MyWorkChoice

STARTING WITH MYWORKCHOICE

90-Day Site Launch Plan

90-DAY SITE TEST WITH MYWORKCHOICE

We've designed an effective process for introducing a new workforce model over a 90-day period without disruption, or changes to your current operation.

1 **Identify the Facility**

Select a facility that is struggling with recruitment, turnover, and absenteeism, that has enough volume to make the test viable and is open to trying something new.

2 **Select the Department**

Identify the positions with the shortest training time. If you have active temporary employees, move them to another department to allow for a clear comparison.

3 **Submit Labor Order & Select Start Date**

Working with MWC's implementation team, submit the same information you would give to a traditional staffing company - Positions, Pay Rates, and Schedule.

Select a start date approximately 10 days out to allow recruitment to begin.

Site Selection

✓ A site with the most turnover, daily absenteeism, and overtime at entry-level positions.

✓ The receptiveness of site leadership to improve their situation by trying something new.

IMPLEMENTATION PROCESS

Once the facility and positions have been selected, the MWC team begins the recruitment and onboarding process.

✅ ## Onsite Support

Instead of having a local branch office, MWC places an onsite at your facility that's dedicated to your site. They are responsible for onboarding new employees, setting up schedules, and handling any HR related issues.

✅ ## Supervisor Training

As part of the site launch process, a team of MWC employees will be onsite to train your supervisors on how to access their client portal, allowing them to see a roster of scheduled workers and experience level in real-time.

BUILDING YOUR PROFILE

In partnership with your site's HR and Operations team, MWC designs your profile in the app using your job descriptions, shift times, onboarding requirements, and any Safety or Training materials that are available.

All of this is available to our workers 24x7 through the MWC app.

REPORTING & RESULTS

Data is key. We share performance results through our live dashboards and weekly reports. We believe there's no better way to prove the model works than seeing the impact in your own building.

✅ See fill rates of every open shift 24/7.

✅ We will share the progress of our recruiting pipeline.

✅ We provide surveys and feedback from active workers.

This is a critical part of assessing the effectiveness of the model for both parties.

Decision Time

The program will be evaluated after 90 days of data, observations, and feedback.
Change is not a challenge if it has shown its value. At that point, it's just a good business decision.

"Does anyone have a better idea? Because what we are doing now isn't working."

-Darcy Duvall, HR Director, GE Appliances

ARE YOU READY TO SEE REAL RESULTS?

✓ **Resolve Hiring Challenges**

✓ **Combat Retention Issues**

✓ **Eliminate Absenteeism**

BOOK AN INTRO CALL NOW

Click the "button" above to schedule an intro call.

CURIOUS ABOUT COST?

For additional details about our services and pricing review our service agreement on pages 7-11.

Service Agreement

This **Service Agreement** ("*Agreement*") is made on _____, by and between **MyWorkChoice, LLC** ("*MyWorkChoice*") with corporate headquarters located at 19720 Jetton Road, Suite 201, Cornelius, NC 28031 and _____ with corporate headquarters located at _____, (hereinafter referred to as "*Client*"). Intending to be legally bound hereby, and in consideration of the promises and mutual agreements contained herein, *MyWorkChoice* and Client agree as follows:

1. **Services.** MyWorkChoice, through its proprietary software program, MyWorkChoice, MyWorkChoice App, MyWorkChoice Admin Portal (collectively the "*MyWorkChoice Software*") manages the schedules including call offs and selecting replacement shifts of the client's assigned hourly workforce. MyWorkChoice builds a designated community of MyWorkChoice W-2 employees (hereinafter referred to as "MWC Community Members') that are able to work Client's designated jobs. The MyWorkChoice Software enables the client's hourly workers to have the option of flexibility and more convenient call off procedure which generates an opening to be filled by the MyWorkChoice designated community. Community Members select pre-defined shifts up to forty (40) hours per week as well as immediate openings of the Client's hourly workforce due to call offs. MyWorkChoice markets to qualified individuals to join this Community to fill these available shifts for the Client including fulltime temp to hire to long term part time dedicated workers. The MyWorkChoice Software organizes the shift posting, Community Member scheduling, attendance management and Community Member ranking/rating. MyWorkChoice shall provide the foregoing services, and other services as desired by Client as set forth on **Attachment A**.

2. **Term.** The term of this Agreement shall be for **ninety (90) days from the date of this Agreement**. MyWorkChoice shall give notice 30 days before the renewal date of this Agreement. Parties agree that in the absence of a written renewal, this agreement will automatically renew for successive 30-day terms. The rate outlined in **Attachment A** shall be locked-in for period of one (1) year from the date of this agreement. Any change in billable rate must be presented 30 days in advance of the rate change.

