



Employment Agreement

Employer: Verigent, LLC
Employee Name: Michael Harbuck
Reporting Date: March 19, 2014

Verigent, LLC ("Verigent"), conditionally offers employment in the capacity of **IT Consultant** commencing on **March 19, 2014** at its client, (**ADB Technology**) for service with the client for a temporary period, to perform such duties and to work such hours as may be assigned by the client during the term of your service.

1. **Ratification.** You understand and acknowledge that this offer of temporary employment with Verigent is subject to final approval by the Client and that you are not entitled to any wages or employment unless actually hired by Verigent to work the specific assignment for the Client pursuant to this agreement. You also understand that this agreement does not go into effect until you perform work on this specified assignment. You acknowledge and understand that your employment with Verigent is "at-will", with no certain term of employment being offered or promised, and that you or Verigent may terminate your employment, with or without cause, at any time. You agree that by reporting or remaining at work after signing this agreement that you have ratified the agreement. In addition, you represent and warrant to Verigent that your employment with Verigent will not violate the terms or conditions of any other agreement to which you are a party.
2. **Reporting of Time Worked.** You agree to submit your time to Verigent via the client's electronic time entry system by 10:00 am EST each Monday, completed time records and/or expenses reports, approved and verified by the Client. Failure to enter hours and/or expenses into the client's electronic time entry system before 10:00 am Monday will result in a delay of payment of wages. You acknowledge that Verigent needs completed time records to obtain payment from the Client. You acknowledge that you will accurately complete, sign and assist Verigent in gaining Client's approval and verification of your time and expense records each week. You understand and agree that in the absence of complete and accurate time records, Verigent cannot determine the number of hours worked and your corresponding wages. Therefore, you understand and agree that your paycheck cannot be generated unless your client approved timecard has reached the Verigent office. You acknowledge Verigent's policy and practice of mandating recording all hours worked.
3. **Compensation.** In consideration of your services, Verigent agrees to pay you the following rates:
 - (a) **\$15.00** per hour for all hours worked (as noted on time records) effective on the day you report to work at the Client and ending on the day of termination, or discharge of employment, regardless of cause or reason for termination.
 - (b) **\$22.50** per hour for all hours worked (as noted on time records) in excess of forty (40) hours per week (or as otherwise required by applicable law). Client observed holidays, shutdowns, and regularly scheduled days off shall not be considered as time worked for purposes of qualifying for overtime/premium rate compensation.
 - (c) After 690 hours worked, Verigent agrees to compensate you for six holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
 - (d) After 1200 hours worked, you will accrue 20 regular hours of Paid Time Off.
 - (e) You must be considered a full time employee to qualify for the compensation listed under sections 3(c) and 3(d) above.

Except where otherwise noted in this Agreement, you acknowledge and agree that you are not entitled to any other compensation or benefits from Verigent.

4. **Restrictive Covenant.** In consideration of the terms of employment and the efforts and costs incurred by Verigent, you agree that you shall not solicit the Client or engage in a like or similar profession or occupation at the Client's facility at which you are directed to or actually perform services under this agreement, either directly or indirectly, for a period of one hundred eighty (180) days following the termination of your employment under the terms of this Agreement, unless specific written authorization has been obtained from Verigent. You hereby agree that any violation of this provision will result in you paying to Verigent an amount equal to three hundred twenty (320) hours at the hourly rate noted in 3(a) above as compensation for Verigent's efforts and costs incurred as a result of your employment hereunder.

5. **Confidentiality.** You agree not to disclose to anyone, either during or after your employment with Verigent, any confidential or proprietary information of any kind obtained by you as a result of your employment without the written consent of executive officers of both the Client and Verigent. You further agree that upon leaving the employment of Verigent, you will not take with you, without the written consent of executive officers of the Client and Verigent, any blueprint, drawing, or other reproduction, property or material of any kind. You also agree to execute any forms or documents required by the Client with respect to confidentiality.

You further agree not to discuss the compensation stated in this agreement, or any compensation paid to you by Verigent pursuant to any other employment agreement, in any manner, with the Client, the Client's employees or any contract employee of the Client or Verigent.

