



# Enterprise Resource Services Inc.

Assisting clients in streamlining & simplifying their business processes.

## CONFIDENTIAL NON-DISCLOSURE AND PROPRIETARY RIGHTS AGREEMENT

Enterprise Resource Services, Inc. (hereinafter called "ERS") is the custodian of various trade secrets and other proprietary and confidential information which are owned by ERS, and which are used in the operation of ERS's business, consisting, for example, and not intending to be inclusive, of compensation data, resume database, lists of clients, the nature and type of services rendered to clients, fees paid by them, client preferences, financial information, marketing strategies, new materials research, pending projects and proposals, proprietary production processes, and research and development strategies. ERS desires to keep such information (hereinafter "Information") confidential. The undersigned person (hereinafter called "Employee") is willing to hold in confidence the Information it may receive or obtain, either in oral or written form or by visual observation as qualified below.

NOW, THEREFORE, Employee agrees with ERS as follows:

1. The Information will be disclosed by ERS to Employee.
  2. Employee will treat in confidence Information received from ERS and, except as may be expressly permitted herein, shall not disclose the same to others without the prior written consent of ERS.
  3. The Information received by Employee shall not be used or exploited by Employee in any way except for the purpose of performing your typical job-related duties at ERS's location.
  4. Employee shall not be prevented from disclosing or using any Information which:
    - a) has been previously published or which is published hereafter, unless such publication is a breach of this Agreement;
    - b) was already in Employee's possession prior to any disclosure of the Information to Employee by ERS as evidenced by written records kept in the ordinary course of business of Employee or by proof of actual use by Employee;
    - c) has been or is hereafter obtained by Employee from a third party (other than one acting on behalf of ERS) who Employee has no reason to believe is not lawfully in possession of the Information and who Employee has no reason to believe is in violation of any contractual, legal, or fiduciary obligation to ERS with respect to the Information;
    - (d) is independently developed by Employee provided that it shall be presumed that any Information in the possession of Employee is not within exception 5.d above, and the burden is on Employee to prove otherwise by records and documentation.
    - (e) is responsive to a data request or subpoena issued in conjunction with any judicial, regulatory, or legislative proceeding.
- Notwithstanding paragraph 4a, b, c, d, and e above, Employee shall not disclose to anyone the Information supplied by ERS, but may only disclose such Information as is available from other sources as specified in those paragraphs.
5. Information provided by ERS to Employee shall be promptly returned to ERS upon request.
  6. Employee shall, at his/her own expense, take all steps, including the initiation and prosecution of actions at law or in equity, necessary to prevent disclosure of any of the Information and Developments by Employee or to prevent the unauthorized use or disclosure of any of the Information and Developments by another party who gained the Information and Developments from Employee in violation of the terms of this Agreement.
  7. This Agreement shall be binding upon Employee, its heirs, legal representatives, successors and assigns and shall insure to the benefit of and be enforceable by ERS, its successors and assigns, heirs and legal representatives.
  8. This Agreement shall be governed by and construed in accordance with the International laws and the laws of the State of California.
  9. If any action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees, whether or not suit is prosecuted to judgment.
  10. All rights of ERS, heretofore or hereafter, acquired under the patent or copyright laws of the United States and all foreign countries are hereby expressly reserved to ERS.
  11. The obligation to maintain the secrecy and confidentiality of any disclosures as herein provided shall be of no further force and effect after five years from the date hereof.

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned on the dates set forth below and shall become effective upon the latter of such dates should they differ.

