



CONSULTANT EMPLOYMENT AGREEMENT

THIS CONSULTANT EMPLOYMENT AGREEMENT is entered into as of <Date> between Island Staffing, hereinafter ("IS") with offices at 3156 Vista Way, Suite 203, Oceanside, CA 92056 and <EMPLOYEE> hereinafter ("Employee").

- 1. SCOPE OF DUTIES.** Employee's duties and responsibilities include, without limitation, the performance of assigned tasks and duties within the competence of Employee for one or more of IS's clients at a location or locations designated by IS's staff as IS may determine from time to time. During the Employee's employment, Employee agrees to devote full time and attention to the duties assigned by IS, whether received directly from IS or from representatives and agents of a IS client for whom Employee renders services.

Employee agrees to work at those client locations to which IS directs him/her. Employee will use his/her best efforts at all times to promote and advance the business of IS. Employee agrees to read and retain IS's Employee Handbook, and any updates or revisions thereto as they are provided to Employee by IS, during his/her employment and agrees to adhere to the policies, procedures and requirements contained therein, requirements of any client for whom Employee renders services.

- 2. COMPENSATION, FRINGE BENEFITS & EXPENSES.**

2.1 Pay Dates; Compensation. Employee agrees to be paid semi-monthly each month. The compensation agreed upon by Employee and IS is that amount set forth in the Offer Letter executed by the parties, which is made a part hereof. Compensation is subject to all applicable federal, state and local tax withholdings. In the event of Employee's termination for any reason, only hours actually worked by Employee will be compensated.

2.2 Benefits. Employee is entitled to participate in those benefits the Employer may furnish or maintain, if any, for its employees with the classification assigned to such employee by IS. The Offer Letter will identify the Employee's classification and the benefits available to him/her. The parties agree that the Offer Letter, IS Employee Handbook and other benefit documents distributed to the Employee will provide the terms and conditions of the Employee's participation, if any, in IS benefits.

2.3 Reimbursement of Expenses. IS shall reimburse Employee for IS pre-approved reasonable, necessary and ordinary expenses incurred in the course of employment, Employee must present IS with an itemized accounting of expenditures and supporting

receipts and vouchers and any further information that IS may request, and such reimbursement shall be contingent upon receipt of adequate information.

3. TERM AND TERMINATION. IS and Employee agree that the employment relationship created by this Agreement is at-will. Employee's employment will commence on the date established for the commencement of services to be rendered to IS's client. Either party may terminate the employment relationship at any time and for any lawful reason, or for no reason.

4. CONFIDENTIALITY, RETURN OF IS & CLIENT MATERIALS, TRADE SECRETS, WORKS MADE "FOR HIRE" AND PROPRIETARY RIGHTS.

4.1 Confidentiality. Employee understands and agrees that the personal contacts between IS and its clients, and information IS has compiled on its clients, is confidential and proprietary to IS and Employee agrees not to disclose such information in any manner to any party during or any time following termination of this Agreement.

4.2 Return of IS and Client Materials. Employee agrees that all documents, files, agendas, keys, pass cards, identification cards, letters, memos, financial spreadsheets, electronically or magnetically stored data, date books and other materials containing or reflecting any IS or IS client's confidential or proprietary information are for discharging Employee's duties and responsibilities under this Agreement and that Employee has no claim or right to the continued use or possession of such materials following the termination of his/her employment by IS. Employee understands and agrees that, upon termination of employment, he/she will not retain, remove, copy or duplicate any such materials and will promptly return to IS or its client any materials in his/her possession or custody.

4.3 Works Made "For Hire" and Proprietary Rights. Employee agrees that all copyrightable material contained within any work provided to IS or its clients shall be deemed to be "works made for hire", unless otherwise specifically agreed to in writing by the parties. In any event, Employee hereby agrees to irrevocably convey and assign, and agrees in the future to irrevocably convey and assign, such works made for hire to IS or its client, and agrees upon such conveyance and assignment that IS or its client shall exclusively own on a worldwide basis, all of his/her respective right, title and interest in and to the work product and all intellectual property rights therein, including without limitation all copyrights, patents, mask works, or trade secret rights, acquired, created, composed, made conceived by, or otherwise resulting from the performance of work by Employee.

5. NON-COMPETITION.

5.1 As a condition of employment, Employee understands and agrees that, while employed by IS and for six (6) months after the termination of this employment agreement for any reason, he/she will not perform, whether as an employee of another business or of a IS client, nor as an individual, agent, director, officer,

stockholder, partner, independent contractor or investor, employment duties for any IS client at which he/she is assigned during his/her employment with IS, except in the performance of his/her duties as a IS employee. The only exception to this restriction is in the event that IS agrees in writing to allow its client to hire Employee directly. This six (6) month restriction does not prevent Employee from seeking employment at IS clients for whom he/she has not provided services.

5.2 Employee understands and agrees that during the term of this employment and for twelve (12) months following the termination of this agreement for any reason, that he/she will not directly or indirectly, for any business in competition with IS currently or in the future, solicit for employment or hire any person who is an employee of IS, nor any person who has been an employee of IS in the six (6) months prior to the date of Employee's hiring or soliciting for employment such person.

6. RIGHT TO WORK. Employee represents that employment with IS does not interfere with or cause him or her to breach any contractual obligation with any prior employer. IS does not encourage or condone any action on Employee's part which would have this effect. Employee shall indemnify and hold harmless IS, its affiliates, officers, directors, employees and agents, from and against any and all claims, actions, suites, proceedings, costs, expenses (including court costs and attorney's fees), damages, obligations, alleged breach of a contractual obligation with any prior employer by Employee. Employee agrees not to bring any lawsuit, charge or claim against IS in any court, or before any government agency, relating in any way to actions taken by IS in defense of such claims, including, but not limited to, termination of the Employee.

7. REMEDIES FOR BREACH. IS and Employee agree that the Restrictions and requirements contained in Sections 4 and 5, above, are, reasonable and necessary to protect the legitimate interests of IS and any violation thereof would seriously impair the effective and successful conduct of the business of IS and would otherwise cause substantial injury to IS. Therefore, in the event of the breach or threatened breach of any such restrictions or requirements by Employee, IS is entitled to injunctive relief, both preliminary and permanent, enjoining and restraining such breach or threatened breach. Such remedies shall be in addition to all other remedies available at law or in equity, including IS's right to recover from Employee any and all damages that may be sustained as a result of Employee's breach of this Agreement and to recover any profits or advantage the Employee may have obtained or diverted to others in violation of this Agreement.

8. GENERAL.

8.1 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, except that IS may assign this Agreement to any affiliated company or any successor in interest of itself or an affiliated company.

8.2 Entire Agreement. This document together with IS distributed benefit documents, the Offer Letter and IS Employee Handbook, incorporated herein by reference, contain the entire agreement between IS and Employee and supersedes any prior

agreements, written or oral, between the parties regarding the services to be performed on and after the effective date hereof, benefits documents. Any modification of the Offer Letter, or this document shall be effective once signed by both Employee and an officer of IS.

8.3 Severability. Each provision of this Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect because of such law, this shall not affect any other provision of this Agreement which, consistent with such law, shall remain in full force and effect.

8.4 Governing Law. This Agreement shall be governed by the laws of the state of California.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

For Island Staffing

<Employee>

Signature

Signature

Print Name

Print Name

Title: _____ Date _____

SSN#: _____ Date _____