

The Agency Employee Agreement

State/Province of

This Contractor/ Employee Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of May 16, 2022 by and between the following parties: Employee, having a primary address at the following:
Email:

and The Agency, having a primary address at the following:

Email:

Hereinafter, "Employer" will refer to and be used to describe the following party: The Agency. "Contractor/ Employee" will refer to and be used to describe the following party: Employee. Employer and Contractor/ Employee may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Employer wishes to engage Contractor/ Employee for Position Title (the "Services"), as described more fully below;

WHEREAS, Contractor/Employee has the skills, qualifications, and expertise required to provide the Services to the Recipient;

WHEREAS, Contractor/ Employee wishes to render such Services to Recipient.

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - DEFINITIONS:

As used in this Agreement:

a) "Services" shall be used to refer to the following specific services that the Contractor/ Employee will provide to the Employer under the terms and conditions set forth herein:

(Sample)

Oversee onboarding and sourcing of nannies and home staff candidates.

Initial interviews, correspondence with candidates and keeping track of candidate records

Scheduling Client/candidate interviews, in person meetings and trial days Assistance with reviewing employment agreements, negotiations and final contracts Administrative tasks within reason, as needed

Occasional travel and off site events, as needed

b) "Fees" shall be used to refer to the payment Employer will pay to Contractor/ Employee for the rendering of the Services. Specifically, the fees shall be as follows: an hourly rate of \$___/hr (_____ US dollars) plus placement bonus. Additional pay will be discussed for new projects.

Article 2 - AGREEMENT:

Subject to the terms and conditions of this Agreement, Contractor/ Employee hereby agrees to render the Services to Employer and Employer agrees to pay Contractor/ Employee the Fees required for the Services.

Article 3 - NO LOCATION RESTRICTIONS:

Employer shall not be permitted to place any location restrictions on Contractor/ Employee. Contractor/ Employee does not use any equipment, including electronic equipment, owned by Employer and Contractor/ Employee does not maintain any equipment at Recipient's place of business. Contractor/ Employee may work anywhere Contractor/ Employee chooses.

Article 5 - NO SPECIFIC HOURS:

Employer may/may not control the hours or timing that Contractor/ Employee works. Contractor/ Employee does need to keep track of hours nor is there any expectation that Contractor/ Employee works full-time hours. (Please edit for your agency)

Article 6 - SubContractor/ Employees:

The Contractor/ Employee shall not be permitted to use sub Contractor/ Employees in the provision of Services to the Employer and is required to obtain Recipient's approval

to do so. Contractor/ Employee is not under any obligation to perform the Services personally.

Article 7 - FEES:

a.) Method of Payment: Contractor/ Employee will accept the following forms of payment:

Payroll via....

Paypal

Zelle

Direct Deposit

b.) Contractor/ Employee will be paid weekly plus a placement bonus fee as described above

c.) Tax Statement: Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or required to be paid by Employer or Contractor/ Employee shall be the sole and exclusive responsibility of each, respectively.

Article 8 - EXPENSES:

Contractor/ Employee shall be solely and exclusively responsible with notifying Employer of any expenses incurred under this Agreement. Employer will pay and reimburse expenses.

Article 9 - CONFIDENTIALITY:

Contractor/ Employee hereby acknowledges and agrees that Employer possesses certain non-public Confidential Information (as hereinafter defined) and may also possess Trade Secret Information (as hereinafter defined) (collectively the "Proprietary Information") regarding their business operations and development. The Parties agree that the Proprietary Information is secret and valuable to Employer and that Contractor/ Employee may have access to the Recipient's Proprietary Information. Each of the Parties desires to maintain the secret and private nature of any Proprietary Information given.

Confidential Information refers to any information which is confidential and commercially valuable to Recipient. The Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs or other oral or written knowledge and/or secrets and may pertain to, but is not limited to, the fields of research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and/or finance or any other information which is confidential and commercially valuable to Recipient.

Confidential Information may or may not be disclosed as such, through labeling, but is to be considered any information which ought to be treated as confidential under the circumstances through which it was disclosed.

Confidential Information shall not mean any information which:

I) is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of Contractor/ Employee;

II) is already known, through legal means, to Contractor/ Employee;

III) is given by Employer to third parties, other than Contractor/ Employee, without any restrictions;

IV) is given to Contractor/ Employee by any third party who legally had the Confidential Information and the right to disclose it; or

V) is developed independently by Contractor/ Employee and Contractor/ Employee can show such independent development.

