

**EMPLOYMENT AT-WILL, CONFIDENTIALITY AND
NON-COMPETE AGREEMENT**

NETWORK STAFFING RESOURCES, INC. (hereinafter "NSR") and _____ (hereinafter "Employee") enter into this **EMPLOYMENT AT-WILL, CONFIDENTIALITY AND NON-COMPETE AGREEMENT** (hereinafter "Agreement") this ____ day of _____ 2010.

WITNESSETH:

WHEREAS, NSR and Employee have entered into an "at will" Employer-Employee arrangement. Employee may be issued certain company property to be used in the performance of employment. Employee may obtain knowledge of NSR client lists, employee lists, referral sources, marketing practices, trade secrets and various documents containing or referencing such information; and

WHEREAS, Employer and Employee understand the significant value of the trade secrets and other information described above and the Employee understands the importance of returning company property to NSR and the value of not disseminating trade secrets and other information to subsequent employers or members of the public; and

WHEREAS, Employee understands NSR is in the business of recruiting and providing staff on an as needed basis for various institutional and non-institutional healthcare providers and Employee recognized the economic necessity of regulating by contract and prohibiting some future employment of employee by clients of NSR. Employee understands employment is through NSR, he/she is not an employee or agent of any of NSR clients, Employee may only be scheduled through NSR for services to be performed for any of NSR clients, and any advance scheduling of Employee by NSR clients must be reported to NSR by Employee.

THEREFORE, in consideration of Employee's employment by NSR and other mutual promises and undertakings set forth herein, the receipt and sufficiency of which the parties acknowledge the parties agree as follows:

1. Employment.

- (a) NSR employment of the Employee is "at-will" which means either party may terminate this employment at any time for any reason, good or bad, provided said reason is not discriminatory as defined by federal or state law. NSR makes no representations or warranties as to the duration of employment.

(b) If the Employee is required to complete training for any assignment, receives compensation from NSR during such training and fails to complete such training for any reason within the Employee's control, in its sole discretion, NSR may recover from the Employee the gross wages and benefits paid by NSR to the Employee.

2. **Compensation.** Employee shall be paid at a rate as follows for per diem (as needed) shifts:

\$29.00 Mon-Fri Day and Evening Shifts

\$31.00 Mon-Thu Night Shifts

\$33.00 Sat-Sun Day and Evening Shifts

\$35.00 Fri-Sat-Sun Night Shifts

NSR reserves the right to negotiate compensation with each Employee depending on the facility scheduled. Payroll voucher is emailed to employee at the address set forth by the employee below. All stop payment requests are deducted at the time of request processed.

3. **Time Sheets.** Employee shall maintain and provide to NSR (on a weekly basis) an accurate log of hours performed in service to the client.

4. **Return of Records and Equipment.** Upon termination of Employee's employment with NSR, howsoever brought about, Employee will deliver promptly to NSR all billing records, therapy notes, medical records, time sheets and any other records maintained or supervised by the Employee during the course of Employee's employment along with any equipment issued to or purchased for Employee by NSR.

5. **Covenant Not to Compete:**

(a) In the event that any provision of this Section should ever be deemed to exceed the time, geographic or occupational limitations permitted by any applicable laws, then such provision shall be reformed to the maximum time, geographic or occupational limitations permitted by the applicable laws.

(b) During the course of employment by NSR and for a period of one (1) year after termination of employment with NSR, Employee will not: (i) directly or indirectly induce any client of NSR or its successors to patronize any similar business other than that of NSR or its successors; (ii) directly or indirectly request or advise any client of NSR or its successors to withdraw, curtail, or cancel such client's or patient's business with NSR or its successors, or (iii) directly or indirectly disclose to any other person, partnership or corporation the names, addresses, or any medical information related to any of the clients of NSR or its successors.

- (c) During the term of the Employee's employment by NSR, and within a one year period thereafter, Employee shall not directly or indirectly, whether individually or in a managerial capacity, on behalf of Employee or any third person, firm, staffing agency, corporation or other entity, engage in any of the following activities: (i) enter into the employ or operation of a hospital, nursing facility, staffing agency, therapy provider, state owned health care facility or other related business as an owner, manager, Employee, consultant or any other type of employment by any entity or individual engaged in the provision of therapy or staffing services and located or doing business within one hundred miles of the principal place of any business served by NSR; or (ii) hire any Employee of NSR, or induce or endeavor to induce any Employee of NSR to discontinue employment with NSR for the purpose of working or assisting in any business or activity related to the operation of or employment by a hospital, nursing facility, staffing agency, home care company, or other related business enterprise located or doing business within one hundred miles of the principal place of any business served by NSR.
- (d) In the event of violation by Employee of any of the covenants contained in this Section, the term of such covenant shall be automatically extended for an additional one (1) year from the day on which the Employee permanently ceases such violation, or for a period of two (2) years from the date of entry by a court of competent jurisdiction of a final judgment or order enforcing such covenant, whichever period is longer. The existence of any claim or cause of action by Employee against NSR shall not constitute a defense to the enforcement by NSR of any covenants set forth in this agreement.
- (e) Nothing in this Agreement prohibits the Employee from accepting employment in any other setting in which the Employee and the subsequent employer are not engaged as a referral source or health care provider, or as a provider of medical personnel, and the Employee's knowledge of NSR business practices is not being utilized in any way to benefit the new employer.

6. **Rights Upon Default.** In the event of a breach or a threatened breach by the Employee of any obligation or covenant of this Agreement, NSR shall be entitled to injunctive relief against Employee in addition to any and all other rights and remedies at law or in equity which NSR may have. If NSR proceeds against the Employee in a court of competent jurisdiction to enforce this covenant and succeeds in obtaining any of its requested relief, NSR shall be entitled to recover in addition to any other damages, all costs and attorney fees incurred in such action.

7. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Indiana.

8. **Term.** Subject to Section 5(b), this Agreement terminates one year from the day on which Employee is first employed by NSR unless otherwise extended in accordance with the terms of Section 5(d) or by subsequent agreement of the parties.

9. This Agreement may be terminated at any time by either party subject to Sections 5 and 8. Employee agrees to provide thirty (30) days notice to NSR of Employee's unavailability to provide services hereunder.

NETWORK STAFFING RESOURCES, INC.

EMPLOYEE

By: Raymona K. Davis
 Raymona K. Davis, President

PO Box 565
 Beech Grove, IN 46107-0565

 Signature

 Social Security Number

 Address/Email Address