

reasonably requested by the Client to assist the Client or such other party as the Client may designate in writing to perfect or protect any or all of its rights in any Inventions, including but not limited to trade secret, trademark, trade name, copyright and/or patent rights, both United States and foreign.

**4. Warranty of Original Development.**

Temporary Worker represents and warrants that all services performed concerning the Client and all work products produced concerning the Client will be of original development by Temporary Worker, and will be specifically developed for the Client and will not knowingly infringe upon or violate any patent, copyright, trade secret or other property or proprietary right of any third party.

**5. Rights to Work Product.**

With respect to all work product which is not an Invention, but which is conceived or produced by Temporary Worker in the performance of the services or with the use or assistance of the Client's facilities, materials, or personnel, Temporary Worker agrees that the Client shall own all rights, title and interest to such work product, and such product shall be considered as a "work for hire" and that Temporary Worker hereby assigns all right title and interest in and to such work product.

**6. Protection of Trade Secrets.**

Temporary Worker hereby acknowledges that the Inventions and products developed by the Temporary Worker in the performance of services concerning the Client, whether by Temporary Worker or by anyone else associated with Temporary Worker, and the Proprietary Information disclosed to Temporary Worker pursuant to this Agreement, are valuable trade secrets of the Client, and Temporary Worker shall maintain and protect them in the strictest confidence.

**7. Nondisclosure and Nonuse of Proprietary Information.**

Temporary Worker will not, at any time, disclose to others, use for Temporary Worker's or any third parties benefit, or otherwise appropriate or copy any Proprietary Information, whether or not developed by Temporary Worker, except to the extent required in the performance of Temporary Worker's services concerning for the Client.

**8. Adherence to Procedure for Preserving Confidentiality.**

Temporary Worker agrees to comply with any and all procedures which the Client may adopt from time to time to preserve the confidentiality of any Proprietary Information, which may include the affixing of a legend on certain materials indicating their confidential nature.

**9. Temporary Worker's Policies and Procedures.**

Temporary Worker represents and warrants to the Client that Temporary Worker has and will enforce such security policies and procedures as are necessary to protect the confidentiality and unauthorized use of Proprietary Information. A copy of such policies and procedures together with a statement detailing the actions taken to implement them will be transmitted to the Client upon request.

**10. Duty Upon Termination.**

- a) Upon termination of Temporary Worker's retention concerning the Client for any reason, Temporary Worker agrees to deliver to the Client all Proprietary Information, writings, designs, documents, records, data, memoranda, prototype, sample, computer source code and object code listings, file layouts, record layouts, system design information, models, manuals, documentation, notes, repositories of Proprietary Information and other material of any nature which are in Temporary Worker's possession or control and which contain any Proprietary Information.
- b) Temporary Worker further agrees to retain in the strictest confidence any Proprietary Information Temporary Worker learned, through observation or otherwise, during Temporary Worker's retention by the Client.

**11. Right to Injunctive Relief.**

Temporary Worker agrees and acknowledges as follows:

- a) Temporary Worker's compliance with the provisions of this Agreement is necessary to preserve and protect the goodwill and proprietary rights of the Client as a going concern and to prevent persons, firms, joint ventures, partnerships, corporations, institutions and enterprises engaged in businesses and activities which are competitive with the businesses and activities conducted or carried on by the Client from obtaining an unfair competitive advantage over the Client;
- b) Any failure by Temporary Worker to comply with the provisions of this Agreement will result in

irreparable and continuing damage to the Client for which there will be no adequate remedy at law; and

- c) In the event that Temporary Worker fails to comply with the provisions of this Agreement, in addition to any other remedies available to it, the Client shall be entitled to, and Temporary Worker hereby consents to the entry without objection of injunctive relief (a court order causing Temporary Worker to comply with this Agreement), and to such other and further relief as may be necessary or appropriate to cause Temporary Worker to comply with Temporary Worker's duties and obligations under this Agreement.

**12. Unauthorized Use or Disclosure.**

Temporary Worker shall promptly advise the Client orally of, and confirm in writing, any actual or threatened disclosure or use of Proprietary Information which Temporary Worker knows or suspects may not be authorized by the Client.

**13. Other Agreements.**

Temporary Worker represents, warrants and covenants that Temporary Worker's signing of this Agreement and the performance of Temporary Worker's services hereunder is not and will not knowingly be in violation of any other contract, agreement or understanding to which Temporary Worker is a party.

