



CHOICE PAYROLL SERVICES LLC, DBA: MYPEO **COMPANY EMPLOYEE AGREEMENT**

I, the undersigned employee, in consideration of my hiring by Choice Payroll Services LLC, DBA: MyPEO Company ("MYPEO") as an at-will leased employee/assigned employee of MYPEO, acknowledge and agree to the following:

- (1) I understand and agree that I am employed in an employee leasing/professional employer organization relationship where the duties and responsibilities applicable to me are set forth in a service agreement entered into between the client for which I am working and MYPEO;
- (2) I understand and agree that I have been hired as an at-will employee of MYPEO which is a professional employer organization (also known as an employee leasing company);
- (3) I understand and agree that there is no contract of employment which exists between me and the client of MYPEO for which I am working, nor between me, and MYPEO has no liability with regard to any employment agreement;
- (4) I understand and agree that either MYPEO or I can terminate our employment relationship at any time as I am an at-will employee;
- (5) I also agree that while I am a leased employee of MYPEO, if MYPEO does not receive payment from the client for which I am working for services which I perform as a leased employee, MYPEO may, where allowed by law, pay me the applicable minimum wage (or the legally required minimum salary) for any such pay period, and I agree to this method of compensation;
- (6) I understand and agree that MYPEO has no obligation to pay me any other compensation or benefit unless MYPEO has specifically, in a written agreement with me, adopted the client's obligation to pay me such compensation or benefit;
- (7) I understand and agree that the client for which I am working at all times ultimately 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 MYPEO is not paid by the client for which I am working;
- (8) I understand and agree that, unless otherwise required by law, MYPEO does not assume responsibility for payment of bonuses, commissions, severance pay, deferred compensation, profit sharing, vacation, sick, or other paid time off pay, or for any other similar type of payment, where payment for such items has not been received by MYPEO from the client for which I am working (MYPEO does assume this responsibility where such payment has been received from client);
- (9) I have been informed and I agree that if my assignment with any MYPEO client for which I am working ends for any reason, I must report back to MYPEO within seventy-two (72) hours for possible reassignment and that reemployment assistance benefits may be denied me if I fail to do so.
- (10) In recognition of the fact that any work-related injuries which might be sustained by me are covered by state workers' compensation statutes, and to avoid the circumvention of such state statutes which may result from suits against the customers or clients of MYPEO or against MYPEO based on the same injury or injuries, and to the extent permitted by law, I hereby waive and forever release any rights I might have to make claims or bring suit against any client or customer of MYPEO and against MYPEO for damages based upon injuries which are covered under such workers' compensation statutes. In the event of a work related injury, I understand and agree that, to the extent allowed by law, my sole remedy lies in coverage under the MYPEO workers' compensation policy or the Client's workers' compensation policy if it maintains its own workers' compensation policy;
- (11) I agree to notify MYPEO within 24 hours of any job related injury I receive and to comply with Client's Drug Free Workplace drug testing policy which is conducted in compliance with OSHA Final Recordkeeping Rule (29 CFR 1904) which I acknowledge does not retaliate against any employee who reports an injury, and I specifically agree to Post-Accident and Reasonable Suspicion drug testing within 24 hours in any situation in which it is allowed by law. Accordingly, I agree to comply with any lawful drug testing policy which may be adopted, and I specifically agree to post-accident drug testing, in any situation where it is allowed by law.
- (12) In addition, I also agree that if at any time during my employment I am subjected to any type of discrimination, including discrimination because of race, sex, sexual orientation, marital status, age, genetic information, religion, color, retaliation, national origin, military status, veteran status, citizenship status, handicap, disability, or union status, or if I am subjected to any type of harassment including sexual harassment, I will immediately contact an appropriate person of the client company for which I am working. In most instances, this appropriate person will be the President of the client company. Should I choose not to contact the client company for any reason, I may contact MYPEO's

Human Resources Director at 1-904-731-9014 for the limited purpose of having MYPEO, at its option, and not as an employer, but as a possible facilitator, try in its sole discretion, to attempt to facilitate a resolution;

(13) I understand and agree that the client for which I am working has sole and exclusive control over my day-to-day job duties and this client has sole and exclusive control over the job site at which, or from which, I perform my services and that MYPEO only reserves and retains such rights and authority as is required by applicable law. I agree that MYPEO does not have actual control over my workplace and, as such, is not in a position to end or remediate any discrimination, harassment, unsafe working condition, retaliation, or wrongdoing which may be occurring. The responsibility to resolve and/or end such inappropriate conduct rests with the client company however, MYPEO may attempt to facilitate a resolution;

(14) I understand and agree that due to employee leasing licensure restrictions, if I am accepted as a leased employee of , I am expressly prohibited from performing any work outside the State of Florida except as may be allowed pursuant to the workers' compensation policy provided to me by MYPEO or except as may be allowed in writing by MYPEO and the applicable workers' compensation carrier;

(15) If I work outside the State of Florida for Client or for anyone else without first having this approval as set forth at (14), I understand and agree that I will not be an assigned employee of MYPEO and may not be provided workers' compensation benefits through MYPEO or the applicable workers' compensation carrier and my employment with MYPEO will be considered immediately terminated upon commencement of my trip outside the State of Florida to perform work where approval has not been received as set forth herein;

(16) To the extent allowable by law, by signing this Agreement, I assign to MYPEO, my right to assert a priority wage claim against Client under 11 U.S.C. § 507 (a)(3) in the event that a Bankruptcy Petition is filed under the Title 7 and or Title 11 of the United States code by or on behalf of Client; and

(17) Should I sign this form and/or complete MYPEO's new hire paperwork and never be accepted as an assigned employee of MYPEO, this form shall be null and void.

EMPLOYEE SIGNATURE: _____

EMPLOYEE NAME: _____

Date: _____

Initials: _____