

## EMPLOYMENT AGREEMENT

Rogue Recruiting, (“Rogue”), conditionally offers to employ “name” in the capacity of \_\_\_\_\_ on “date” \_\_\_\_\_ at its clients, to perform such duties and for such hours of work as may be assigned to you during the term of service.

1. **Ratification** - You understand and acknowledge that this offer of temporary employment with Rogue is subject to final approval by the Client and that you shall not be entitled to any wages or employment unless actually hired by Rogue 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 actually work on said specific assignment. You acknowledge and understand that your employment with Rogue is “at will”, with no certain term being offered or promised, and that you or Rogue 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 same. In addition, you represent and warrant to Rogue that your employment with Rogue will not violate the terms or conditions of any other agreement to which you are a party.
2. **Reporting of Hours** - You agree to submit completed time record to the Rogue office by 10:00 am on Monday of each week, written in ink and approved and verified by a Client supervisor, indicating the number of hours worked. Failure to submit completed time records before 10:00 am on Monday may result in the delay of payment of wages. You acknowledge that Rogue needs completed time records to obtain payment from the Client, and therefore you will accurately complete, sign and assist Rogue in gaining Client’s approval and verification of your time records each week. You understand and agree that in the absence of complete and accurate time records, Rogue cannot accurately determine the number of hours worked and your corresponding wages. Consequently, you also understand and agree that your paycheck will not be released unless your Client approved and verified time records have reached Rogue’s office. You acknowledge Rogue’s policy and practice of mandating recordation of all hours worked. Rogue does not permit “off the clock” work or any similar practice of not recording hours worked. Any request by the Client or other third party not to record all hours worked must be reported in writing by you to Rogue.
3. **Restrictive Covenant** - In consideration of the terms of employment and the efforts and costs incurred by Rogue, you agree you shall not solicit Client or engage in a like similar profession or occupation at Client’s facility or any other facility at which you are directed to or actually perform services under this agreement, either directly or indirectly, for a period of one year (365) days following the termination of your employment under the terms of this agreement, unless specific written authorization has been obtained from Rogue. You agree

that any violation of this provision will result in you paying to Rogue an amount equal to two thousand one hundred hours (2100) hours at the hourly bill rate of assignment.

4. **Confidentiality** – You agree not to disclose to anyone, either during or after your employment with Rogue 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 Rogue, and you further agree that on leaving the employment of Rogue, you will not take with you, without permission of executive officers of both the Client and Rogue, 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 the foregoing. You further agree not to discuss the compensation stated in this agreement, or the compensation paid to you by Rogue pursuant to any prior employment agreement, in any manner, with the Client, the Client's employees or any contract employee of the client.
5. **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 and all documents and instruments necessary to transfer the full and complete title of any such inventions, improvements, and discoveries to the Client, and shall assist in any manner possible in obtaining patent letters in the name of said Client covering them. You also agree to execute any forms or documents required by Client with respect to the foregoing.
6. **Indemnification** - You agree to indemnify and save harmless Rogue 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.
7. **Termination** - You shall give a minimum of fourteen (14) days notice should you decide to terminate your position with Rogue. You understand that the length of assignment is subject to the discretion and needs of the Client and, therefore, a five day notice from Rogue may not be possible and Rogue is not required to provide such notice. Upon termination, and to the extent permitted by applicable law, you acknowledge and agree that any amounts owed by you to Rogue will be deducted from any remaining wages owed to you and refunded by Rogue.
8. **Staff Shift-No-Shows** - If a Rogue employee does not report for a scheduled shift, and Rogue employee has failed to give any advance notice to Rogue, then Rogue must deduct Rogue employee for the full shift at the contracted Bill Rate.
9. **Notification of Completion of Assignment** - You agree that upon completion of an assignment with Client, you will notify Rogue that you have finished the assignment and confirm your availability for work, regardless of who originally notified you that the assignment was ending. You will contact Rogue within one business day after completion of the assignment between the hours of 8:00 a.m. and 5:00 p.m. If you do not contact Rogue as stated in this paragraph, Rogue will assume that you are unavailable for work. You

understand that failure to contact Rogue upon completion of an assignment may affect your ability to receive unemployment benefits.

10. **Acknowledgement of Employment Relationship** - In addition to the rules, regulations and policies of Rogue, 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 and agree that you are an employee of Rogue and not an employee of the client, and you will look solely to Rogue for all employee benefits in connection with your employment under this agreement. You hereby waive any right you have or 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. **Limitation of Liability** - To the extent permitted by law, you, on your own behalf and on behalf of anyone claiming by or through you, waive any and all rights you have or may have, to claim or assert a 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 Client or Client's customers, agents, officers, directors, or employees, resulting from or arising directly or indirectly out of your employment with Rogue. You recognize and agree that Rogue provides workers' compensation coverage for such things as on-the-job injuries or occupational diseases incurred while on assignment for Rogue, and you agree to look solely to Rogue and/or its insurer for damages and/or expenses for such injury, illness or other claims incurred while on assignment. You agree to notify Rogue if you believe that there are any unsafe conditions at the Client worksite or facility.

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: Rogue or your Rogue representative.

**Accepted By:**

**Accepted By:**

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Rogue Representative Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Rogue Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date