**14. Assignment.**

The rights of the Client may be assigned or transferred without Temporary Worker's consent, at the Client's discretion. Neither the rights nor the obligations of Temporary Worker may be assigned without the Client's written consent.

**15. Severability.**

In case it is determined by a court of competent jurisdiction that any provision of this Agreement is illegal or unenforceable, such determination shall solely affect such provision and shall not impair the remaining provisions of this Agreement.

**Witness**

\_\_\_\_\_  
Witness' signature

\_\_\_\_\_  
Witness' name and title (print)

\_\_\_\_\_  
Date

**Temporary Worker**

Arturo Orozco  
Temporary Worker's signature

Arturo Orozco  
Temporary Worker's name (print)

1910 Nome Street, Aurora, CO 80010  
Temporary Worker's address (print)

Monday, 03/16/2015  
Date

**SCHEDULE D  
RANDOM DRUG AND ALCOHOL SCREENING POLICY**

I, Arturo Orozco (Associate Vendor Employee), do hereby agree to consent to random drug and alcohol testing as part of my temporary assignment at BASF. I understand that BASF could ask me to submit to such testing at any time and I am prepared to comply with any and all requests. I also acknowledge that my refusal to participate in any and all random drug and alcohol testing may result in the termination of my temporary assignment at BASF.

I authorize the Medical Review Officer to release my test results to \_\_\_\_\_ (Associate Vendor), nextSource and BASF in a confidential manner.

Associate Vendor Employee:

Associate Vendor:

Arturo Orozco  
(Signature)

\_\_\_\_\_  
(Signature)

Arturo Orozco  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Mon. 03/16/2015  
(Date)

\_\_\_\_\_  
(Date)



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## New Hire Application

Personal Data-- PLEASE PRINT LEGIBLY IN INK

Last Name Orozco First Name Arturo Middle Initial \_\_\_\_\_  
Street Address 1910 Nome Street Apt/Ste \_\_\_\_\_  
City/State/Zip Aurora, Colorado 80010  
Phone Number (303)204-2238 Email Address mrarturoorozco@gmail.com  
Staffing Agency/Recruitment Partner \_\_\_\_\_

All offers of employment are conditional upon satisfactory proof of identity and legal ability to work in the U.S.A.

Are you legally authorized to work in the United States of America?  YES  NO

### Applicant Certification and Authorization

I authorize Employer Solutions Staffing Group (ESSG) to use the information and statements contained in this application to determine my qualifications for employment. I authorize ESSG to make inquiries of my former employers, except as indicated in this application, regarding my previous duties, responsibilities, performance, compensation and eligibility for rehire.

I understand that a comprehensive background check may be conducted to determine my eligibility for hire by certain clients of ESSG. This may include but is not limited to, investigations of criminal and/or conviction records, driving records and/or a drug screen test as required by clients, government regulations or by ESSG policies.

I release ESSG and other persons or entities from any claims that might be based on ESSG's decision to conduct a background check.

I certify that all statements made in my application are true and accurate and that I have not omitted any material information or provided false or misleading information. I understand that any material omission or misrepresentation will result in my disqualification from consideration for employment or, if discovered after I begin employment, will result in my termination.

If hired, I agree to abide by the policies and procedures of ESSG.

Arturo Orozco Name (Print or type) Arturo Orozco Applicant's Signature Mon, 03/14/2015 Date

A copy or facsimile ("fax") will be considered the same as an original signature. Email will ONLY be used for employment correspondence

For ESSG Office Use Only				
DOH _____	NHW _____	I-9 _____	8850 _____	W4 _____
Emergency Contact Info _____	Background Release Form _____	Background Results _____	Unemployment Letter (If applicable) _____	ESC Application _____
For ESSG Client Use				
DOH _____	ROP _____	Work Site Loc. _____		WC Code _____

# Form W-4 (2015)

**Purpose.** Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

**Exemption from withholding.** If you are exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2015 expires February 16, 2016. See Pub. 505, Tax Withholding and Estimated Tax.

**Note.** If another person can claim you as a dependent on his or her tax return, you cannot claim exemption from withholding if your income exceeds \$1,050 and includes more than \$350 of unearned income (for example, interest and dividends).

**Exceptions.** An employee may be able to claim exemption from withholding even if the employee is a dependent, if the employee:

- Is age 65 or older,
- Is blind, or
- Will claim adjustments to income; tax credits; or itemized deductions, on his or her tax return.

