



EMPLOYMENT AGREEMENT TECHNICAL SERVICE EMPLOYEE

Throughout this Agreement, **Staffing Solutions, LLC**, employer, will be referred to as "we", "us" or "our" and the Employee will be referred to as "you" or "your". "Our client" will be the entity to which you are referred for interview or work and any of their customers for whom you are on a project or on whose site you may actually work. In consideration of our employing you, sending you for an interview or assigning you for temporary work at our client, you and we agree as follows:

1. Reporting/Interview Date and Work Rules. You agree to report to our client for work on the day scheduled, "Reporting Date," and work on the assignment until it is completed or until it is terminated. If you are sent for an interview you agree to attend the interview as scheduled and if offered the temporary assignment you will report on the "Reporting Date." You agree to all the terms and conditions of this agreement. You further agree to follow all work rules, safety rules and policies of our client.
2. Compensation. If you are employed by us, we will pay you the agreed rate of pay for the hours you actually work for our client on our regularly scheduled pay day. We will pay you the overtime actually worked and authorized by our customer in advance of your working the overtime.
3. Time Cards. You are responsible for keeping your time card for all the hours you work. Once the time card or hours are called in to us, you agree not to claim further hours later.
4. Return of Our and Our Client's Equipment. In the event we or our client (you will notify us immediately in this event) allow you to use a credit card or other equipment for use on the assignment for our or their behalf, you agree that such credit card and other equipment is our or our client's property. You further agree that such shall be used **only** for our or our client's business purposes. When the assignment terminates or we or our client requests, you will promptly return the credit card and equipment to us or our client. In the event you do not return the equipment or have used the credit card for other than our or our client's business you agree to pay us or our client for the non business related items and/or the current fair market value to replace the equipment. You further agree that we may enforce this provision and we will be entitled to all our costs of collection including attorney fees, court costs, investigation fees, and other related costs of collection. You also agree to pay for the time we spend internally in preparing this collection matter at the same rate as you were paid on the assignment.
5. Confidential Matters. During your employment with us, you will have access to and become familiar with various trade secrets and other sensitive or confidential information (hereafter called "Confidential Matters") of ours and our client. Such "Confidential Matters", all of which are owned by us or our client, includes, but is not limited to, the following: protected trade secrets, information with respect to inventions, designs, formulas, tools, equipment, unpublished written materials, plans, processes, costs, methods, systems, improvements, enhancements, modifications, technical or business innovations and any and all expressions of computer programs, manuals, data bases, and all forms of computer hardware, firmware, and software; names and addresses of our client's customers, including non public personal information of our client's customers, employees, suppliers or other matters; systems for recruitment or for the operation of our or our client's business; and any and all computer generated or computer stored information, data files, prints, descriptions, systems, software, or documentation and anything else provided by us or our client. You agree to hold in strict confidence and not to disclose any "Confidential Matters", directly or indirectly, to anyone, nor to use them in any way, either during your employment with us or at any time after its termination, except as may be required in the course of your performing services hereunder, or if we give our prior written consent.

All formulas, files, records, reports, programs, manuals, tapes, card decks, listings, software, systems, drawings, specifications, agreements, equipment and similar items or enhancements, modifications, or improvements, customer and supplier lists, relating to our business, whether prepared by you or through some other source, will remain our exclusive property and you will not remove from our premises any such items under any circumstances without our prior written consent. You also agree that, in the event of the termination of your employment with us, you will immediately return all such items which may be in your possession and if requested by us you will state in writing that all such items were returned.

6. Developments. You agree that you will promptly and fully disclose to us in writing any "Developments". "Developments" include, but are not limited to, new recipes, new formulas, new processes, new customers, new employees, data, drawings, electronic recordings, writings, information, inventions, designs, ideas, improvements, enhancements, modifications, technical or business innovations, and discoveries, whether or not such can be patented or copyrighted, which relate in any way to your work for us or our client, or to our or our client's business or are suggested by such matters and which you may make, record, write, conceive, develop, first reduce to practice or discover, alone or with others during your employment with us (regardless of whether made, recorded, written, conceived, developed, first reduced to practice or discovered during working hours) and after the termination of your employment with us.

