



Staffing Services Employment Agreement

This Employment Agreement, made this ____ day of _____, 2012, by and between _____ (referred to as "Employee") and Future Technology Staffing, Inc (referred to as "FTS").

WHEREAS, FTS' business is that of placing employees with third party businesses (referred to collectively as "Customers" or individually as "Customer"); and

WHEREAS, Employee desires to be placed from time to time at the direction of FTS with one or more of FTS' customers.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- I. Employee shall only be paid for actual hours worked as evidenced by a properly completed time sheet. Employee agrees and understands that time records of FTS or Customer shall be conclusive as to the time approved by Customer and worked by Employee.
- II. Employee shall submit, no later than the Monday after the week of work, a completed time sheet signed by a Customer supervisor. Employee may call and confirm that the time sheet has been received.
- III. Employee acknowledges and agrees that he/she shall be an employee of FTS during the term of any assignment and shall be responsible to advise FTS properly of concerns, problems, complaints, legal matters or other questions that Employee has concerning his/her employment, status or work treatment while on an assignment. Employee shall remain an Employee of FTS during the course of an assignment and shall not be deemed an employee of the Customer or entitled to or eligible to participate in any benefits offered by the Customer to its employees.
- IV. Employee shall look solely to FTS to resolve any employment matters and claims, and forever waives and releases any and all claims of whatever kind against the Customers of FTS.
- V. Employee shall provide FTS with two weeks prior notice of Employee's intention to terminate any assignment received by FTS. The expected duration of the contract is _____. Employee understands that the Customer may reduce the length of any assignment at any time. Therefore, no advance notice of termination of an assignment from the Customer or from FTS is required. It is understood that,

subject to the aforementioned notice provisions applicable to Employee, employment is at mutual consent of both Employee and FTS.

- VI. Employee acknowledges and agrees that FTS has the sole power, authority and responsibility to negotiate or discuss with Customers, the rate of payment at which services are to be performed. Employee acknowledges that payment rates involve sensitive and confidential information. Therefore, Employee hereby agrees not to divulge pay rates to any third party, including Customers, employees of Customers, managers or other Employees.
- VII. During the term of any assignment and for a period of one year thereafter, Employee shall not accept any full or part-time employment with, or otherwise agree to provide services, whether directly or indirectly through any other third party, to any Customer for which Employee has been assigned by FTS. Employee acknowledges that FTS shall have the right to strictly enforce this contract as well as recover damages jointly and severally from the Employee and any involved third party associated with any breach of this paragraph.
- VIII. Employee shall immediately report to FTS an accident or injury that Employee sustains while engaged in the Customer's business or on the Customer's property.
- IX. This agreement constitutes the entire agreement between FTS and Employee with respect to the subject matter hereof. Any and all prior agreements, representations, discussions, statements, negotiations and undertakings are superseded by this agreement.
- X. This agreement may not be amended, revised or otherwise modified unless in writing signed by both parties hereto. Notwithstanding the foregoing, this agreement may be assigned at any time by FTS.
- XI. This agreement should be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania with regard to the conflict of law provisions hereof.
- XII. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision hereof.
- XIII. Employee agrees to not disclose to any third party confidential information acquired concerning FTS or Customer(s) of FTS including, without limitation, information relating to research, development, trade secrets or business affairs, but shall not include information known prior to this agreement or readily ascertainable by a person or ordinary training in the assigned area of technical expertise. Customer shall have sole ownership of all improvement and materials, and ideas embodied therein, resulting from the services of Employee. In addition, Employee shall not disclose any confidential or proprietary information gained from any third party during the course of Employee's

assignment without written consent by the third party. FTS assumes no responsibility for the disclosure of Client's confidential proprietary information and Employee shall be personally and individually liable for any violation of this paragraph. Employee agrees to sign appropriate agreement with FTS and Customer(s) consistent with the intent of this paragraph.

XIV. Employee acknowledges and agrees that Employee may engage in work, on behalf of FTS or Customer(s) of FTS, that involves, implicates or relates to the rules and regulations enacted under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and that the Employee is familiar with Employee's responsibilities, obligations and duties thereunder, including but not limited to those concerning "Protected Health Information" ("PHI"). Employee acknowledges and agrees that Employee has received, understands and will abide by the "Future Technology Staffing, Inc's HIPAA Guidelines and Policies", has sufficient independent knowledge to evaluate and understand Employee.

EMPLOYEE:

(Printed) _____

(Signed) _____

FUTURE TECHNOLOGY STAFFING REPRESENTATIVE:

(Printed) _____

(Signed) _____