The exceptions do not apply to supplemental wages greater than \$1,000,000.

**Basic instructions.** If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

**Head of household.** Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

**Tax credits.** You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 505 for information on converting your other credits into withholding allowances.

**Nonwage income.** If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

**Two earners or multiple jobs.** If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

**Nonresident alien.** If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

**Check your withholding.** After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2015. See Pub. 505, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

**Future developments.** Information about any future developments affecting Form W-4 (such as legislation enacted after we release it) will be posted at [www.irs.gov/w4](http://www.irs.gov/w4).

## Personal Allowances Worksheet (Keep for your records.)

<b>A</b>	Enter "1" for <b>yourself</b> if no one else can claim you as a dependent . . . . .	<b>A</b>	<u>1</u>
<b>B</b>	Enter "1" if: { • You are single and have only one job; or • You are married, have only one job, and your spouse does not work; or • Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less. } . . . . .	<b>B</b>	_____
<b>C</b>	Enter "1" for your <b>spouse</b> . But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) . . . . .	<b>C</b>	<u>0</u>
<b>D</b>	Enter number of <b>dependents</b> (other than your spouse or yourself) you will claim on your tax return . . . . .	<b>D</b>	<u>3</u>
<b>E</b>	Enter "1" if you will file as <b>head of household</b> on your tax return (see conditions under <b>Head of household</b> above) . . . . .	<b>E</b>	<u>1</u>
<b>F</b>	Enter "1" if you have at least \$2,000 of <b>child or dependent care expenses</b> for which you plan to claim a credit . . . . . (Note. Do <b>not</b> include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)	<b>F</b>	<u>1</u>
<b>G</b>	<b>Child Tax Credit</b> (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. • If your total income will be less than \$65,000 (\$100,000 if married), enter "2" for each eligible child; then <b>less</b> "1" if you have two to four eligible children or <b>less</b> "2" if you have five or more eligible children. • If your total income will be between \$65,000 and \$84,000 (\$100,000 and \$119,000 if married), enter "1" for each eligible child . . . . .	<b>G</b>	<u>7</u>
<b>H</b>	Add lines A through G and enter total here. (Note. This may be different from the number of exemptions you claim on your tax return.) ▶	<b>H</b>	<u>13</u>

For accuracy, complete all worksheets that apply.   
 { • If you plan to **itemize** or **claim adjustments to income** and want to reduce your withholding, see the **Deductions and Adjustments Worksheet** on page 2.   
 • If you are **single and have more than one job** or are **married and you and your spouse both work** and the combined earnings from all jobs exceed \$50,000 (\$20,000 if married), see the **Two-Earners/Multiple Jobs Worksheet** on page 2 to avoid having too little tax withheld.   
 • If **neither** of the above situations applies, **stop here** and enter the number from line H on line 5 of Form W-4 below.

Separate here and give Form W-4 to your employer. Keep the top part for your records.

<b>Form W-4</b> Department of the Treasury Internal Revenue Service		<b>Employee's Withholding Allowance Certificate</b> ▶ Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.		OMB No. 1545-0074 <b>2015</b>
1 Your first name and middle initial <i>Artero</i>		Last name <i>Orozco</i>		2 Your social security number <i>546-59-1192</i>
Home address (number and street or rural route) <i>1910 Nome St</i>		3 <input type="checkbox"/> Single <input checked="" type="checkbox"/> Married <input checked="" type="checkbox"/> Married, but withhold at higher Single rate. Note. If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.		
City or town, state, and ZIP code <i>Aurora, Colorado 80010</i>		4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ▶ <input type="checkbox"/>		
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)		5	<u>13</u>	
6 Additional amount, if any, you want withheld from each paycheck		6	\$ _____	
7 I claim exemption from withholding for 2015, and I certify that I meet <b>both</b> of the following conditions for exemption. • Last year I had a right to a refund of <b>all</b> federal income tax withheld because I had <b>no</b> tax liability, <b>and</b> • This year I expect a refund of <b>all</b> federal income tax withheld because I expect to have <b>no</b> tax liability. If you meet both conditions, write "Exempt" here . . . . . ▶		7	_____	
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.				
Employee's signature (This form is not valid unless you sign it.) ▶ <i>Artero Orozco</i>		Date ▶ <i>03/16/2015</i>		
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)		9 Office code (optional)		10 Employer identification number (EIN)