



"Merging Talent with Opportunity"

## **EMPLOYMENT AGREEMENT**

This Agreement ("Agreement") is between Wise Staffing Group (meant to include Wise Staffing Services, Wise Medical Staffing, Labor Source, Onesource, or Resource Management Group) (herein after collectively referred to as ("Company")), and the undersigned individual ("Employee," "I," or "me"), collectively the "parties." In consideration of Employee's employment or continued employment in a position of special trust as described below and the compensation and benefits received as a result, and the mutual covenants of the parties made herein, each of which is independently adequate as binding consideration for this Agreement, the parties agree as follows:

1. **Basic Obligations.** In reliance upon Employee's promises in this Agreement, the Company will place or retain Employee in a position of special trust and confidence where it will provide Employee with: Confidential Information that it determines is appropriate for Employee's position; an opportunity to develop business relationships in the Company's line of business for the benefit of the Company and its related entities and businesses; and/or, specialized training related to its business. I agree that the foregoing will provide me an unfair competitive advantage and a unique ability to cause irreparable harm to the Company if certain restrictions are not placed on my ability to engage in certain activities following any separation from the Company. In order to avoid this irreparable harm to the Company, I agree that:

- a. I will comply with my duty of loyalty, as provided for in Section 2 below.
- b. I will not engage in any unauthorized use, handling, or retention of Company property or computer systems, as provided for in Section 3 below.
- c. I will not engage in any unauthorized use, transfer, or disclosure of Confidential Information, as provided for in Section 4 below, during my employment and for as long thereafter as the information remains qualified as Confidential Information covered by this Agreement.
- d. I will not engage in any Prohibited Customer Solicitation, as provided for in Section 5 below, during my employment and for a period of twelve (12) months thereafter.
- e. I will not engage in any Prohibited Employee Solicitation, as provided for in Section 6 below, during my employment and for a period of twelve (12) months thereafter.
- f. I will not engage in any Prohibited Competitive Activities, as provided for in Section 7 below, during my employment and for a period of twelve (12) months thereafter.
- g. I will not, at any time, make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning Company, any of their affiliates or their respective businesses, or any of their respective employees, agents, officers, members, principals, or any existing or prospective customers, suppliers, or other associated third-parties.
- h. I understand that nothing in this Agreement prohibits me from engaging in Protected Conduct, as provided for in Section 8 below.

2. Duty of Loyalty. During my employment with the Company, I will remain loyal and will not engage in competition with the Company or pursue any other course of conduct that I know (or should know through the exercise of reasonable care) will cause harm to the Company's business. I will devote my full working time and skill to the performance of my employment duties for or on behalf of the Company. I will promptly inform the Company of any business opportunities related to the Company's business and will not divert such opportunities away from the Company or capitalize on them for separate personal gain without advance written approval from Company.

3. Company Property. I will use the computer systems of the Company solely for purposes that are consistent with my position with the Company. I understand that I am not authorized to access or use the Company's computer systems for the purpose of competing or preparing to compete with the Company; and, if I do not comply with these limits on my authorization, I may be subject to both civil and criminal penalties. I will oversee all the Company information and property in careful compliance with Company policies. All records related to the Company's business received or created by me in the course of employment (such as but not limited to, email, notes, files, contact lists, drawings, maps, specifications, and calendars) will be considered "**Company Records**" and the property of the Company, and/or subject to the custody and control of the Company. When my employment with the Company ends, or earlier if requested by the Company, I will return to the Company all the Company property and records (including anything containing Confidential Information) without retaining any copies that I am not expressly authorized by the Company in writing to retain. I will do so as soon as is possible under the circumstances and no later than whatever reasonable deadline the Company designates. If requested to do so, I will cooperate in providing the Company or its designated expert the access and means necessary to verify that all Confidential Information has been removed from any personal electronic storage devices or accounts I own or control where such information may have been transferred or stored. Upon the Company's request, I will provide the Company with a sworn written acknowledgment confirming that I have returned all Company property and Confidential Information and have not retained any such information in any form or medium in my possession, custody, or control, including on any device or account.

4. Confidential Information. I will hold Confidential Information in confidence and trust for the sole benefit of the Company; and, I will not engage in any copying, use or disclosure of Confidential Information beyond that which is authorized in the course of my employment duties for the Company and conducted in a manner compliant with Company policies and directives, or as otherwise permitted under this Agreement. The foregoing will apply during my employment and for so long thereafter as the information at issue continues to qualify as Confidential Information under this Agreement. "**Confidential Information**" means an item of information or compilation of information in any form (tangible or intangible) related to the Company's business that I acquire or gain access to during my employment if (a) the Company has not made it public or authorized public disclosure of it, and (b) it is not, through proper means, readily available to the public or others outside the Company who are not obligated to keep the information confidential. Some examples of Confidential Information include, but are not limited to: (i) any form of marketing or sales plan, strategies, financial information or projections, operations, sales quotes or estimates, business plans, performance results which may be related to the past, present and/or future business activities of the Company, its subsidiaries and affiliated companies; (ii) plans for products or services, and customer or client lists; (iii) resumes and documents containing PII (Personally Identifiable Information); (iv) any concepts, reports, data, knowledge, works-in-progress, specifications, databases, inventions, information and trade secrets, trademarks and copyrights; (v) customer or client history, pricing, correspondence, technical information and strategies, inventory information; contact information; preferences, qualifications, or requirements; and bill rate, pay rate, and profit data; (vi) employee positions, contact information, and compensation; (vii) customer job openings and job orders; (viii) current or prospective customer, or candidate lists; (ix) contact information, preferences, qualifications and requirements of any current or prospective customer or candidate; (x) information obtained from a personnel file; and (xi) any other information that should reasonably be recognized as confidential

information of the Company. The Company's non-public compilations of otherwise available information that attain greater value or utility because of time and expense invested in a unique compilation, analysis, or formatting will be considered Confidential Information. Due to its special value and utility as a compilation, a confidential compilation of information will remain protected even if individual items of information in it are public. Private disclosure of Confidential Information to parties the Company is doing business with for business purposes shall not cause the information to lose its protected status under this Agreement. I understand that information that is entrusted to the Company by third parties in confidence ("**Third Party Confidential Information**") must be handled by me in careful compliance with terms under which it is entrusted to the Company and any applicable laws and regulations related to such information, and that this information is otherwise subject to the same restrictions as the Company's Confidential Information. This specifically includes Confidential Information received by Employee regarding the parent, subsidiary, and affiliate and related entities of the Company.

5. Prohibited Customer Solicitation. As used in this Agreement, "**Prohibited Customer Solicitation**" refers to my solicitation of competing business from a Covered Customer, directly or through others. A "Covered Customer" means a customer or client of the Company that I had material contact or interaction with (directly or through persons under my supervision) on behalf of the Company, or that I was provided Confidential Information about, in the Look Back Period. Material contact will be presumed to have occurred if I participated in communications with the customer or received commissions or other beneficial credit for business the Company conducted with the customer. The "Look Back Period" means the last two (2) years of my employment with the Company, or whatever period of time I have been employed at the Company if not employed for two (2) years or more. Where permitted by law, a Covered Customer shall also be understood to mean an active customer prospect at the time my employment ended, including any customer prospect that was on a customer leads list that I was provided or developed during my employment.