All such "Developments" will become our or our client's exclusive property and you agree to assist us (at no cost to you) during your employment or at any time or times thereafter in executing documents and doing any other things necessary to obtain patents, copyrights, or other legal protection in our or our client's name and to otherwise vest complete right, title and interest in us or our client to any such "Developments" or any other exclusive property of ours or our client.

You represent and warrant that there are at present no recipes, formulas, processes, recordings, writings, inventions, improvements, or discoveries -- not included in a copyright, copyright application, patent, or patent application -- which were recorded, written, conceived, invented, made, or discovered by you before entering into this Agreement and which you desire to remove from the provisions of this Agreement, except those specifically set forth by attachment hereto.

7. Additional Documents and Assignment. If we so request, you also agree to execute and deliver during your employment or at any time or times thereafter any such agreements or documents, pertaining to any such "Developments" and/or "Confidential Matters", as we may request.

These Developments and Confidential Matters provisions shall be for our and/or our client's benefit. We or they shall have all rights and remedies to enforce any and all provisions. We also reserve the right to assign this agreement and all the provisions herein to any other person or entity.

8. Obligations During Employment with Us and After Interview or Termination. During any assignment with us and/or for a period of ONE HUNDRED EIGHTY (180) days after the later of, any interview or terminated assignment, you agree that 1) you will not work for, accept employment from, nor will you solicit employment with our client (remembering this also includes our client's customer,) and 2) you will not accept employment with another employer for an assignment to work at our client's premises or on a project for our client which may not be on its premises. You also agree that any period of violation or time required for litigation to enforce this provision will not be included in this 180 day period. You acknowledge that we have spent time in procuring this client and our client has spent time procuring its customer, interviewing or reviewing your qualifications for the temporary job and that this is sufficient consideration to enforce this provision. You and we both recognize that, if the above provisions are violated, remedies which would typically be available to us for contract breach would be inadequate. Therefore, you and we have agreed that we have the right to obtain injunctive or other equitable relief against you, and any other person who may be involved or connected with you, in the event that these provisions are breached. These rights will be in addition to any other rights which we may have under law. If a violation occurs under this paragraph we will have the right to obtain attorney fees and cost from you, to be set by the court, if any action or suit is necessary to enforce this provision.

9. Other Agreements. You represent to us that you have made no other agreements which would stop you from entering into this agreement. You represent that if you are bound by an agreement not to divulge any confidential information of another employer you will notify us of its content and extent.

10. Survival of Certain Provisions; Remedies. You and we have specifically agreed that the above Developments, Confidential Matters, and Obligations During Employment with Us and After Interview or Termination provisions of this Agreement are considered as agreements independent of any other provisions of your employment with us, and the existence of a claim which you might allege against us, whether based on this Agreement or otherwise, will not prevent us from enforcing these provisions. Further, relying upon your agreement to these provisions, we are placing you in a position of great trust and confidence. You and we both recognize that, if the above provisions are violated, remedies which would typically be available to us for contract breach would be inadequate. Therefore, you and we have agreed that we have the right to obtain injunctive or other equitable relief against you, and any other person who may be involved or connected with you, in the event that these provisions are breached. These rights will be in addition to any other rights which we may have under law.

In the event that we institute legal action against you to enforce the above Developments, Confidential Matters and/or Obligations During Employment with Us and After Interview or Termination provisions, and in the event that such action leads to or results in a court decision or settlement in our favor, you agree to fully reimburse us for our legal fees and related costs involved in our pursuing such action against you.

11. No Change In "At Will" Employment. You understand that this Agreement is not intended to alter the "at will" nature of our employment relationship.

You and we have executed this Agreement, intending to be legally bound by it.

Staffing Solutions, LLC

By:

Date

Employee

Date