3. **MyWorkChoice Duties and Representations.**

   A. **Software License and Use:** During the term of this Agreement, the Client shall have a limited, non-exclusive and non-transferable license (without the right to assign or sub-license) to use the MyWorkChoice Software (the "*Licensed Software*") and all related services, information and materials (the "*Licensed Services/Materials*") solely for the purpose of coordinating the HR managed services provided by MyWorkChoice pursuant to this Agreement. The Client may not copy or otherwise reproduce the Licensed Software and/or the Licensed Services/Materials, or any part thereof. MyWorkChoice owns all right, title and interest in the Licensed Software and the Licensed Services/Materials and all related intellectual property rights and all modifications, improvements and derivative works relating to the foregoing. Nothing in this Agreement shall be construed to grant Client any rights in the Licensed Software and the Licensed Services/Materials beyond those expressly provided herein. Client must not (i) remove any notice of proprietary rights from the Licensed Software and the Licensed Services/Materials, (ii) modify, alter, amend, create derivative works, or reverse engineer the Licensed Software and the Licensed Services/Materials, or (iii) use or provide access to the Licensed Software and the Licensed Services/Materials to or for the benefit of third parties.

   B. **Filling Client Shifts**. MyWorkChoice shall use its reasonable best efforts to build the MyWorkChoice Community to the size that the Community Members can fill the Client-requested shifts. All Community Members shall remain the employees of MyWorkChoice. However, pursuant to the Agreement, Community Members will receive day-to-day guidance by the Client in the performance of the services.

   C. **Compensation**. MyWorkChoice will provide and pay for all Community Members wages, payroll taxes, as well as federal, state, local and other mandated taxes and payment costs for Community Members including but not limited to unemployment insurance, and workers' compensation insurance.

   D. **Immigration Compliance.** MyWorkChoice shall verify authorization to work for all Community Members through the Department of Homeland Security E-Verify system. Further, MyWorkChoice will timely fulfill all Form I-9 requirements as the employer of the Community Members (including verification of identity).

E. **Legal Compliance.** MyWorkChoice will comply with all State, Federal, and local laws applicable to MyWorkChoice's employment of the Community Members and all laws otherwise applicable to the provision of services hereunder, including but not limited to the Civil Rights Acts of 1866, 1964 (including Title VII), and 1991, the Age Discrimination in Employment Act, the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), the Fair Labor Standards Act (FLSA), the National Labor Relations Act (NLRA), the Equal Pay Act, the Occupational Health and Safety Act (OSHA), and all other local, State (including any and all States within the United States) and Federal laws governing employment, including but not limited to such laws governing harassment and discrimination in the workplace.

F. **Indemnification:** Client shall indemnify and hold MyWorkChoice harmless from and against any claims, demands, suits, losses, damages, costs, and expenses arising out of: (i) any non-compliance, violation or alleged non-compliance or violation by Client of any laws and (ii) bodily injury or death of any MyWorkChoice Community Member while performing services for Client, or damage to or destruction of any property, directly caused by any intentional, reckless or negligent act or omission on the part of Client, its officers or employees.

G. MyWorkChoice shall indemnify, hold harmless and defend Client, its employees, contractors and agents from and against any and all liabilities, judgments, claims for damages, and reasonable attorney fees, for claims relating to legally mandated applicable state taxes, federal taxes, workers' compensation, FICA, unemployment insurance and the Affordable Care Act, (ii) claims by MWC Community Members regarding payments for any services provided hereunder, (iii) MyWorkChoice's breach of this Agreement, and (iv) damages or claims arising from MyWorkChoice's or MWC Community Members's intentional, fraudulent, reckless or negligent acts or omissions.

H. **Benefits.** MyWorkChoice will be solely responsible for addressing any employee benefits that fall under the Affordable Care Act. Community Members shall not be eligible for, nor shall they receive any employee benefits from Client.

4. **Client Duties and Representations.**

A. **Day to day Duties.** Client shall provide MyWorkChoice, in a timely manner, hourly employee schedules and personnel changes for the purpose of being posted by MyWorkChoice on the app. Client shall provide Community Members with the space, equipment, and supplies reasonably necessary to perform the services to be provided under this Agreement. Client shall train, supervise and monitor the Community Members provided via the MyWorkChoice App to Client including, but not limited to, training on equipment used for moving, or loading and unloading of product. Without prior written approval from MyWorkChoice, Client shall not assign Community Members to perform work other than as described at the time Client requested the services to be posted on the MyWorkChoice App hereunder.

B. **Valuables.** Client will not give to Community Members; cash, negotiable instruments, jewelry or other valuables. MyWorkChoice will not be held responsible for or reimburse Client for any loss due to violation of this policy. Client will notify MyWorkChoice immediately of any incidents involving their Community Members.

C. **Payment for Services:**

1. Client shall pay to MyWorkChoice a fee for Services at the rates set forth on **Attachment A** attached hereto. MyWorkChoice may only change such rates within the initial duration of this Agreement upon documented changes to any taxing jurisdiction that may directly affect the Community Members filling shifts at the Client. In this case such changes will become effective upon thirty (30) days prior written notice to Client. Any changes to the rate structure after the initial one-year rate lock-in term must be accompanied with thirty (30) days prior written notice to Client before becoming effective.

2. MyWorkChoice shall issue invoices for Services on a weekly basis. Invoices are due and payable within thirty (30) days. Invoices outstanding more than 30 days from the date of invoice will incur a late charge equal to 1% (or the maximum amount permittable by law, whichever is less) of the invoice amount per month (or any portion thereof) until paid in full. Client agrees to bear the cost of collection and/or any legal recourse taken by MyWorkChoice to enforce this paragraph of the Agreement.

D. **Safety.** Client will provide Community Members with a safe work site. Client will train Community Members in safety procedures as necessary for performance of the assignment as Client does for its employees, including disclosure of exposures to hazardous substances. Client will provide at the client's expense and ensure the use of necessary safety equipment and Personnel Protection Equipment by the Community Members. Client will notify MyWorkChoice immediately of any incidents involving their Community Members. Client will promptly notify MyWorkChoice of any problem regarding the conduct by any Community Member.

E. **Legal Compliance.**

1. Pursuant to this Agreement, Client agrees and warrants that all Community Members who are classified by MyWorkChoice as non-exempt will not work more than forty hours in a work-week without the express, prior approval of Client.

2. With regard to all matters relating to the Community Members and Client's premises, workplaces, equipment, machinery, training, and environmental factors and otherwise, Client agrees and warrants that it has been, is now and shall remain in full compliance with all laws, rules and regulations relating to labor, wage and hour, equal employment opportunity and nondiscrimination in employment, workers' compensation, safety and health, environmental, and hazardous substance matters. For the purposes of this subparagraph, Client shall comply with all such laws, rules and regulations as if Client were the actual employer of Community Member.

5. **Cooperation.**   Client and MyWorkChoice will cooperate in any investigations of such complaints, subject to each Party's discretion to protect its confidential information. Regardless of whether a matter is subject to indemnification by either Party to this **Agreement**, Client and MyWorkChoice will cooperate and assist one another in the investigation, defense, and resolution of any complaints, claims, actions, or proceedings brought by any Community Member, other employee of MyWorkChoice, or employee of Client, independent contractors or vendors of either Party.

6. **Effective Date, Term and Termination.** This **Agreement** shall commence on the date first above written, and shall remain in effect until terminated by either party, at any time, with or without cause, by giving the other party written notice of termination at least thirty (30) days prior to the termination date stated in such notice. Such termination shall be without penalty. Following such termination, neither party shall have any further obligation to the other under this **Agreement**, except those obligations arising or accruing prior to the effective date of such termination. Any such termination shall not affect any obligation of Client to pay for services already rendered or any amounts unpaid to MyWorkChoice at the time of termination.

7. **Confidentiality.**

A. The parties understand that certain information that is designated as confidential and proprietary may be provided by one party ("Discloser") to the other party ("Recipient") in the course of the performance of this Agreement. Each party to this Agreement may be a Discloser and/or a Recipient.

B. "Confidential Information" shall mean all information, without regard to form, relating to Discloser's products, customers, MyWorkChoice's operations, finances, and business, specifications, and technical and non-technical data, formulas, patterns, compilations (including compilations of customer information), equipment, programs, devices, methods, techniques, processes, financial data and computer source and object code and shall be designated by Discloser as such. Such Confidential Information shall not include any information that: (a) was in the public domain or within Recipient's legitimate possession prior to the receipt of such information from Discloser; (b) comes into the public domain through no fault of Recipient; (c) is disclosed to Recipient by a third party having legitimate possession of the information and the unrestricted right to make such disclosure or (d) was independently developed by the Recipient without the use of the Confidential Information of the Discloser.

C. Recipient shall use its best efforts to protect the Confidential Information of Discloser. Recipient will not, at any time use the Confidential Information or disclose such information to any person who has not signed a confidentiality agreement enforceable, and in a form approved by Discloser.

D. The ideas and the expressions hereof contained in the Licensed Software and the Licensed Services/Materials are confidential, proprietary information and trade secrets of MyWorkChoice that the Client will receive in confidence. The Client shall not use the Licensed Software and/or the Licensed Services/Materials for any other purpose other than in connection with the services provided pursuant to this Agreement. The Client shall not in any manner or form disclose, provide or otherwise make available, in whole or in part, any portion or aspect of the Licensed Software and/or the Licensed Services/Materials to any third parties except for Client's employees and consultants who are bound by appropriate non-disclosure and non-use restrictions consistent with this restriction in this Agreement. The obligations expressed within this Section 7D shall survive termination of this Agreement.

8. **Insurance and Indemnification.**

During the term of this **Agreement**, Client shall maintain in full force and effect commercial general liability insurance, providing coverage in the amount required by law or at least One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate per annum and excess liability. Insurance coverage must include property damage.

MyWorkChoice shall indemnify and hold the Client harmless from and against any claims, demands, suits, losses, damages, costs and expenses arising out of bodily injury or death of any MyWorkChoice Community Member while performing services for Client directly caused by any intentional, reckless or negligent act or omission on the part of any MyWorkChoice Community Member.

During the term of this Agreement, MyWorkChoice shall maintain in full force and effect Workers' Compensation Insurance, providing coverage in the amount required by law or at least One Million Dollars ($1,000,000) per occurrence, Comprehensive Commercial General Liability Insurance in the amount of $5,000,000 per occurrence and a Crime Policy (to include Employee Dishonesty) in the amount of $100,000 per occurrence. MyWorkChoice shall not be responsible for claims under its insurance policies unless such claims are reported to MyWorkChoice within 30 days after occurrence.

MyWorkChoice shall indemnify, hold harmless and defend Client from and against any and all liabilities, judgments, claims for damages, and reasonable attorney fees, for claims relating to; legally mandated applicable state taxes, federal taxes, workers' compensation, FICA, unemployment insurance and the Affordable Care Act.

9. **Name and Service Marks**. Client and MyWorkChoice acknowledge that either party may use the other's business name and Service Mark (Logo) for the purposes of marketing, reporting, PR, and recruiting to fulfill Client orders and requests for employees. Either party has the right to review and approve or deny usage of their Name and Service Marks at any time.

10. **Applicable Law.** This Agreement shall be determined to be a contract made within the State of North Carolina and for all purposes shall be governed and construed under and in accordance with the laws of the Georgia.

11. **Entire Agreement**. The parties acknowledge that this Agreement constitutes the complete and entire agreement with respect to the subject matter hereof. The parties further acknowledge that this Agreement supersedes all prior agreements, between the parties with respect to the subject matter hereof. This Agreement may be amended only by a written instrument duly signed by the parties hereto.

12. **Assignment**. Neither party may transfer or assign this Agreement or any portion thereof to any other person, firm or corporation without the prior written consent of the other.

13. **Severability**. In the event that one or more of the provisions in this Agreement is held by any court of competent jurisdiction to be invalid, void or unenforceable in any respect, such holding will not affect any other provision of this Agreement.

14. **Notices.** All notices given under this Agreement shall be in writing and effective when received via hand delivery, facsimile or overnight delivery service addressed to the recipient at the address set forth above.

This Agreement is signed, executed and delivered, by the respective duly authorized officers below:

Attachment A

To Service Agreement dated: _____

Client Name:

Client and MyWorkChoice hereby agree to the specific Pricing and Services requested by Client, which will be provided by MyWorkChoice in accordance with the Service Agreement of which this is an Attachment A.

The Community
- MWC W-2 Employees: base **hourly markup is 34%** on the predetermined pay rate.

    - Fully managed MWC App and Automated Backfill Technology®
    - MWC employee costs included (taxes, worker's compensation insurance, benefits).
    - National Register, Terrorist, and Sex Offender background performed on all hires.
    - One virtual Program Manager will be assigned to manage client schedules and requests.
    - If order is less than 40 FTEs, an onsite Community Coordinator can be assigned at **a 15% markup**.
    - MWC workers are guaranteed a minimum of 2 hours of pay after arriving and clocking in for a requested assignment at normal markup.
    - Additional Client specific hiring requirements will be the client's responsibility - including the cost of pre-employment on-site drug screening.
    - Where state mandated PTO/Sick Leave is required by law, those hours will be billed at **a 15% markup** when paid out.

- Any currently active employee who is working for another temporary agency, and applies to work for MWC within the first 30 days of launch will be billed at a reduced **hourly markup of 29%**.

- Client employee access to MWC app billed at $1 per worker/per month (optional).

    - Call-off system to trigger backfills. Swap shifts and volunteer for overtime.
    - Ability to broadcast messages and gather surveys from your workforce.

- **Conversion** - Client can convert a MyWorkChoice Employee to direct, permanent employment **at no cost ($0)**, after the Employee has completed a minimum of one (1) shift at Client's location.

Client _____

Printed Name: _____

Signature: _____

Date: _____

MyWorkChoice, LLC

Printed Name: _____

Signature: _____

Date: _____

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