# AT- WILL EMPLOYMENT AGREEMENT

This Employment Agreement is effective as of the 23rd day of October, 2015, by and between Todd Monsour (Employee), and AQUARIUS PROFESSIONAL STAFFING, LLC.

WHEREAS, Company desires to engage the services of Employee and Employee agrees to perform certain services for Company pursuant to the terms and provisions of this Agreement;

WHEREAS, the Employee agrees to Employment with the Company under the position of Consultant and will provide Consulting Services on behalf of the Company to its clients for the length of this contract.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

 **1.** **Consulting Services** Commencing with the date of this Agreement, Employee agrees to perform such advisory and technical consultation services as Company shall request during the term of this Agreement. The employee shall work for the Company and provide services on behalf of the Company to various client’s of the Company. The Employee will provide services as directed by the client and will be responsible to follow all rules and procedures of the individual client. Although, Employee is an employee of the Company, the duties, responsibilities, and work schedule of the Employee shall be dictated by the client and the Employee shall be responsible for performing these duties in a manner that is satisfactory to the client.

1. **Employment At Will** Employee is employed at-will. Either the Employee or the Company may terminate Employee’s employment at any time and for any reason, or for no reason. The term of this Agreement shall be at the discretion of the Company in accordance with the Company’s needs.
2. **Compensation**

 **3(a)** As full and complete compensation for the consulting services to be rendered by Employee hereunder, Company agrees to pay to Employee a salary of **$17.00/ hour** over the term of the contract. The salary will be paid once a week on Friday.

 **3(b)** In addition, the Company will also pay for the reimbursement for the authorized expenses incurred by Employee in the performance of this Employment Agreement. Employee’s authorized expenses are detailed more fully in Section 4 of this agreement.

 **3(c)** Compensation for working on a holiday (**i.e. New Years Day, Memorial Day, Martin Luther King Jr. Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day**) is straight pay for the hours worked by the Employee that day. Working on these listed holidays shall be determined between the Employee and the Company. Time and a half pay **ONLY** occurs when an Employee works over 40 hours per week.

 **3(d)** Due to the variability of the Employee’s work schedule (as set forth by the client, not the Company), Employee will be considered to be a variable hour employee upon the onset of this agreement. As such, Employee is not eligible to participate in any benefit plans, programs, or perquisites in which regular internal Aquarius employees participate until Employee has completed an initial measurement period that complies with all PPACA (Patient Protection and Affordable Care Act) guidelines and recommendations. Should the Employee be deemed a full time employee per the terms of the PPACA at the end of the measurement period, the Employee will be granted the opportunity to enroll in all available benefit plans, programs, and perquisites during an administrative period, with enrollment commencing at the beginning of a stability period.

**4. Expenses**. Company agrees to reimburse Employee for all authorized business related expenses incurred during the performance of the consulting services prescribed herein upon submission of receipts for same and subject to the approval of Company. A list of all authorized expenses is attached to this Employment Agreement as **Exhibit 1**. Any expenses not contained in **Exhibit 1** shall be subject to prior written approval by Company. Employee agrees to be responsible for, and pay all other expenses of Employee. Furthermore, the Company shall conduct a weekly review of all expenses submitted by Employee and has the right to contest any expense that it determines is unreasonable and not directly related to the scope of services intended to be provided under this Employment Agreement. In the event that the Company desires to contest an expense submitted by the Employee, Company shall provide the Employee with notification in writing, within a reasonable period, of its intent to contest an expense of the Employee.

**5. Confidential Information**. As used in this Agreement, the term Confidential Information shall mean any information, data, services, trade secrets, technologies, systems, customers, suppliers and sales, marketing and service methods and information, processing methods, analyses, compilations and reports, testing and evaluation methods, proposals, manuals, samples, production equipment, pricing and cost information, customer lists, customer contacts, other customer information, supplier lists, supplier contacts, other supplier information, financial information, cost and revenue information, and information relating to past, present or prospective customers **of the Company or any of its clients or potential clients**. All of the foregoing information, whether oral or written, together with analyses, studies, notes of conversations, or other documents prepared for or by **the Company or any of its clients or potential clients** that contain or otherwise reflect Confidential Information, is also included within the term Confidential Information.

**6. Confidentiality.**

 **6(a)** Employee acknowledges and agrees that Company’s Confidential Information as stated in Section 5 is regarded as valuable by Company, its clients, and potential clients. Employee agrees to hold such information in strictest confidence and shall not at any time, directly or indirectly, disclose, discuss, copy or otherwise use or suffer to be used in any manner, in competition with, or contrary to the interest of **the Company, its clients, or potential clients**, the Confidential Information of or pertaining to **the Company, its clients or potential clients** or the products or services of **the Company, its clients or potential clients.** Employee shall use such information and disclose it only to other Employees, representatives and agents of Company with a need to know such information.

 **6(b)** The obligations of confidentiality set forth in this Agreement shall not apply to (i) any information in the public domain or which comes into the public domain through no fault of Employee; or (ii) any information received solicited from a third party under no obligation of confidentiality.

 **7. Return of Confidential Information**. Upon request of Company, Employee shall immediately return to Company all Confidential Information and all copies and abstracts thereof, and Employee shall certify in writing to Company that Employee does not retain originals, copies or abstracts of any Confidential Information belonging to the Company or any client or potential client of the Company.

 **8. Ownership Rights.** Employee acknowledges and agrees that Company or its clients shall retain all ownership rights in and to the Confidential Information, and nothing contained in this Agreement or in any disclosure of Confidential Information shall be construed to grant Employee any license or other rights in or to the Confidential Information. The Employee will retain no title and interest in the results and proceeds of all works created by the Employee in connection with this Agreement. Such works will be “works made for hire” belonging exclusively to the Company or its clients to the fullest extent permissible under federal copyright law. To the extent any such works do not constitute “works made for hire,” Employee assigns to the Company in perpetuity all right, title, and interest in all copyrights, trademarks, service marks, good will, rights of publicity, merchandising rights, advertising rights, all other commercial rights, trade secret rights and all registrations in and to such works throughout the world. Employee also assigns to Company, and Company will be the exclusive owner of, all right, title and interest in and to all concepts, ideas, strategies, techniques, processes and other information produced or developed by Employee in the course of or in connection with the Services. Employee will execute all necessary documents and to take all other action reasonably requested by Company its client to effectuate Company’s or it client’s rights in all works and other intellectual and other property assigned or otherwise belonging to Company or its client under this Agreement. Employee will promptly disclose all such works and other intellectual property to Company or its client as they are created. Employee will provide Company with whatever information or materials are in Employee’s possession or are reasonably available to Employee.

1. **Non-Disparagement**. Employee, agrees that he or she will, at no time, take any action or make any statement that could discredit the reputation of Company or client of the Company or the products and services of the Company or its client’s products or services

 **10. Remedies of the Company in Certain Events.** Employee acknowledges that it is reasonable and necessary for the protection of the goodwill and business of the Company that Employee make the covenants contained in Sections 5 through 9 hereof, that the Company will suffer irreparable injury if Employee engages in conduct prohibited by those Sections and that any breach of Sections 5 through 9 is a material breach hereof. Employee represents that he has thoroughly reviewed the terms of those Sections (including the time periods stated therein) and that his experience and/or abilities are such that observance of such covenants will not cause Employee undue hardship nor will it interfere with Employee’s ability to earn a livelihood. In the event of a breach or a threatened breach by Employee of the provisions of Sections 5 through 9, the Company shall be entitled to seek an injunction from a court with appropriate jurisdiction restraining Employee from violating these provisions. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies available to the Company for such breach or threatened breach, including the recovery of damages from Employee. The existence of any claim or cause of action of Employee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Employer of any of those covenants.

 **11. Agreement to be Bound By Ohio Workers Compensation**. Upon employment, the employee will sign Ohio BWC form C-110 whereby Employee agrees to be bound by the laws and jurisdiction of the State of Ohio’s Workers Compensation Program in the event the Employee is injured while at work. In the event that the employee is working outside the state of Ohio when he or she is injured, the employee waives the right to contest a workers compensation claim outside of the state of Ohio.

 **12. Waiver.** No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in a writing signed by the waiving party. Any consent by either part to, or waiver of, a breach by the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach by such party.

 **13. Notices**. All notices, demands and other communications given under this Agreement shall be in writing and shall be deemed effective when hand delivered or mailed by certified mail, return receipt requested, postage prepaid, or by overnight delivery service by a nationally recognized courier service, at the following addresses:

If to Company: Aquarius Professional Staffing

 11800 Conrey Rd, Suite 100

 Cincinnati, Ohio 45249

 Attn: Office Manager

If to Employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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or at such other addresses as the parties may have furnished in writing.

 **14. Modification and Amendment.** It is agreed that no waiver or modification of this Agreement or any provision contained herein shall be valid unless in writing and duly executed by the party to be charged therewith and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding between the parties hereto arising out of or affecting this Agreement, unless such a waiver or modification is in writing, duly executed. The parties further agree that the provisions of this Section may not be waived except as herein set forth

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 **15.** **Entire Agreement**. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and it may be amended, supplemented or interpreted at any time only by written instrument duly executed by all parties.

 **16.** **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have entered into this Consulting Agreement as of the date first written above.

COMPANY:

Aquarius Professional Staffing, LLC

By: John Carroll

Employee:

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**EXHIBIT 1**

**Schedule of Expenses**

The Company hereby considers the following expenses of the Employee to be reasonable expenses as defined by this Employment Agreement.