"Trade Secret Information" shall be defined specifically as any formula, process, method, pattern, design or other information that is not known or reasonably ascertainable by the public, consumers, or competitors through which, and because of such secrecy, an economic or commercial advantage can be achieved.

Contractor/ Employee hereby agrees to:

I) Not disclose the Proprietary Information via any unauthorized means to any third parties throughout the duration of this Agreement and the Parties' relationship with each other;

II) Not disclose the Confidential Information via any unauthorized means to any third parties for a period of 3 (three) years following the termination of this Agreement;

III) Not disclose the Trade Secret Information forever, or for as long as such information remains a trade secret under applicable law, whichever occurs first, to any third party at any time;

IV) Not use the Confidential Information or the Trade Secret Information for any purpose except those contemplated herein or expressly authorized by Recipient.

Article 9 - NON COMPETITION:

Throughout the duration and upon termination of this Agreement, Contractor/ Employee acknowledges and agrees that Contractor/ Employee shall not engage, directly or indirectly, as proprietor, partner, officer, Contractor/ Employee or otherwise, in the same or similar activities as were performed for Agency in any business within the same city as Agency's business for the maximum allowable period under (State/Province) law throughout the duration and after the termination of this Agreement. Contractor/ Employee is also prohibited from hiring or attempting to hire any of Employer's other Contractor/ Employees, candidates or staff. Contractor/ Employee shall also be prohibited from soliciting any business from current clients of Agency while registered or for a period of two years after the termination of this agreement.

Contractor/ Employee agrees that they can cannot open a placement agency or offer agency consulting services by sharing contracts or inside information from Employer. Contractor/ Employee also agrees not to refer another candidate to a third party connected to a Client who has retained the services of Employer. Contractor/ Employee agrees not to share private information of employers to another agency or party for the protection of the employer. Failure to adhere to this agreement will result in legal action. All court costs are the responsibility of The Contractor/ Employee.

Article 10 - WARRANTIES:

The Contractor/ Employee represents and warrants that it will perform the Services using reasonable care and skill for a Contractor/ Employee in their field and that any results, end products, or materials given by the Contractor/ Employee to the Employer under the terms and conditions of this Agreement will not infringe on or violate the intellectual property rights or any other right of any third party.

Article 11 - LIMITATION OF LIABILITY:

Except in cases of death or personal injury caused by either Party's negligence, either Party's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement shall be limited to Fees paid by the Employer to the Contractor/ Employee.

To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or

expenses of any nature whatsoever incurred or suffered by that other Party of an indirect

or consequential nature, including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

Article 12 - INDEMNITY:

Employer hereby agrees to indemnify Contractor/ Employee, and all of Contractor/ Employee's agents, employees, and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred, as a result of the Services rendered this Agreement or any transaction or matter connected with the Services or the relationship between Contractor/ Employee and Employer arising out of the fault of Recipient. This clause shall not be read to provide indemnification for any Party in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of the Party caused the damage, liability, or loss.

Article 11 - TIME FOR PERFORMANCE:

Notwithstanding any provision to the contrary, any dates, periods, or times specified by the Contractor/ Employee in the Agreement are estimates only and time shall not be of the essence for the performance by the Contractor/ Employee of its obligations under the Agreement.

Article 12 - TERMINATION:

This Agreement shall terminate as follows:

Should either party decide the contract is complete with or without cause.

This Agreement may also be terminated by either Party, upon notice in writing:

a) if the other Party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;

b) if the other Party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform;

No on-going relationship between the Parties is contemplated and Employer may not assign additional work to Contractor/ Employee. The Parties may decide, through an

addendum to this Agreement, to expand the scope of Services, but such Agreement may only be in writing and with explicit terms.

Article 13 - GENERAL PROVISIONS:

a) **GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the state/province of _____ and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state/province of _____. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

b) **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.

c) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

d) **AMENDMENTS:** This Agreement may only be amended in writing signed by both Parties.

e) **NO WAIVER:** None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

f) **SEVERABILITY:** If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

g) **PUBLIC ANNOUNCEMENT:** Neither Party will make any public announcement or disclosure about the existence of this Agreement or any of the terms herein without the prior written approval of the other Party.

h) **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

i) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

j) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

k) FORCE MAJEURE: Contractor/ Employee is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

l) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, air-mail, or e-mail, to the address of the relevant Party set out at the head of this Agreement or other address as that Party may from time to time notify the other Party in accordance with this clause.

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air-mail), or next working day after sending (in the case of e-mail).

In proving the giving of a notice, it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Contractor/ Employee:

Name: Employer

Signature: _____

Date: _____

Recipient:

Name: Employee

Signature: _____

Date: _____