



EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement"), is entered into as of this ____ day of _____, 2012 by and between _____ ("Employee") and Andiamo! Staffing Group, LLC dba "Andiamo! Group" ("Employer").

RECITALS

- A. Employer is engaged in the business of placing employees and contractors with third party businesses ("Client" or the "Clients") to provide technical services for the Clients.
- B. Employer desires to employ Employee to provide services to the Clients as set forth in more detail on Exhibit "A" (the "Services"), which may be amended from time to time by Employer to reflect the assignments of Employee. However, the Services will be limited to one or more of the following:
 - i. The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software, or system functional specifications;
 - ii. The design, development, documentation, analysis, creation, testing, or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications; or
 - iii. The documentation, testing, creation, or modification of computer programs related to the design of software or hardware for computer operating systems.
- C. By executing this Agreement, Employee is acknowledging and representing that Employee is highly skilled and is proficient in the theoretical and practical application of highly specialized information to computer systems analysis, programming, software engineering or software design and is qualified to perform the Services as described in Recital B, above, and Exhibit "A."

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

- 1 Employment. As of _____ (the "Effective Date"), Employer employs Employee, and Employee accepts employment on the terms and conditions set forth below.
- 2 Services.
 - 2.1 Full-Time. Employee shall devote his or her full time and attention and utilize his or her best efforts in providing the Services on behalf of Employer.
 - 2.2 Rules and Policies. Employee shall observe and comply with the rules and policies of Employer and the Clients with respect to the performance of his or her duties.
- 3 Compensation.
 - 3.1 Wages. Employee shall be paid an hourly wage for Services provided as set forth on Exhibit "A" attached hereto. Employee is considered a "non-exempt" employee and is therefore entitled to receive overtime, as required by law.

Employee Initials _____

\\SERVER1\Company\FORMS\Mail Merge\Fee Agreements\Contract_Employee_Employment_Agreement (NonExempt).doc

3.2 Timekeeping. Under no circumstances will employee be paid for time not actually providing services to Employers Clients. Employee shall utilize Employers online electronic timekeeping system to maintain a time card which accurately reflects the time spent by Employee providing the Services to assigned Clients on behalf of Employer (the "Time Card"). Time Cards shall be completed and submitted to the designated Client manager for confirmation of the accuracy of the time reported. Time Cards shall be submitted for approval weekly by 10:00 AM on Mondays.

3.3 Payment of Wages. Employee will be paid weekly on the Thursday following the close of the pay period for which the wages paid relate.

3.4 Withholdings. All compensation paid to Employee hereunder shall be subject to customary withholding tax and other employment taxes as are required, from time to time, with respect to compensation paid by a corporation to an employee.

4 Benefits. Employee acknowledges that his or her sole compensation is an hourly wage and that, with the exception of Chapter 12W and Chapter 14 of the City and County of San Francisco Administrative Code, Employer does not provide benefits such as vacation time, sick time, medical insurance or dental insurance. Employer does provide workers compensation insurance benefits as required by law.

5 At Will Employment. Employee's employment is at-will. As such either Employee or Employer can terminate the employment relationship at any time, with or without cause and with or without notice. However, it is intended that the obligations and requirements of Sections 6 and 8 will survive the termination of this Agreement and/or the employment relationship.

6 Trade Secrets and Confidential Information

6.1 Proprietary Information.

6.1.1 Confidential Restrictions. Employee understands that, in the course of providing services under this Agreement, Employee may have access to Proprietary Information (as defined below) concerning Employer and/or the Clients. Employee acknowledges that Employer and/or the Clients have developed, compiled, and otherwise obtained, often at great expense, this information, which has great value to Employer's and/or the Clients' business. Employee agrees to hold in strict confidence and in trust for the sole benefit of Employer and/or the Clients all Proprietary Information and will not disclose any Proprietary Information, directly or indirectly, to anyone other than the employees of Employer and/or the Clients that are authorized to receive such information, or use, copy, publish, summarize, or remove from Employer's and/or the Clients' premises such information (or remove from the Employer's and/or the Client's premises any other property of Employer and/or the Clients except: (i) during the term of this Agreement to the extent necessary to carry out Employee's obligations under this Agreement, or (ii) after the termination of this Agreement, as specifically authorized in writing by a duly authorized officer of Employer and/or the Clients. Employee further agrees that Employee shall take any and all actions necessary or appropriate to protect the confidentiality of all Proprietary Information in Employee's possession or under Employee's control, and to prevent the unauthorized use or disclosure of any such Proprietary Information. Employee understands that the publication of any Proprietary Information through literature or speeches must be approved in

