



## TEMPORARY SERVICE AGREEMENT

This agreement is made this \_\_\_\_\_ between SA Technologies, Inc, hereinafter referred as "EMPLOYER" and \_\_\_\_\_, hereinafter referred to as "EMPLOYEE".

### Recitals

1. The EMPLOYER desires the services of the EMPLOYEE, and is therefore willing to engage his/her services for the temporary employment on the Terms and conditions stated below.
2. The EMPLOYEE desires to be employed by the EMPLOYER and is willing to do so on those terms and conditions.

Now, therefore, in consideration of the above recitals and of the mutual promises and conditions in this Agreement, the parties agree as follows:

1. **Employment:** Employer hereby employs Employee and Employee accepts employment and the other terms and conditions set forth in this agreement. Employer and Employee acknowledge that Employee will be paid overtime pay only if the Client agrees and approves in writing.
2. **Assignment:** Employee shall be temporarily assigned to work for Employer at and under the supervision of \_\_\_\_\_ **(Client) Location** \_\_\_\_\_ (hereinafter the "CLIENT") as a contractor employee for \_\_\_\_\_ (Duration) plus beginning on or after \_\_\_\_\_. Employer job duties shall be determined by the Client.
3. **Salary.** The Employer will pay the Employee \$ \_\_\_\_\_ on w2, payable on 7<sup>th</sup> and 21<sup>th</sup> of every month for all the approved timesheets. Applicable federal, state, and other taxes will be deducted from gross earnings.
4. **Insurance:** Health Insurance benefits can be provided at cost.
5. **Expenses:** Employee shall be reimbursed for the expenses incurred as authorized by the Client.
6. **Hours and Time Off/ Vacation:** Employee shall work the hours typically worked by Client employees unless directed otherwise by Client or Employer. Employee agrees to submit signed timesheets to Employer by no later than noon each Monday.
7. **At-Will Employment: Involuntary Termination of Agreement.** The Employee has been informed and he/she understands that he/she is an employee "at will". Accordingly, the Employer may terminate this Agreement with or without cause or notice, at any time.
8. **Employee Termination on Resignation.** The Executive may terminate this Agreement by giving the Employer two weeks prior written notice of resignation.
9. **Non-disclosure after Termination.** Because of his/her employment by the Employer, the Executive will have access to trade secrets and confidential information about the Employer, its products, its customers, and its methods of doing business. In consideration of his/her access to this information, the Executive agrees that for a period of 5 years after termination of his/her employment, he/she will not disclose such trade secrets or confidential information.
10. **Non-Competition during Employment.** During the employment term, the Employee will not, in any fashion participate or engage in any direct or indirect activity or other business for this specific position with the client. The Employee's failure to comply with the provisions of the preceding sentence will give the Employer the right (in addition to all other remedies the



Employer may have) to terminate any benefits or compensation that the Executive may otherwise be entitled to following termination of this Agreement.

11. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. There will be three arbitrators, one to be chosen directly by each party, and the third arbitrator to be selected by the two arbitrators so chosen. Each party will pay the fees of the arbitrator he/she selects and of his/her own attorneys, and the expenses of his/her witnesses and all other expenses connected with presenting his/her case. Other costs of the arbitration, including the cost of any record or transcripts of the arbitration, administrative fees, the fee of the third arbitrator, and all other fees and costs, will be borne equally by the parties. Despite the forgoing, the arbitrators may assign to one party or the other any and all fees and costs as part of any arbitration award.
12. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior and contemporaneous oral and written agreements, understandings, commitments, and practices between the parties. No amendments to this Agreement may be made except by a writing signed by both parties.
13. **Choice of Law.** The formation, construction, and performance of this Agreement will be construed in accordance with the laws of California.
14. **Notices.** Any notice to the Employer required or permitted under this Agreement will be given in writing to the Employer, either by personal service or by registered or certified mail, postage prepaid, addressed to the president of Employer, at its then principal place of business. Any such notice to the Executive will be given in a like manner and, if mailed, will be addressed to the Executive at his/her home address then shown in the Employer's files. For the purpose of determining compliance with any time limit in this Agreement, a notice will be deemed to have been duly given (1) on the date of service, if served personally on the party to whom notice is to be given, or (2) on the third business day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this section.
15. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it will nevertheless remain in full force and effect in all other circumstances.
16. **Offer Validity:** This offer is valid for two weeks from the date of your receipt, unless and otherwise it is extended / validated as a special case for further period, purely at our discretion. If you need any clarification please do not hesitate to contact us.

We look forward to working with you and will do all we can to ensure that the transition is smooth, and that our relationship is mutual beneficial.

Executed by the parties as of the day and year first written above.

**EMPLOYER**

**EXECUTIVE**

Manoj Joshi  
Vice President

Name:  
SSN: