT WORKER ACKNOWLEDGMENT

Attachment A

In consideration of my employment with _____ ("Employer"), and my assignment to _____ (hereinafter "Client"), I hereby acknowledge and agree as follows:

In the course of my employment with Employer and my assignment to Client, I may be given access to information, documents, inventions, research data, techniques and other materials (hereinafter "Confidential Information") which belong to Client.

I will not in any manner publish, disclose to any third party, or use any such Confidential Information. I will make no copies of any documents except as may be specifically authorized by Client, and I will use those copies only for the purpose for which they were placed in my possession. Absent specific authorization from Employer, or Client, I will not remove from Client's premises any Confidential Information belonging to Client. Upon termination of my assignment to Client and before my final departure from Client's premises, I will return all Confidential Information which is in my possession to Client.

I understand and agree that all inventions, improvements, designs, ideas and suggestions whether patentable or not, and copyrightable materials made or conceived either solely or jointly by me while performing services for Client are "works for hire" and the property of Client. To the extent that the work includes material subject to copyright, patent, trade secret or other proprietary right protection and not otherwise owned by Client, all right, title and interest in and to such work shall belong exclusively to Client. I hereby assign to Client, its successors and assigns, all right, title, and interest in and to my work product, including all patents, trade secrets, copyrights, or other proprietary right protection and all renewals and extensions thereof that may be secured under the laws now or hereafter in force and effect in the United States of America or in any other country or countries.

I further understand that I am employed by Employer and am therefore not entitled to any compensation from Client, or to participate in any of Client's employee benefit plans. Accordingly, I waive any rights I may have under any such plans maintained by Client. I also understand and agree that if I am injured during the course of my assignment, any claim for worker's compensation benefits shall be made to my Employer and not to Client.

I agree that Client is the intended third-party beneficiary of this Agreement and, accordingly, Client has the right to enforce the terms of this Agreement independently. Further, I acknowledge that monetary damages may not be a sufficient remedy for any breach of this Agreement and that Client will be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or equity.

This Agreement is not intended to alter the at-will status of my employment and will survive the termination of my assignment with Client and/or my employment with Employer.

(Date)

(Contingent Worker Signature)

(Print Name)