Employee Initials _____

advance in writing by a duly authorized officer of Employer and/or the Clients.

6.1.2 Proprietary Information Defined. Employee acknowledges and agrees that the term "Proprietary Information" in this Agreement means all information and any idea in whatever form, tangible or intangible, whether disclosed to, acquired or learned by Employee, pertaining in any manner whatsoever to the business of Employer and/or the Clients or to Employer and/or the Clients' customers, affiliates, consultants, or business associates, unless: (i) the information is or becomes publicly known through lawful means; (ii) the information was rightfully in Employee's possession or part of Employee's general knowledge prior to the effective date of this Agreement; or (iii) the information was or is disclosed to Employee without confidential or proprietary restrictions by a third party who rightfully possesses the information (without confidential or proprietary restrictions) and did not learn of it, directly or indirectly, from Employer and/or the Clients. Employee further acknowledges and agrees that, for purposes of this Agreement, the term Proprietary Information shall include, without limitation, the following information: (A) procedures, schematics, patterns, compilations, programs, devices, methodologies, techniques, employee suggestions, development tools and processes, computer printouts, computer programs, designs, design drawings and manuals, electronic codes, formulas and improvements; (B) information about costs, profits, markets, sales, rates, fees, bids and customers, including, without limitation, customers' businesses and preferences; (C) plans for business, marketing, future development and new product concepts; (D) customer, distributor and representative lists; (E) all documents, books, records, papers, drawings, models, sketches, financial information and statements, and other data of any kind and description, including, without limitation, electronic data recorded or retrieved by any means, that have been or will be learned by Employee or provided to Employee by Employer and/or the Clients (or any affiliate of Employer and/or the Clients), as well as written or verbal instructions or comments; (F) any information or material not described in (A)-(E) above which relate to Employer's and/or the Clients' inventions, technological developments, "know how", contracts, purchasing, accounts, merchandising, or licensing; (G) employee personnel files and information about employee compensation and benefits; (H) any information of the type described in (A)-(G) above which Employer and/or the Clients have a legal obligation to treat as confidential, or which Employer and/or the Clients treat as proprietary or designates as confidential, whether or not owned or developed by Employer and/or the Clients; (I) any and all other matters constituting trade secrets as defined in California Civil Code Section 3426.1; and (J) any derivation or subset of any information of the type described in (A)-(I) above. Further, Employee agrees that Employee's obligations set forth in this Section 10 shall apply equally to Proprietary Information relating to any time period during which Employee performed services for Employer and/or the Clients prior to the execution of this Agreement.

6.1.3 Information Use. Employee agrees that Employee will maintain at his/her/its work area or in other places under his/her/its control only such Proprietary Information that Employee has a current "need to know," and that Employee will return to the appropriate person or location or otherwise properly dispose of Proprietary Information once Employee's need to know no longer exists. Employee agrees that Employee will not make copies of information unless Employee has a legitimate need for such copies in connection with the performance of Employee's services hereunder.

