



1. **Co-Employment Agreement:**

I agree that this EMPLOYMENT AGREEMENT ("Agreement") is entered into between Worksite, LLC ("PEO"), a Professional Employer Organization, and the undersigned and identified leased employee ("Employee") pursuant to a Client Service Agreement between PEO and the Client Company in which PEO and my Client Company have agreed to act as co-employers. This Agreement only pertains to Employee's employment with PEO.

CO-EMPLOYMENT: Employee's continued employment is as a co-employee of PEO and Client Company. A co-employee is an employee with two employers: the Client Company and a Professional Employer Organization. The co-employment relationship allows PEO to provide certain benefits and services to Client Company and its employees, including but not limited to, administration of payroll, unemployment benefit administration, workers' compensation, and other employee benefits. Client Company retains the rights and responsibilities of, including but not limited to, daily management and control, control of employee's activities, employee's job requirements, employee's rate, and method of pay, and work site safety.

2. **At-Will Employment Agreement:**

I agree that I have been hired as an at-will employee of PEO, which is an Employee Leasing Company and there is no contract of employment which exists between me and the Client Company to which I have been assigned, nor between PEO and me. I understand and agree that I may be terminated, or I may terminate my employment at any time for any reason, or no reason as I am an at-will employee.

3. **Accident Reporting and Workers' Compensation Agreement:**

I agree to immediately report any and all work-related injuries and accidents to my Client Company and to PEO. I agree that any work-related injuries which may be sustained by me are covered solely and exclusively by the state workers' compensation law and workers' compensation insurance provided by PEO. To the extent permitted by law, I hereby waive and forever release any rights I might have to make claims or bring suit against PEO for damages based upon injuries that are covered under workers' compensation law. I also agree that if I am injured, unless any other leave program is applicable, I will accept any modified/light duty assignment found to be within the scope of my physical capabilities as determined by the workers' compensation treating physician. I agree to any drug or alcohol testing policy, which PEO may adopt; specifically, I agree to post-accident drug testing in any situation allowed by law.

4. **Client Company Paid Leave Policies, Family and Medical Leave Act (FMLA) and Other Benefits Agreement:**

I agree that in the event that my Client Company maintains policies providing paid leave benefits such as vacation, sick leave, PTO, or severance pay, my Client Company is solely responsible for paying any accrued benefits under such policies during employment and at the time of termination. PEO does not provide, and has no policy providing, vacation or other paid leave benefits. To the extent paid leave benefits are paid through PEO's payroll to Employee, it is solely as a payroll service on behalf of my Client Company. Similarly, to the extent my Client Company provides other benefits pursuant to policies to which PEO is not a party, such as stock options, bonuses, profit sharing, retirement benefits, and any other benefits, my Client Company is solely responsible for providing the benefits prescribed by those

policies. My Client Company is the primary employer responsible for giving required FMLA notices, determining Employees' eligibility for FMLA, providing FMLA leave, and maintenance of health benefits. My Client Company is responsible for the restoration of employees returning from FMLA leave to their positions according to law. PEO will cooperate fully with my Client Company in the administration of FMLA under applicable law.

5. **Anti-Discrimination, Anti-Harassment and Retaliation Agreement:**

I understand that PEO and my Client Company expressly prohibit discrimination, harassment, and retaliation based on race, color, sex, religion, marital status, veteran status, national origin, disability, age, or any other protected category. Improper interference with the ability of my Client Company's employees to perform their job duties is also prohibited. Nor will PEO or my Client Company tolerate any actual or attempted reprisals or retaliation against an employee who raises a valid concern that this policy has been violated. PEO and my Client Company take all allegations of discrimination, harassment, and retaliation very seriously and are firmly committed to ensuring a workplace free of those discriminatory activities. Anyone engaging in discrimination, harassment, or retaliation is subject to disciplinary action up to and including discharge. If I observe such prohibited activity, I agree to contact an appropriate person at the Client Company to which I have been assigned and report such conduct. If I believe that management is involved in the prohibited acts, or for any other reason cannot contact a person at my Client Company, I agree to contact PEO's Human Resource Department at [941.677.0110](tel:941.677.0110). I understand that PEO does not directly control the workplace at my Client Company and is not in a position to end or remediate any discrimination, harassment, or retaliation which may occur and that PEO will attempt to facilitate a resolution; the responsibility for responding to such inappropriate conduct rests with my Client Company.

6. **Non-Payment of PEO by Client Company Agreement:**

I understand and agree that while I am assigned to my Client Company and am a leased employee of PEO, if PEO does not receive payment from the Client Company for services which I perform as a leased employee; PEO will still pay me the applicable minimum wage (or the legally required minimum salary or overtime pay) for any such pay period. I understand that the Client Company to which I am assigned remains obligated to pay me my regular hourly rate of pay if I am a non-exempt employee and to pay me my full salary if I am an exempt employee even if PEO is not paid by the Client Company.

7. **Drug and Alcohol-Free Workplace Agreement:**

I understand and agree that PEO prohibits the unlawful possession, consumption, distribution, or unauthorized use of alcohol or illegal or illegally obtained drugs in the workplace or while conducting work elsewhere. I understand and agree that employees are not permitted to work while under the influence of alcohol or drugs. I understand and agree that I may be required to submit to drug and/or alcohol testing in accord with PEO's policy, including post-accident or injury and reasonable suspicion testing. I understand that violation of this policy, including my refusal to cooperate with testing procedures, may result in immediate discharge.

8. **Worksite Injury Agreement:**

I specifically agree to post-accident drug/alcohol testing for any work injury, regardless of whether I am able to give consent at that time. This authorization or a photocopy hereof is my authority and consent

to post-accident drug/alcohol testing in all instances. I shall comply with the statute provisions of my work state as listed below concerning claims for workers' compensation benefits. If I provide false, misleading, or incomplete information to obtain workers' compensation benefits, I may be denied such benefits.

AK	AS 23.10.620	MT	20.27.221
AL	25-5-330	NC	90-86
AR	No Statute	ND	No Statute
AZ	23-493.04	NE	48-1901
CA	8350-8357	NH	No Statute
CO	SP3-24	NJ	No Statute
CT	31-51f – 31-51aa	NM	No Statute
DC	9-217	NV	NAC 284.888
DE	No Statute	NY	No Statute
FL	440	OH	123:1-76-01
GA	OCGA 34-9-415	OK	40-562
HI	329B	OR	ORS 659A.127
IA	730.5	PA	505.25
IL	820 ILCS 305/11	RI	28-6.5-1
IN	22-9-5-24	SC	44-107-10
KS	No Statute	SD	No Statute
KY	803 KAR 25:280	TN	50-6-110
LA	22 I-207	TX	TWCC rules 169.1 and 169.2
MA	No Statute	UT	34-38
MD	6-102.1	VA	65.2-813.2
ME	15.1	VT	Not allowed in the State
MI	No Statute	WA	WAC 357-37-200
MN	Sec. 181.951 MN Statutes	WI	No Statute
MO	No Statute	WV	21-1D-1
MS	71-7-3	WY	No Statute

9. **Introductory Period Agreement:**

All new employees (whether full or part-time) are in an introductory status during their initial 90 days of employment. At any time during this period, either you or your co-employer may decide to terminate your employment for any reason allowed by law. Completion of the introductory period will not result in any employment contract for any specific term, nor will it confer any additional employment right upon any employee.

10. **Existing Agreements:**

I understand and agree that my co-employment with PEO does not in any way alter, amend, or diminish any contractual agreement with my Client Company regarding terms of my employment or any compensation agreement, non-competition agreement, non-solicit agreement, or confidentiality agreement and that such agreements will not be affected by the arrangement with PEO. My obligations and the obligations of my Client Company remain intact.

11. State-Specific Provisions

The following provisions apply to Covered Employees and to Client to the extent Client has, at any time while the Service Agreement entered into by the Parties is in effect, Covered Employees working in any applicable state set forth below. Should any provision below conflict with wording contained in the Service Agreement, the terms of the State-Specific Provisions shall prevail with regard to Covered Employees working in that state. Where a state law requires the sharing of any right, authority or responsibility, this shared reference shall only encompass the obligation of PEO to comply with decisions made by Client to the extent allowed by applicable law. Additionally, to the extent allowed by applicable law, any requirement set forth in the Service Agreement, including any Addendum, or in any applicable law, pertaining to PEO's direction and control over Covered Employees or over any Client worksite and any requirement regarding PEO's hiring, terminating, disciplining, assigning, reassigning, promoting or exercising any other control over Covered Employees at any worksite where Covered Employees perform their job duties, is the responsibility of Client, does not abridge Client's rights and responsibilities with regard to Client's ability to run its own business, and does not require the actual exercise of such authority, responsibilities or rights by PEO. PEO only reserves and retains such rights, responsibilities, and authority as is required by applicable law and employment responsibilities not those of PEO pursuant to the Service Agreement or applicable law shall remain with Client. This Preamble shall be applicable in all states where PEO has Covered Employees, whether or not there is a State-Specific Provision.

MONTANA

39-8-207. (2) The professional employer organization or group shall:

- (a) give written notice of the general nature of the relationship between the professional employer organization or group and the client to each employee assigned to perform services at the client's place of work. The disclosure must provide that the professional employer organization:
 - (i) reserves a right of direction and control over employees assigned to the client's location. The client may retain sufficient direction and control over employees necessary to conduct business and without which the client would be unable to conduct business, discharge fiduciary responsibilities, or comply with state licensing laws.
 - (ii) retains authority to hire, terminate, discipline, and reassign employees. The client has the right to accept or cancel the assignment of an employee.

I agree that I have been hired as an at-will employee of PEO, which is an Employee Leasing Company and there is no contract of employment which exists between me and the Client Company to which I have been assigned, nor between PEO and me. I understand and agree that I may be terminated, or I may terminate my employment at any time for any reason, or no reason as I am an at-will employee.

Signature: _____

Date: _____