6. Prohibited Employee Solicitation. As used in this Agreement, "**Prohibited Employee Solicitation**" means any conduct by me that involves soliciting or knowingly inducing a Covered Employee to leave the employment of the Company for the benefit of a Competitor, or assisting a Competitor in hiring a Covered Employee away from the Company. A "Competitor" means any entity or person engaged in, or planning to engage in a business that offers or provides goods or services that would compete with or displace those of the Company in the same markets where the Company does business. A "Covered Employee" means an employee or individual in the employ of the Company (as an independent contractor or otherwise) that I work with or gain knowledge of through my employment with the Company. Where permitted by law, an individual who resigns from employment with the Company will continue to be treated as a Covered Employee for purposes of this Agreement for a period of 90 days after employment with the Company ends unless the Company has agreed otherwise in writing.

7. Prohibited Competitive Activities. As used in this Agreement, "**Prohibited Competitive Activities**" means providing services to a Competitor (as an employee, consultant, or in any other capacity) within the Restricted Area that (a) are the same as or similar in function or purpose to those I provided to the Company in the Look Back Period, (b) involve accepting competitive business from a Covered Customer or providing competing goods or services to a customer of the Company that I know (or should know with the exercise of reasonable care) was a customer or active prospect of the Company when my employment ended, or (c) otherwise involve the probable use or disclosure of Confidential Information. The "Restricted Area" means the geographic territory within a seventy-five (75) mile radius of the Company's primary business location and any other office or location from which I work or am assigned during the Look Back Period.

8. Protected Conduct. Nothing in this Agreement prohibits me from reporting conduct or events that I reasonably and in good faith believe is a violation of law to a relevant law-enforcement agency (with or without advance notice to the Company) or from opposing such conduct or events, or obligates me to inform the Company before or after making such a report, prohibits me from cooperating in an investigation conducted by such a government agency, or otherwise prohibits conduct specifically protected by law (“**Protected Conduct**”). This may include a disclosure of trade secret information provided that it complies with the restrictions in the Defend Trade Secrets Act of 2016 (“DTSA”). The DTSA provides that no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret that: (i) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public. The DTSA also provides that an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose a trade secret to the attorney of the individual and use trade secret information in the court proceeding if the individual files any document containing trade secrets under seal and does not disclose the trade secrets except as permitted by court order.

I further acknowledge that nothing in this Agreement prohibits me from using information acquired through lawful means regarding the wages, benefits, or other terms and conditions of employment of individuals employed at the Company for any purpose protected under the National Labor Relations Act (NLRA) (such as the right of employees to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection), unless the information is entrusted to me in confidence by the Company as part of my job duties or I am employed in a supervisor or management level position. This Section shall not be construed to invite, permit, or limit liability for, otherwise illegal activity such as breaking and entering, illegal computer access (hacking) or theft of the Company property.

9. Additional Terms & Conditions.

a. Solicitation Understandings. Where permitted by applicable law, engaging in “solicitation” or to “solicit” means to communicate or intentionally interact with someone in an effort to cause or encourage that person or entity to do something (such as buying a product), regardless of who first initiates contact or why initial contact occurred. The restrictions in Sections 5 and 6 of this Agreement are understood to be reasonably limited by geography to those locations and/or places of business where the Covered Employee and Covered Customer are located and available for solicitation. However, if (and only if) either restriction requires a different form of geographic limitation under applicable law to be enforceable then it shall be deemed limited to the Restricted Area. This Agreement does not prohibit general advertising that is not targeted at the Company’s customers or employees such as advertisements directed to the general public or “help wanted” ads.

b. Limitations on Restrictions. This Agreement is not intended to prohibit a passive and non-controlling ownership of less than 2% of the stock in a publicly traded company, and shall not be construed to generally prohibit my employment in an entire industry or business sector. I stipulate that the restrictions in this Agreement are reasonably tailored to prevent irreparable harm and unfair competition, and do not impose an undue burden on my ability to earn a living.

c. Notifications and Communications. Before accepting employment with a Competitor, I will advise the Competitor of this Agreement and I will separately advise the Company of the potential employment and the intended duties and responsibilities of the position so as to give the Company an opportunity to determine whether, in the Company’s opinion, such would result in a breach or threatened

breach of this Agreement by Employee. Both parties shall have the right to provide any Competitor or third party with an interest potentially affected by this Agreement with their position on the application and enforceability of this Agreement without such action giving rise to any legal claim or cause of action.

d. Special Remedies. The Company will suffer substantial and irreparable harm if I breach my obligations under this Agreement, and monetary damages will be inadequate to compensate the Company for such a breach. Therefore, if I breach or threaten to breach a restriction in this Agreement, then the Company shall be entitled to specific performance, injunctive relief (temporary, preliminary, and permanent), recovery of its attorney's fees and expenses, and any other remedies otherwise available in law or equity. The Company shall be deemed the prevailing party for all purposes if any relief is granted to it, irrespective of whether any relief requested by it is also denied.

e. Tolling. If I violate one of the post-employment restrictions in this Agreement that contains a time limitation, the time period for the restriction at issue shall be extended by one day for each day I remain in violation of the restriction; provided, however, that this extension of time shall be capped so that once I have complied with the restriction for the originally proscribed length of time it shall expire.

f. Preservation of At-Will Employment & Other Rights. Nothing in this Agreement shall be construed to create a contract of employment for a fixed period of time or to otherwise alter the at-will nature of the relationship between the parties, nor will it be construed to replace, limit or reduce any legal duty I would otherwise owe to the Company absent this Agreement or any legal remedy for a breach of same that the Company would have absent this Agreement. This Agreement will be deemed to continue in effect despite any changes in terms and conditions of my employment, including, but not limited to, changes in compensation, promotions, transfers to affiliate or related entities, relocations, and changes in job duties.

g. Beneficiaries, Successors & Assigns. This Agreement shall automatically inure to the benefit of the Company's parent, subsidiaries, affiliates, successor(s), and assigns, without the need for any further action by me. I acknowledge that the Company and its parent, subsidiaries, affiliates, and divisions that I provide services to or am provided Confidential Information about are all intended beneficiaries of this Agreement, and that any one or more of same may enforce this Agreement. I expressly agree to the assignment of this Agreement by the Company and all rights and obligations hereunder, including, but not limited to, an assignment in connection with any merger, sale, transfer or acquisition by the Company or a subsequent transfer of my employment from the Company to any subsidiary, affiliate, or related entity of the Company.

h. Controlling Law & Venue. Alabama law shall control as to interpretation and application of this Agreement notwithstanding any conflicts of law principles of any jurisdiction to the contrary. Any legal proceeding related to or arising from this Agreement shall be conducted in the State of Alabama; I consent to jurisdiction of the courts located in Alabama over me and waive any and all objections to the contrary for purposes of any claim or legal action that is proper to bring in a court of law. In any action commenced by a party hereto against another party to the Agreement, there shall be no right to a jury trial. THE RIGHT TO A TRIAL BY JURY IS EXPRESSLY WAIVED TO THE FULLEST EXTENT PERMITTED BY LAW

i. Other Agreements. This Agreement shall constitute the entire agreement and understanding between the parties on the matters contained herein, except as to any pre-existing agreements between Employee and the Company regarding confidentiality and non-disclosure, trade secret protection, and/or post-employment competition, all of which will be read together with this Agreement and, at the Company's discretion, enforced should any of the terms or conditions of this Agreement be found unenforceable against Employee in whole or in part.

j. Severability. Each of Employee's obligations under this Agreement shall be considered a separate and severable obligation. In case any provisions (or portions thereof) contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

*This Agreement shall be considered made on the date signed by me below which shall be the effective date of this Agreement unless entering into this Agreement was or is a condition of my initial employment in which case the terms of this Agreement are understood to be operative upon the inception of my employment (whether reduced to writing on that specific date or not).*

**The parties, by their signatures below, indicate their intention to be legally bound by this Agreement:**

**EMPLOYEE**

**WISE STAFFING GROUP**

\_\_\_\_\_  
(signature)

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: