

PROSTAFF USA, LLC SUBCONTRACTOR ENGAGEMENT AND NON-COMPETE AGREEMENT

This Subcontractor Engagement and Non-Compete Agreement (“the agreement”) is made and is effective as of _____,

BETWEEN:

ProStaff USA, LLC (“the contractor”), a company organized and existing under the laws of the State of Michigan with its head office located at:
12260 Universal, Taylor, MI 48180
734-388-0440

AND:

_____ (“the subcontractor”)
_____ (Address)
_____ (City, State, Zip)
_____ (Phone)

WHEREAS the Contractor has entered into an agreement with the Subcontractor for various duties involving Placement with Contractor’s client for various duties including but not limited to driving, factory placement and skilled labor known henceforth as “Subcontractor Duties”

NOW THEREFORE Contractor and Subcontractor agree as follows:

1. Subcontractor shall be engaged as an independent contractor and shall be responsible to provide and furnish all tools, materials and supplies needed or necessary to the performance of the work (“Subcontractor Duties”) as outlined at Orientation or on a per job basis.
2. In consideration of the Subcontractor’s performance of the Subcontractor’s duties, the Subcontractor shall be paid \$_____ per hour (Subcontractor’s Price).
3. Subcontractor understands that he/she is a subcontractor of ProStaff Usa, LLC and as such *is responsible for my own health insurance* pursuant to the Affordable Care Act (aka Obamacare).

SPECIAL CONDITIONS

4. Communication and Notice: Subcontractor shall be deemed to have notice of a fact, request or demand 48 hours after receiving said notice either by being picked up and signed for **or** with 5 days of receipt by certified or registered mail sent to the address provided by Subcontractor on this Agreement.

5. Governing Law and Rules of Construction
 - a. The validity, interpretation and performance of this Subcontract shall be governed by the laws of the State of Michigan.
 - b. Titles, caption or headings to any provision, article etc shall not limit the full contents of the same. The articles shall have full force and effect as if no titles existed.
 - c. If any term or provision of this contract are found to be invalid, it shall not affect the enforcement and validity of the remaining provisions of the Subcontract.
 - d. This contract shall be binding on and inure to the benefit of the respective successors, assigns, representatives and heirs of the respective parties herein.

AMENDMENTS

6. This Subcontract shall only be amended or modified by written document executed by Contractor and Subcontractor. This Subcontract supersedes all representations previously made by Contractor.

NON COMPETITION PROVISIONS

7. NON-COMPETITION. Subcontractor agrees that during the period of Subcontractor's services and for one (1) year after termination of said services for any reason, (with or without cause), Subcontractor will not within a one hundred (100) mile radius of the Subcontractor's assigned principal location accept, directly or indirectly, either alone or in partnership or jointly in conjunction with any person or persons, firm, association, syndicate, company or corporation as principal, agent, director, shareholder or in any manner whatsoever:
 - a. Perform any act with respect to the sale, attempted sale, of any product or service to any other person or, entity where such solicitation or sale would involve products or services with those provided by ProStaff USA; or
 - b. Contact, canvass, accept, solicit, or induce, any employee, contractor, or agent of ProStaff USA to terminate their employment or contractor relationship with ProStaff USA; or
 - c. Accept employment with or be employed by a firm, corporation, partnership or other business engaged in selling products or services competitive with the products or services of ProStaff USA; or
 - d. Contact, canvass, accept, solicit-or induce or attempt to contact, canvass, accept, solicit, or induce business from any customer or account of ProStaff USA that existed during the course of Subcontractor's service to ProStaff USA; or
 - e. Directly or indirectly request or advise a customer or account of ProStaff USA that existed during the course of Subcontractor's service with ProStaff USA to withdraw, curtail or cancel its business with ProStaff USA; or

- f. Assist, aid or in any, manner whatsoever help any firm, corporation, partnership or other business to compete with ProStaff USA; or
 - g. Disclose or utilize any confidential information pertaining to the business activities of ProStaff USA. For the purpose of this agreement, confidential information includes, but is not limited to, any records or information pertaining to ProStaff USA's customers, client lists, price lists, training materials, company manuals, accounting records or any other information regarding ProStaff USA's business, regardless of whether such information is a "trade secret." Upon termination of service, Subcontractor shall promptly, return to ProStaff USA all originals and copies of such materials in Subcontractors possession and control.
 - h. **No provision above prevents Client's of ProStaff USA from hiring subcontractor after 90 days if such is provided for in contract between Contractor and its clients.**
8. REMEDIES Subcontractor acknowledges that the covenants and agreements which Subcontractor has made in this agreement are reasonable and are required for the reasonable protection of ProStaff USA and its respective relationships to customers, clients, employees and agents. Subcontractor agrees that the breach of any covenant or agreement contained in Section 7 above will result in irreparable injury, to the business of ProStaff USA, and that in addition to other remedies provided by law or in the equity with respect to the breach of any provision of this agreement, ProStaff USA and its successors and assigns will be entitled to an injunction restraining and enjoining Subcontractor from engaging in any activity in violation thereof and that no claim by Subcontractor against ProStaff USA or its successors or assigns will constitute a defense or bar to specific performance of such obligations. Subcontractor agrees that ProStaff USA and any successor or assign shall be entitled to recover all costs of enforcing any provision of this agreement including reasonable attorney's fees and costs of litigation.
9. LIQUIDATED DAMAGES. The damages resulting from a breach of section 7 hereof by Subcontractor are uncertain and difficult to ascertain. The parties, therefore, as a reasonable mode of determining damages, agree that in the event Subcontractor competes with ProStaff USA in breach of Section 7 hereof, Subcontractor shall pay to ProStaff USA as liquidated damages a sum equal to \$10,000 which is hereby agreed to be a reasonable approximation of the damages which shall be done to ProStaff USA's business by such breach. In the event a court should deem the liquidated damages unawardable, an alternative damage amount shall be 100% of the annual billings for the customer(s) affected plus 50% of the annual wages of the Contractor(s) affected.
10. Although the parties consider the restrictions contained herein to be reasonable for the protection of the business of ProStaff USA, if the restrictions set forth in this Agreement are found by any Court having jurisdiction to be unreasonable because

they are too broad as to the extent of period of time or radius, then, in that case, such restrictions will nevertheless remain effective but shall be considered amended to conform to such time and/or radius as may be considered reasonable by such court, and so as amended, shall be enforced.

11. **LIMITED TIME.** Subcontractor agrees that any claim arising out of a dispute by Subcontractors regarding this agreement may only be brought if it is commenced within 180 days following the incident giving rise to such dispute and Subcontractor hereby waives all other statutes of limitation to the contrary. Subcontractor's failure to commence such proceeding within 180 days shall result in the automatic release and waiver of any rights Subcontractor may have had to prosecute such claims.
12. **AT-WILL.** Subcontractor agrees, understands and acknowledges that Subcontractor's service to ProStaff USA is for an indefinite term and "at-will" and may be terminated by ProStaff USA, at any time, for any reason, with or without cause, and without prior notice.
13. **REVIEW BY COUNSEL.** Subcontractor hereby acknowledges that he/she has been given a meaningful opportunity to consult with counsel and to have this agreement reviewed by counsel prior to entry and has either done so or has waived this right.

ARBITRATION

14. Any and all disputes arising out of this Subcontract between Contractor and Subcontractor shall be resolved by binding arbitration. In doing so, the parties expressly waive their right to a jury trial if any, on these issues and further agree that the award of the arbitrator shall be final and binding upon them as though rendered by a court and shall be enforceable in any court having jurisdiction over the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written

Contractor

Subcontractor

Print Name and Title

Print Name