Employee Initials _____

- 6.1.4 Third Party Information. Employee recognizes that Agency and/or the Clients have received and in the future will receive from third parties their confidential or proprietary information subject to a duty on Agency's and/or the Clients' part to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee agrees that Employee owes Agency and/or the Clients and such third parties, during the term of this Agreement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm, or corporation (except as necessary in carrying out Employee's obligations under this Agreement, and then, as is consistent with Agency's and/or the Clients' agreement with such third party) or to use it for the benefit of anyone other than for Agency and/or the Clients or such third party (consistent with Agency's and/or the Clients' agreement with such third party) without the express written authorization of a duly authorized officer of Agency and/or the Clients. Employee will immediately give notice to Agency and Client of any unauthorized use or disclosure of the confidential or proprietary information. Employee agrees to assist Agency and Client in remedying any such unauthorized use or disclosure of the confidential or proprietary information.
- 6.2 Former or Conflicting Agreements. During the term of this Agreement, Employee shall not disclose to Employer and/or the Clients, or use, or induce Employer and/or the Clients to use, any proprietary information or trade secrets of others. Employee represents and warrants that Employee has returned all property and confidential information belonging to all prior Employers, individuals and entities who have provided such property and confidential information to Employee, if any, as required by such prior Employers, individuals and entities. Employee further represents and warrants that Employee's performance of the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Employee in confidence or in trust prior to or during the term of this Agreement. Employee has not entered into, and Employee agrees s/he will not enter into, any oral or written agreement in conflict with this Agreement.
- 6.3 Ownership of Property and Proprietary Information; Termination. Employee hereby acknowledges and agrees that all property and Proprietary Information furnished or disclosed to, or acquired or learned by Employee in the course of or incident to the services performed by Employee hereunder is the sole property of Employer and/or the Clients and will be promptly returned to Employer and/or the Clients upon termination of this Agreement. Following the termination of this Agreement, Employee will not retain any written or other tangible material containing any Proprietary Information. Employee understands that his or her obligations contained in this Section 6 will survive the termination of this Agreement.
- 6.4 New Developments. Employee agrees that all designs, plans, reports, specifications, drawings, studies, flow charts, diagrams, devices, programs, inventions, original works of authorship, processes and any and all other information or items produced or developed by Employee while performing services under this Agreement or pertaining in any manner whatsoever to the business of Agency and/or the Clients, including, without limitation, any and all copyrights, patents and trademarks obtained by Employee which relate to services performed by Employee under this Agreement (each individually a "New Development" and collectively the "New Developments"), shall be deemed "work for hire" for the sole benefit of and belong exclusively to Client and/or its affiliates (regardless of whether Client or any of its affiliates uses the New Development) and shall be assigned to Client as the sole and exclusive property of Client. Such assignment shall be deemed to be effective, without any further action by either Employee or Agency, immediately upon the production or

Employee Initials _____

development of any such New Development. Immediately following such assignment, each New Development shall be included in the definition of Proprietary Information for purposes of this Section 6. Upon Agency's request, Employee shall take any and all acts and execute all documents necessary, in the sole discretion of counsel for Client, to document the assignment of any New Developments, or to assist Client in obtaining any patents, copyrights and/or trademarks related to the New Developments. Such assistance shall include, but not be limited to, providing data, plans, specifications, descriptions, documentation and other information, as well as assisting Client in completing any required applications for registration.

Notwithstanding the foregoing, Employee shall retain sole and exclusive ownership rights in and to, any confidential information of Employee and/or pre-existing proprietary software, items, or elements of Employee. In the event and to the extent that any New Development contains any confidential information of Employee and/or pre-existing proprietary software, items, elements, tools, and/or scripting of Employee, Employee shall specifically identify such information, software, items, elements, tools, and/or scripting in the applicable Services and Employee shall be deemed to have granted to Client (including its affiliates and third party contractors) a nonexclusive, perpetual, royalty-free, irrevocable, worldwide, and enterprise-wide license to use, reproduce, alter, adapt, modify, display, perform, distribute, and make derivative works of such information, software, items, elements, tools, and/or scripting.

- 6.5 Unfair Competition. Employee acknowledges and agrees that the sale or unauthorized use or disclosure of any of the Proprietary Information disclosed to, acquired, learned or developed by Employee during the term of this Agreement constitutes unfair competition. Employee agrees not to engage in any unfair competition with Employer and/or the Clients either during the term of this Agreement or at any time thereafter.
- 6.6 Nonsolicitation. For a period of five (5) years after the termination of this Agreement, Employee will not, directly or indirectly, either for Employee's own benefit or for the benefit of any other person, firm or corporation, use proprietary information obtained during the term of this Agreement to divert, take away, call on, or solicit or attempt to divert, take away, call on, or solicit any of Employer and/or the Clients' customers or employees.
- 6.7 Specific Performance. Employee recognizes and agrees that Employee's breach of this Section 6 would cause irreparable harm to Employer and/or Client, and in the event of any actual or threatened breach, in addition to any and all other remedies provided by applicable law, Employer and/or Client shall be entitled to seek specific performance hereof, injunctive relief, or both, including, without limitation, immediate issuance of a temporary restraining order or preliminary injunction enforcing this Section 6; a permanent injunction; and other appropriate relief. Employer and/or Client shall be entitled to the foregoing relief without the posting of any bond and without proof of actual damages. Employee agrees that Employee will not oppose any such relief.
- 6.8 Remedies. Employee recognizes that nothing in this Agreement is intended to limit any remedy of Employee and/or Client under the California Uniform Trade Secrets Act or other federal or state law and that Employee could face possible criminal and civil actions, resulting in imprisonment and substantial monetary liability, if Employee misappropriates Employer's and/or the Clients' trade secrets. In addition, Employee recognizes that violation of this Agreement could cause Employer and/or Client irreparable harm, the amount of which may be extremely difficult to estimate, thus, making any remedy at law or in damages inadequate. Therefore, Employee agrees that Employer and/or Client shall

Employee Initials _____

have the right to apply to any court of competent jurisdiction for any provisional remedy or relief as provided in Section 8. This right shall be in addition to any other remedy available to Employer and/or Client in law or equity.

7 Client Relationship. Employer has the exclusive responsibility and authority to negotiate with the Clients. In the event of any dispute or conflict with any Client personnel, Employee shall immediately report the same to Employer so that Employer can assist in its resolution.

8 Binding Alternative Dispute Resolution. Employer, Employee and all of Employer's other employees (management, supervisory, salaried and hourly employees alike) will resolve disputes, including employment disputes and disputes pertaining to this Agreement, through the Employer's Alternative Dispute Resolution Policy, a copy of which is attached hereto as Exhibit "B." Employee agrees to execute and abide by Employer's Alternative Dispute Resolution Policy and any subsequent amendments thereto. The terms and conditions of said Alternative Dispute Resolution Policy, and any subsequent amendments thereto, are incorporated into this Agreement by way of this reference. In the event a dispute arises between Employer and Employee, Employer and Employee will make all efforts to resolve these disputes through informal means. If these informal attempts at resolution fail, Employer and Employee will submit the dispute to final and binding arbitration. By accepting or continuing in employment with Employer, Employee agrees that arbitration is the exclusive remedy for all such disputes; no other action may be brought in court or any other forum (except actions to compel arbitration or to seek immediate relief through injunctive remedies where arbitration does not provide immediate protection of the rights of either party to this agreement). **SAID AGREEMENT CONSTITUTES A WAIVER OF ALL RIGHTS TO A CIVIL COURT ACTION FOR ALL DISPUTES INCLUDING THOSE RELATING TO THIS AGREEMENT, THE TERMINATION OF EMPLOYMENT OR ANY ALLEGED ILLEGAL DISCRIMINATION OR UNLAWFUL HARASSMENT; ONLY AN ARBITRATOR, NOT A JUDGE OR JURY, WILL DECIDE THE DISPUTE. EMPLOYEE MUST COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH IN THE EMPLOYER'S ALTERNATIVE DISPUTE RESOLUTION POLICY, AS AMENDED FROM TIME TO TIME, INSOFAR AS THEY DO NOT CONFLICT WITH THE TERMS OF THIS AGREEMENT.**

EMPLOYER AND EMPLOYEE ACKNOWLEDGE THAT, BY EXECUTION OF THIS AGREEMENT, THEY ARE WAIVING THEIR RIGHTS TO PROCEED WITH A JURY TRIAL AND WAIVE THEIR RIGHT TO A COURT ACTION. AS EXPRESSLY PROVIDED IN EMPLOYER'S ALTERNATIVE DISPUTE RESOLUTION POLICY.



