



EMPLOYMENT AGREEMENT

This employment agreement ("Agreement") is made and entered into this _____ day of _____, _____ By and between Teamworks Professional Services, Inc. ("Teamworks"), a Utah Corporation located at 4626 North 300 West Suite 100, Provo, Utah 84604 and:

Name:	Soc Sec #:
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WITNESSETH:

Whereas, Teamworks is engaged in the business of establishing co-employer relationships with Client Companies, Employee shall be coemployed by Teamworks and Client Company (Client) and shall work at the Client identified hereafter, and Whereas, Employee is being co-employed pursuant to this Agreement for the purpose of being co-employed with Client and under employment terms and conditions acceptable to Employee which acceptance is confirmed by execution of this Agreement and commencement of performance by Employee.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, Teamworks and Employee hereby agree as follows:

- 1. EMPLOYMENT.** Teamworks hereby employs employee with Client and employee hereby accepts employment by Teamworks and Client upon the terms and conditions set forth in this Agreement. Employee is hereby assigned to and agrees to work for:

Client Company:	
Job Title:	Original Hire Date:

- 2. DUTIES.** Employee shall perform such job assignments and requirements as may be provided by the Workplace Employee Supervisor including such duties as are customarily performed by a person holding position similar to that of Employee in other businesses or enterprises similar to that engaged in by the Client.
- 3. REASSIGNMENT.** Employee may request, but Teamworks is under no obligation to, reassign Employee to other Client Companies of Teamworks but Employee acknowledges that Teamworks in its sole discretion may reassign Employee from time to time. In such event, Employee agrees to perform the job requirements of the Workplace Employee Supervisor for such Client Company.
- 4. AT WILL EMPLOYMENT.** Teamworks and Employee understand and agree that employment of the Employee is "at will," meaning that either party may terminate the Employment Agreement at any time, with or without cause or notice, notwithstanding any agreement between Employee and Client. As between Employee and Client, the employment is also "at will" unless separately agreed in writing between Employee and Client.
- 5. COMPENSATION.** Teamworks shall pay to Employee an amount per hour, or per pay period, as determined from time to time, in cooperation with the Client. These amounts shall be paid by Teamworks at the regular pay periods of the Client, out of fees paid to Teamworks by the Client. No other amounts are required to be paid by Teamworks with respect to the services rendered by Employee pursuant to this agreement. In the event Client determines, in its sole discretion, to pay bonuses, make contributions, via matching or otherwise, to a profit sharing or other retirement plan, or otherwise, appropriate payments will be made by Teamworks in respect to such amounts received from Client Company that are deposited with respect to payment to or for the benefit of Employee.
- 6. BENEFITS.** Employee is entitled to the benefits as outlined in the Client's Employee Handbook or other similar written forms of policies, and as such may be amended from time to time. A 125c benefits plan is available to the Employee at the Employee's sole discretion, through Teamworks. In addition, Teamworks may, at its sole discretion, offer other voluntary benefits to its worksite employees.

7. **TEAMWORKS REPRESENTATIONS.** Teamworks represents: (a) that it will pay or cause to be paid when due all amounts to which Employee is entitled or which are to be paid to others, including government agencies and insurance companies as a result of the Employee's employment; (b) that it is an equal opportunity employer and does not discriminate on the basis of race, religion, color, national origin, age, sex, marital status, veteran status, or disability.

8. **EMPLOYEE REPRESENTATIONS.** Employee represents that the information provided on the accompanying Employee Information Form and all other related documents is true and accurate in all material respects and does not fail to provide such additional information as may be necessary to make the statements provided therein not misleading. Employee further represents and warrants that the execution, delivery and performance of this Agreement by Employee shall not breach or constitute a violation of any other agreement by which Employee is bound.

9. **OTHER AGREEMENTS.** In the event that Employee has executed an employment, non-disclosure, non-competition, assignment of intellectual property rights or other type of agreement with Client ("Other Agreement"), Employee agrees that, to the extent necessary to effectuate the Employee's status as a com-employee, Teamworks is deemed as an additional party to such Other Agreement only during such period of time as the co-employer relationship continues. However, the fact that for certain purposes Teamworks shall be deemed a temporary party to such Other Agreements shall not change any other terms and conditions of such agreements. Teamworks shall have no authority to change such terms and conditions, nor to be a signatory of any such agreements. Employee's execution of this agreement shall in no way affect Employee's right to legal and/or equitable relief pursuant to any other Agreements against Client, but employee waives any right it may have pursuant to such agreements as against Teamworks and agrees that no cause of action shall be brought by employee against Teamworks as a result of such Other Agreements.

10. **TERM.** There is no established term of this Agreement but either party without cause as described in paragraph 4 above may terminate such at any time. Both parties agree and acknowledge that such termination of this Agreement shall constitute a quit and termination by Employee to accept other employment. In the event Client Company terminates the employment of the Employee, such shall also constitute a termination of this Agreement. Termination of the Professional Employer Services Agreement between Teamworks and Client Company shall also constitute termination of this agreement.

11. **MISCELLANEOUS.** (A) No waiver or modification of this Agreement or of any term or condition herein contained shall be valid unless in writing and duly executed by the party against whom such provision is attempting to be enforced. All material changes in terms and conditions of employment or otherwise shall be memorialized by addenda to this Agreement as necessary. (B) This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. (C) If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdictions, the remaining provisions shall remain in tact and in full force and effect. (D) This Agreement contains the sole and entire Agreement between the parties and supersedes any and all other Agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

TEAMWORKS PROFESSIONAL SERVICES, INC.

EMPLOYEE

By _____
David A. McDougal, President

By _____
Employee Signature