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EMPLOYMENT AGREEMENT FOR W-2 CONSULTANT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into as of the effective date set forth on Exhibit "A" ("Effective Date") by and between CareerLink Companies. ("Employer") and the Undersigned ("Employee"). Employer and Employee are hereafter sometimes individually referred to as a "Party," and collectively, as the "Parties."

In consideration of employment, or if Employee is presently employed by Employer, then continued employment, the receipt and sufficiency of which consideration is hereby acknowledged, the Employer and Employee agree as follows:

1. **EMPLOYMENT.** Employer hereby employs or continues to employ the Employee, and Employee accepts or continues employment, on the following terms and conditions. Employee acknowledges and agrees that Employee holds a special position of trust and confidence, and as such, owes to Employer fiduciary duties, including but not limited to the duty to act honestly and the duty to act in Employer's best interest.

2. **COMPENSATION.**

a. **Compensation.** As compensation for all services rendered under this Agreement, Employer shall pay to Employee the following:

(i) **Salary.** Except as provided in this subparagraph, as compensation for all services rendered under this Agreement, including but not limited to compensation for services rendered, holiday pay, and all other forms of compensation required and/or allowed by law to be paid by Employer to Employee, Employer shall pay Employee, in accordance with Employer's pay practice, as such exists from time to time, the salary set forth on Exhibit "A." All payments of salary are subject to deduction of payroll taxes, and any and all other similar assessments required by law.

(ii) **Insurance.** Employee shall be entitled to participate in any major medical health insurance, term insurance and/or disability insurance plan, in accordance with the terms of such plan, if any, adopted by Employer from time to time and made available to its other Employees. Employer may, at its sole option, from time to time, pay part, all or none of the cost of such insurance for Employee. Employee shall pay all costs not paid by Employer and all costs of his or her dependents.

Compensation may be modified or changed from time to time by Employer, without approval of Employee, and shall automatically become a part of this Agreement effective upon notice to Employee. Compensation shall automatically terminate upon Employee's termination of employment, for any reason, with Employer.

3. **EMPLOYEE'S DUTIES.** Employee understands and acknowledges that Employer has entered into a contract (the "Client Contract") or is about to enter into a Client Contract with another company (the "Third Party") for whom Employee will be providing temporary services pursuant to the Client Contract. The Employee shall faithfully and diligently:

a. Provide temporary services for the Third Party as agreed between Employer and Employee and as requested by the Third Party.

b. Keep and maintain time records of all time spent working at the Third Party. Employee shall have Third Party sign the time records pursuant to Employer's policies and procedures and timely transmit such time records to Employer in accordance with Employer's policies and procedures. Employee shall follow all procedures required by Third Party in order to have Third Party pay Employer. If Third Party, for any reason, fails or refuses to pay Employer for any services rendered by Employee ("Non-paid Services"), then Employee shall not receive Compensation for the Non-paid Services. If Employer has previously paid Employee for the Non-paid Services, then Employee shall immediately reimburse Employer for payment of the Non-paid Services or Employer can offset such monies from monies owed Employee.

c. Employee shall take all actions necessary to retain independent status from Third Party. At all times during the Term of this Agreement, Employee shall be an Employee of Employer and shall not become an Employee of Third Party. In this regard, Employee represents and warrants to Employer and Third Party that Employee shall not participate in any of Third Party's Employee benefit plans, programs, policies or procedures now in effect or which may during the course of Employee's employment be in effect, including without limitation, any pension, retirement, 401(k) plan, profit sharing, stock option, bonus, incentive compensation plan, life or health insurance plan, vacation or holiday pay plan or any separation plan.

d. During the performance of this Agreement, it may be necessary for Third Party to provide to Employee confidential and/or proprietary information of Third Party. Any such confidential and/or proprietary information of Third Party made available and/or known to Employee shall be held in strict confidence by Employee and will not be disclosed by Employee to any one or used by Employee for his or her own purposes, except to the extent that such disclosure or use is necessary in the performance of Duties under this Agreement. Under no circumstances shall Employee solicit permanent employment from the Third Party or interfere, or attempt to interfere, with Third Party's employment of others.

e. The Employee shall follow all policies and procedures established from time to time by the Employer. All policies established by the Employer can modified or changed from time to time by Employer, without approval of Employee, and shall automatically become a part of this Agreement effective upon notice to Employee.

f. **Notwithstanding anything in this agreement to the contrary, Employee shall have no authority to bind Employer to any commitment, agreement or contract. Any authority granted must be in writing, be specific, and be signed by an officer of Employer.**

g. **The Employee must report back to the Employer within 48 hours of the end of each assignment for future assignment instruction. Failure to call the Employer after completing temporary work will be considered failure to report for further assignment.**

4. **TERM.** This Agreement shall commence as of the Effective Date and shall terminate after notice by one Party to the other of such termination.

5. TRADE SECRETS.

a. The Employee acknowledges and agrees that during the Term, Employee he will have access to and become familiar with certain trade secrets and confidential information that pertain to the business of the Employer which shall enable the Employee to become familiar with: (a) the internal business methods of Employer; (b) the names and business addresses of the Employer's customers and candidates/applicants; (c) the person or persons that need to be contacted and dealt with in order to effect a sale of services to or for that particular customer; (d) the name, address, and telephone number of perspective customers and/or candidates/applicants; (e) the Employer's procedures, pricing information, and methodology; (f) the customer's likes and dislikes and/or the applicant/candidate's likes and dislikes; (g) the Employer's manuals and marketing information; (h) the Employer's information gathering techniques; and (i) the Employer's business records, compensation programs, and other matters relating to the business of the Employer

(hereinafter collectively referred to as "Trade Secrets"), all of which the Employee hereby covenants and agrees are exclusively owned by the Employer and are regularly used in the operation of the Employer's business. The Employee covenants and agrees with the Employer that Employee shall not disclose any of the Trade Secrets and/or confidential information directly or indirectly, nor use them in any way except as may be required in the course of Employee's employment with the Employer pursuant to the terms and conditions of this Agreement.

b. All files, records, documents, resumes, customer lists, compilations of information, data base information, and similar items relating to the business of the Employer, whether prepared by the Employee during the course of his employment hereunder or otherwise coming into his possession, shall remain the exclusive property of the Employer and shall not be copied, reproduced, or removed from the offices of the Employer without the prior written consent of the Employer.

c. Employer's Trade Secrets and confidential information are the sole property of the Employer, whether provided by Employer to Employee or prepared, developed or contributed to, wholly or in part, by Employee during employment. Employee shall hold all Trade Secrets and Employer's confidential information in strict confidence and shall not disclose or use same, other than in the business of the Employer. Employee shall not discuss customers, candidates, applicants, commissions, and other Trade Secrets with others not Employees of Employer. In the event of termination of Employee's employment, Employee shall immediately deliver to Employer all of the Employer's property, including but not limited to Trade Secrets, confidential information, manuals and reproductions in Employee's possession or control, and all of Employee's notes concerning or relating to Employer's business, with the full understanding that compensation and benefits may be withheld if Employee fails to comply, without restricting Employer from other legal and equitable remedies.

d. Employee agrees to reimburse Employer for reasonable attorneys' fees and costs of litigation in the event Employer institutes litigation against Employee because of Employee's failure to return Employer's Trade Secrets and/or confidential information or Employee misuses, discloses or misappropriates Employer's Trade Secrets and/or confidential information in violation of this Agreement.

6. **Termination for Cause.** Employer may terminate the employment of Employee and this Agreement without notice for "cause" or for a material breach of this Agreement.

7. **Termination Other than For "Cause".** The Employer may terminate this Agreement giving the Employee 10 days advance written notice upon the happening of any of the following events:

a. A bona fide decision by the Board of Directors of the Employer to cease Employer's business operations.

b. A voluntary or involuntary dissolution of the Employer.

c. At any time after Employer receives a bona fide offer to purchase a majority of its assets.

d. At any time for any reason or for no reason.

7. **Termination by Employee.** The Employee may terminate Employee's employment pursuant to the terms and conditions of this Agreement by giving ten (10) days advance written notice of such termination to Employer. Such termination shall not prejudice any remedy which Employer or Employee may have, either at law or in equity, under this Agreement in connection with the events leading to the termination by the Employee under this paragraph.

8. **MISCELLANEOUS PROVISIONS.**

a. This Agreement is intended to be performed, in part, within the State of Texas, and is being executed by Employer in Dallas, Dallas County, Texas. To the maximum extent permitted by law,

exclusive venue shall be in Dallas County, Texas. Any questions concerning the validity, construction or performance of this Agreement shall be governed by Texas law.

b This Agreement may be amended only by a written instrument signed by each Party hereto.

c Each Party acknowledges that he has carefully read this instrument and fully understands it. Each Party further acknowledges that this Agreement is fair, just and equitable; that this Agreement is being entered into freely and voluntarily, and that each Party has had the opportunity to seek the advice of counsel concerning the terms and conditions of this Agreement before executing same.

d This Agreement is non-transferable by Employee but is transferable by Employer.

e If any provision of this Agreement shall be adjudicated to be invalid or unenforceable in any action or proceeding in which Employer and Employee are Parties, then such part shall be deemed to be rewritten to the maximum extent permitted by law so that any invalid or unenforceable provision shall be valid and enforceable.

f The failure of Employer to take immediate action hereunder in connection with an event of default shall not constitute a waiver of the default. The failure of Employer to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of the default or any other violation or breach of any of the terms, provisions, and covenants contained in this Agreement.

g Nothing contained in this Agreement, or any other agreement by or among the Parties, shall create any partnership or joint venture by or among the Parties. Any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed.

h Whenever the context requires herein, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural.

i All titles and/or subtitles in this Agreement are for the convenience of the Parties only, and are not substantive in nature.

j Employee hereby certifies that Employee (i) has received a copy of the Employment Agreement for review and study before he was asked to execute it; (ii) has read the Agreement carefully; (iii) has had sufficient opportunity before the Agreement was executed to ask questions about not only the Employer, but also the provisions of the Agreement, and received satisfactory answers; and (iv) understands what Employee's rights are under the Agreement as well as Employee's obligations, especially the post-employment obligations and covenants.

k All notices or other communications required under this Agreement may be effected either by personal delivery in writing or sent by Certified Mail, Return Receipt Requested. Notice or the equivalent shall be deemed to have been given when delivered or mailed to the Parties at their respective addresses, or when mailed to the last address provided in writing to the other Party by the Addressee.

l This Agreement supersedes all other agreements, either oral or in writing, between the Parties to this Agreement and with respect to the employment of the Employee by the Employer. This Agreement contains the entire understanding of the Parties and all of the covenants and agreements between the Parties with respect to such employment.

m Employee represents and warrants to Employer that Employee is not now under, and will not become subject to, any legal or contractual obligation that would conflict in any manner with this Agreement. More particularly, Employee represents and warrants to Employer that Employee is not a party to any other restrictive agreement limiting his activities in the field of employment by Employer, and Employee will

hold Employer harmless from all claims, demands, damages, including but not limited to attorney fees and costs, arising out of any alleged or actual breach of any such restrictive agreement.

n. Notwithstanding anything in this Agreement to the contrary, to the maximum extent permitted by law, and for good and valuable consideration, including but not limited to employment, or continued employment, of Employee, the receipt and sufficiency of which consideration is hereby acknowledged, Employee agrees never to seek from Employer, in arbitration or otherwise, damages in excess of Employee's actual direct damages suffered by Employee. By way of example, Employee agrees never to seek from Employer punitive damages, consequential damages, or attorney fees and expenses.

9. **AGREEMENT TO ARBITRATE.** As a material inducement for Employer to hire Employee, or to continue Employee's employment, Employee agrees that any controversy arising out of compensation, employment or termination of employment, whether based on contract or tort or otherwise, at law or in equity, including without limitation, claims for wrongful termination, sexual harassment, discrimination (including but not limited to discrimination based on Employee's religion, national origin, gender, age and/or disability) shall be submitted to arbitration before the American Arbitration Association("AAA") in Dallas, Texas, and shall be resolved in accordance with AAA's National Rules for the Resolution of Employment Disputes. Any issue with respect to the arbitrability of a particular dispute or the scope of the dispute or the scope of this section shall be decided by the arbitrator(s). Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. In the event Employee fails to abide by these terms, this section shall in no way limit or impair Employer's legal rights, including the right to enforce this provision in a court of competent jurisdiction.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, in multiple originals.

Employer: CareerLink Companies

By: _____

Employee:

By: _____