6. **Ownership of Work Product.** You agree that you will disclose and assign full and absolute right, title and interest to the Client of any and all inventions, improvements, or discoveries made by you of any kind or nature whatsoever during the tenure of this agreement, and you will execute any and all documents and instruments necessary to transfer the full and complete title of any such inventions, improvements or discoveries to the Client, and shall assist in any manner possible in obtaining patent letters in the name of the Client covering them.
7. **Indemnification.** You agree to indemnify and save harmless Verigent from any and all liability, loss, damage or expense which may be caused by your negligence or failure to perform your duty under the terms of this Agreement.
8. **Termination.** You shall give a minimum of five (5) days' notice should you elect to terminate your position with Verigent. You understand that the length of assignment is subject to the discretion and requirements of the Client and, therefore, a five (5) day notice from Verigent may not be possible. Therefore, Verigent is not required to give such notice. Upon termination, and to the extent permitted by applicable law, you acknowledge and agree that any amounts owed by you to Verigent will be deducted from any remaining compensation owed to you and refunded to Verigent.
9. **End of Assignment Notification.** You agree that upon completion of an assignment with the Client, you will notify Verigent that you have completed the assignment and confirm your availability for work, regardless of who notified you that the assignment was ending. You will contact Verigent within one business day after the completion of your assignment to request a new assignment. If you do not contact Verigent with such notification of availability, Verigent will assume you are unavailable for work. You understand that failure to contact Verigent upon completion of an assignment and requesting a new assignment may affect your ability to receive unemployment benefits.
10. **Acknowledgement of Employment Relationship.** In addition to the rules, regulations or policies of Verigent, you agree to be bound by any applicable rules, regulations or policies established by the Client wherever you perform services under this agreement. You recognize that you are an employee of Verigent and not an employee of the Client, and you will look solely to Verigent for all employee benefits in connection with your employment under this agreement. You hereby waive any right you may have against the Client for benefits arising out of or resulting from employment hereunder, including, without limitation, rights under any medical/benefit plan, pension plan or vacation/holiday plan.
11. **Claims and Actions.** To the extent permitted by law, you, on your own behalf and on behalf of your successors, executors, heirs, and assigns, waive any and all rights you have or may make to claim or assert claim, suit, action, or demand of any kind, nature or description, including without limitation claims, suits, actions or demands for personal injury or death whether arising in tort, contract, or otherwise, against us, Client or Client's Client, contractors, subcontractors, representatives, agents, officers, directors, or employees (collectively referred to as "Client") resulting from or arising directly or indirectly from your employment with us. You recognized and agree that we provide workers compensation coverage for such things as on-the-job injuries or occupational diseases incurred while on assignment for us and agree to look solely to us and/or our insurer for damages and/or expense for such illness, injury, or other claims incurred while on assignment covered by said workers compensation policy. The extent and applicability of actual coverage's shall be in accordance with applicable state law and policy terms and conditions. You agree that such coverage is adequate and fully compensatory and therefore releases us and its Client from any other liability. You agree to immediately notify us if you believe that there is an unsafe condition at the Client's worksite, or if you are injured on the worksite. Failure to immediately notify us, in writing, may result in loss of workers compensation benefits.



- 12. **Vehicle.** In the event you accept possession of either our or our Client's vehicle (whether owned, leased, rented or borrowed), or use your own vehicle for work related purposes, you agree to the following:
 - a) you will maintain an auto insurance policy that satisfies applicable state laws, b) you will maintain an active U.S. driver's license, c) you will be held responsible for property damage to the vehicle, lost items left inside vehicle, and any moving and parking violations. You hereby specifically authorize us to make deductions from any wages owed to you to satisfy any outstanding amounts due, and agree to indemnify, defend and hold us harmless from any claims, legal actions or suits brought against you, us or the Client stemming from your possession or use of such vehicle. You agree to use our or our Client furnished automobile only for work related purposes, and that personal or other unauthorized usage of the auto will result in immediate termination. You shall be held responsible for any and all damages to the auto when it occurs during unauthorized use. Before you accept possession of a Client auto, you agree to inform us in writing of this action. Failure to inform us will result in complete loss of any and all of our or our Client's insurance.
- 13. **Drug Test.** You recognize that we may from time to time require drug testing in accordance with our policies and procedures or as required by Client. You agree to submit to such testing as a condition of employment upon notice by us, either prior to employment or during employment.

If you accept this conditional offer in accordance with its stated terms, please indicate your acceptance by signing your name where indicated below and returning the signed copy to: Verigent, 149 Plantation Ridge Drive, Suite 100, Mooresville, NC 28117 prior to commencing work.

Accepted By:

Contract Employee (Print Name)

Verigent (Print Name/Title)

Contract Employee (Signature)

Verigent (Signature)

Date

Date

Social Security Number