Employer's
Initials

Employee's
Initials

9 Employment Policies Employee is required as a condition of employment to execute all documents relating to Employer's employment policies as Employer may request from time to time, including, but not limited to, an employment application, employee handbooks (as issued and as they are amended from time to time), alternative dispute resolution policies, authorizations for background investigations, and acknowledgment and agreement forms relating to any of the preceding ("Employment Policy Documents"). Refusal to execute Employment Policy Documents when requested to do so is a breach of this Agreement and grounds for termination of employment. Employee agrees that Employee is bound by all terms of Employer's Employment Policy Documents to the extent they do not conflict with the terms of this Agreement. In the case of a conflict between Employer's Employment Policy Documents and this Agreement, the terms of this Agreement will control, except that the integration clause in Section 12 of this Agreement does not limit the enforceability of Employment Policy Documents executed by Employee. Partial Invalidity Any covenant, agreement, condition or other provision of this Agreement, or any portion thereof, which shall prove to be invalid, void or illegal shall not affect the remaining portions of this Agreement, or any part thereof, and to the extent it does not materially alter the obligations or benefits of either party under this Agreement, this Agreement shall be construed as if any such

Employee Initials _____

covenant, agreement, condition or provision had not been inserted.

- 11 Waiver Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant or condition. No waiver by a party of any provision of this Agreement shall be deemed a waiver of any other provision, or any subsequent breach of the same or any other provision, including the time for performance of any such provision, nor shall any waiver constitute a continuing waiver; and no waiver shall be binding unless contained in a writing specifically referred to in this Agreement and executed by the party making the waiver. The exercise by a party of any remedy provided for in this Agreement or at law or in equity shall not prevent the exercise by that party of any other remedy provided for in this Agreement or at law or in equity.
- 12 Entire Agreement This Agreement and any collateral documents referred to in it embody the entire agreement and understanding between the parties relating to the subject matter hereof and may not be amended, waived or discharged except by a document in writing executed by the party against which the enforcement of such amendment, waiver or discharge is sought. This Agreement supersedes all prior and contemporaneous oral or written negotiations, agreements and memoranda and none shall be available to interpret or construe this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied herein. No supplement, modification, amendment or discharge of this Agreement shall be binding on Employer unless contained in a writing specifically referring to this Agreement and executed by the Managing Partner of Employer.
- 13 Representations By Employee Employee represents and warrants that Employee is free to enter into this Agreement and to perform each of the terms and covenants herein. Employee represents and warrants that Employee is not restricted or prohibited, contractually or otherwise, from entering into and performing this Agreement, and that Employee's execution and performance of this Agreement is not a violation or breach of any other agreement between Employee and any other person or entity.

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

Accepted and Agreed:

Jessica Gambirasi, Manager
Andiamo Staffing Group, LLC
dba Andiamo! Group

Employee Signature

Printed Name

Date

Date

Employee Initials _____

EXHIBIT "A"

SERVICES

This document is to serve as written consent for Andiamo Staffing Group, LLC dba Andiamo! Group ("Agency") to represent my services to the Client and Position listed below. It is further understood that Agency will represent my services to the clientele and requisition/s listed below, and hereby deem this exclusive representation to be made by Agency and no other companies, entities or third parties.

I warrant that I am free from any legal or contractual restraints prohibiting working or the exercise of skills, including employment agreements or non-compete agreements with other or former employers.

Client Name of Assignment:

Position Title:

Position Responsibilities:

Required Technologies:

Hourly Wage: \$ per hour



Jessica Gambirasi, Manager
Andiamo Staffing Group, LLC
dba Andiamo! Group

Employee Signature

Printed Name

Date

Date

Employee Initials _____

Exhibit "B"

ALTERNATIVE DISPUTE RESOLUTION POLICY

1. _____ ("Employee") and Andiamo! Staffing Group, LLC, dba Andiamo! Group ("Employer") hereby agree that any and all claims or controversies between Employee and Employer arising from or relating to any aspect of Employee's employment with Employer, or termination thereof, whether such claim or controversy is grounded in common or statutory law, shall be resolved exclusively through binding Arbitration in San Francisco County, California, in accordance with the Resolution of Employment Dispute Rules of the American Arbitration Association as then in effect (the "Rules"), and the Federal Arbitration Act, 9 U.S.C. §1. Employee shall not be required to pay any costs that are required by law to be paid by Employer. The arbitrator may grant injunctions or other relief in such dispute or controversy. The arbitrator shall issue a decision that shall be in writing and shall contain the essential findings and conclusions. Such decision shall be final, conclusive and binding on the parties to the arbitration. This Arbitration Agreement includes, without limitation, any and all claims that Employee might bring against Employer for breach of contract (express or implied), tort, employment discrimination (including unlawful harassment), and any claim for violation of Title VII of the Civil Rights Act of 1974, the American with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, or any other local, state or federal law.

2. To initiate the arbitration process, the initiating party must submit a written request for arbitration to the other party within the statute of limitations applicable to each claim submitted. The parties shall have all rights, remedies and defenses available to them in a civil action for the issues in controversy, and the arbitrator shall have the authority to award all remedies, legal and equitable, available in a civil action for the claims presented by the parties. The arbitrator's award shall be accompanied by a written decision revealing the essential findings and conclusions on which the award is based. Employer shall unconditionally bear all reasonable fees and any other costs occasioned by the arbitration, without regard to which party to the controversy prevails; provided, however, that the arbitrator may award attorneys' fees and costs to a party when empowered by law to do so. Nothing in this Arbitration Agreement is intended to limit either the Employee's or Employer's right to seek any equitable relief, including an injunction or restraining order, as provided by California and/or federal law. The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach or waiver of this agreement and without abridgment of the powers of the arbitrator.

3. Nothing contained in this Agreement shall be deemed to alter or modify Employer's policy of at-will employment. Employment at Employer is at-will and can terminated by either Employee or Employer at any time, with or without notice or cause.

4. If this Arbitration Agreement, or any portion of it, is deemed unlawful or unenforceable, the court or arbitrator shall have the authority to modify it to the minimum extent necessary to render it enforceable. If, for any reason, a controversy otherwise subject to this agreement cannot be arbitrated as provided herein, the parties agree that any civil action arising out of the controversy shall be brought in the United States District Court for the Northern District of California, or only if there is no basis for federal jurisdiction, in the Superior Court of the State of California in and for the County of San Francisco. The parties further agree that any such civil action shall be tried to the court, sitting without a jury.

5. This Arbitration Agreement contains a full and complete statement of any and all agreements and understandings regarding resolution of disputes between Employee and Employer, and the parties agree that this Arbitration Agreement supersedes all previous agreements, with the exception of the Employment Agreement, whether written or oral, express or implied, relating to the subjects covered in this Arbitration Agreement. This Arbitration Agreement shall survive the termination of Employee's employment with Employer. This Arbitration Agreement cannot be modified except in a written document signed by both Employee and Employer Managing Partner or authorized designee thereof.

Employee Initials _____

\\SERVER1\company\forms\mail merge\Fee_Agreement\Contract_Employee_Employment_Agreement (Nonexempt).doc

6. Employee understands that his or her employment with Employer is conditioned upon agreement to the terms of this Agreement.

THE PARTIES UNDERSTAND AND AGREE THAT, BY SIGNING THIS ARBITRATION AGREEMENT, THEY ARE ELECTING TO RESOLVE CERTAIN DISPUTES, CLAIMS AND/OR CONTROVERSIES IN AN ARBITRAL FORUM RATHER THAN A JUDICIAL FORUM, AND ARE EXPRESSLY WAIVING THEIR RIGHT TO TRIAL BY JURY.

ACCEPTED AND AGREED:



Jessica Gambirasi, Manager
Andiamo Staffing Group, LLC
dba Andiamo! Group

Employee Signature

Printed Name

Date

Date

Employee Initials _____