**AGREED AND ACCEPTED:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

13416 Hawthorne Bl., Hawthorne, CA 90250

Phone: 424-236-4795 ■ Fax: 866-791-3691 ■ [www.ERSstaffing.com](http://www.ERSstaffing.com)



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## POLICY ACKNOWLEDGEMENT FORM

Please read the following policies carefully to ensure that you understand each policy. Please feel free to contact us if you have any question. By signing your initial after each policy statement below, you agree to abide by these policy guidelines during your employment with Enterprise Resource Services, Inc. (ERS)

### **EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT:**

It has been, and will continue to be, the policy of Enterprise Resource Services, Inc. that it shall be an equal opportunity employer. To assure full implementation of the policy, Enterprise Resource Services, Inc. shall act affirmatively to assure that it will:

- Recruit, hire and promote for all job classifications without regards to race, religion, ancestry, creed, color, national origin, sex, age, marital status, individuals with disabilities, or sexual and affection preferences.
- Base decisions on employment solely upon an individual ability to perform the requirements of the position being filled.
- Ensure that all other personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, company-sponsored training programs, education, tuition assistance, social and recreational programs, will be administered without regard to race, religion, ancestry, creed, color, national origin, sex, age, marital status, individuals with disabilities, or sexual and affection preferences. In keeping with the above policy, Enterprise Resource Services, Inc. will periodically conduct analyses of all personnel actions to ensure equal opportunity.

Employee's Initial \_\_\_\_\_

### **SEXUAL HARASSMENT POLICY STATEMENT:**

The Equal Opportunity Commission has established guidelines setting forth the following criteria by which to determine the unlawfulness of sexual harassment:

#### **Sexual harassment would be considered to exist if:**

- Submission to some "conduct of a sexual nature" is either an explicit or implicit term or condition of employment.
- The harassment has the effect of substantially interfering with the individual's work performance or creating an intimidating, hostile or offensive work environment.
- Submission or rejection serves as the basis for an employment decision.

Sexual harassment has no place in the ordinary course of business and is, in fact, unlawful. Specifically, it must in no way be exercised for purpose of an intimidating effect on employment decisions such as promotion, termination, hiring, training, wage and salary increases, transfer or any matter that affects the ability of an employee to perform job duties.

Every effort should be made to sensitize supervisors and their employees to the differences between purely social overtones and those intended to affect working conditions. It is the right of any employee to make a complaint through any of the complaint procedures within the Company – to the Manager at his/her facility, or to Human Resources at ERS's Corporate Headquarters, 13416 Hawthorne Bl., Hawthorne, CA 90250, (949) 689-4616.

Employee's Initial \_\_\_\_\_

### **POLICY REGARDING ILLEGAL DRUG ABUSE:**

Enterprise Resource Services, Inc. is committed to providing a safe, healthful and efficient work environment for its employees. The company recognizes that the misuse of drugs and alcohol can adversely affect the environment, the job performance as well as the quality of work performed by the employee.

#### ***Prohibitions on the use, sale, distribution, dispensation, manufacture or transfer of illegal drugs***

The use, sale, purchase, distribution, dispensation, transfer, manufacture or possession of unauthorized drugs or controlled substances, using or being under the influence of alcohol on Company premises, including parking areas or any other work site where employees may be assigned during work hours is strictly prohibited.

#### ***Drug Testing: The Company reserves the right to conduct drug testing:***

- a) During pre-employment on applicants for in-house positions with the Company. If the drug test is positive or "medically unqualified", or if the applicant refuses a drug test, the applicant will not be considered for in-house employment.
- b) On employees having access to classified information, as well as other employees who, in its opinion and sole discretion, are in positions involving the health or safety of themselves or other, or whose positions involve a high degree of trust and confidence, and

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- c) On any employee based on reasonable suspicion that the employee may be drug-involved; following workplace accidents or unsafe practices; or as a follow-up procedure where the employee previously has tested positive or has a drug rehabilitation or counseling program.

## **Employee Responsibilities Regarding Conviction Relating to Drug-Related Convictions of State or Federal Law**

Employees who are convicted of drug-related violations of state or federal laws in the workplace or who plead guilty or nolo contendere to such charges must inform the Company within five days of such conviction or plea. Failure to do so will result in disciplinary action, which may include termination from employment for a first offense. Employees convicted or pleading guilty to such drug-related violations must successfully complete a drug abuse assistance or similar program as a condition of continued employment or re-employment.

As a condition of employment, employees must abide by the terms of this policy. An employee testing positive on the drug test or otherwise determined to be drug-involved, will be subject to disciplinary action, which may include termination for a first offense. Such employee will be removed from positions involving access to classified information, national security, the health and safety of others or a high degree of trust and confidence. Any employee found to be in violation of the above will be subject to disciplinary action up to and including termination. Drug test results are kept confidential.

Employee's Initial \_\_\_\_\_

**WORKERS' COMPENSATION INFORMATION / REPORTING ACCIDENTS & INJURIES :** If you are injured on the job, go to any industrial medical clinic or hospital emergency room for treatment. DO NOT PAY any workers' compensation bills. Be sure to supply the clinic with all information which they require so that there will be no delay in processing your workman's compensation claim. REMEMBER, you are an ERS employee; you must contact this office the day of the accident.

Employee's Initial \_\_\_\_\_

## **BENEFIT WAIVER FORM:**

Regardless of my employment status, I understand that I will not be entitled to receive any employee welfare, pension, or fringe benefits of any type from the client company I am placed with through Enterprise Resource Services, Inc. or any affiliate of the company, including without limitation, stock options, bonuses, (i.e. holiday, sick or personal day pay/incentives) vacations, business cards, pharmacy or use of recreational facilities. I have not been given the option of electing to participate in any of the programs from which I am being excluded. I understand the significance of my exclusion from these programs.

Employee's Initial \_\_\_\_\_

## **MEAL (LUNCH) and REST PERIOD POLICY :**

The Fair Labor Standards Act (FLSA) does not require breaks or meal periods be given to workers. Some states may have requirements for breaks or meal periods. For more information, please visit <http://www.dol.gov/whd/state/rest.htm>.

For employees working in CA: The law requires you to take a minimum of half an hour lunch break for everyday that you work at least five (5) hours unless not more than six (6) hours will complete the day's work. Lunch Period hours are unpaid.

Employee's Initial \_\_\_\_\_

## **TIMEKEEPING POLICY :**

It is your responsibility to ensure that your time is recorded correctly (i.e. straight time, overtime or double time hours, job numbers, etc.) signed by you, the employee, (if applicable) and approved by your appropriate manager (signed or electronically approved, whichever applies to you).

ERS processes payroll for all of its employees on a weekly basis. It is your responsibility to ensure that your time is recorded correctly (i.e. straight time, overtime or double time hours, job numbers, etc.) signed by you, the employee, (if applicable) and approved by your appropriate manager (signed or electronically approved, whichever applies to you). All timecards, electronic or paper, must be received by ERS **no later than 11:00 AM on Monday** following the week worked. We advise that you submit your weekly hours to your manager or into the Client's timekeeping system by Friday, in order for your manager or designated / authorized personnel to approve your time on the following Monday morning.

Due to the growth in our payroll, we will not be able to contact you if we do not receive your timecard by the deadline. Any approved timecards received after the 11:00 AM Monday deadline will **not** be processed until the following week's payroll cycle. Please remember it is your responsibility to make sure we receive your approved timecards on time. Please make note of this policy, for it will be strictly enforced. FOR CALIFORNIA EMPLOYEES ONLY: You will need to complete a timesheet for all hours worked.

Employee's Initial \_\_\_\_\_

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**NETWORK AND ELECTRONIC RESOURCES POLICY :** Clients may sometimes authorize you to have access to its computer system, this access is solely for performing services for the Client. You may not access any other computer system, electronic file, software or other electronic services unless specifically required to perform your assignment. Failure to abide by this policy is ground or disciplinary action, up to and including termination. You are not allowed to load onto Client's computers or computer system any software other than software at Client's express request or as approved in writing by the Client prior to loading such software.

Employee's Initial \_\_\_\_\_

**PERSONAL VEHICLE USAGE:**

During your employment with ERS, you may be asked by your supervisor to use your personal vehicle for business involving Enterprise Resource Services, Inc.. Employees who use their own vehicle for company business must carry automobile insurance, which includes liability insurance. If you do not have automobile liability insurance, we request that you not use your vehicle on any company business. To this end, we request that you sign this letter agreeing that should you drive your own automobile on company business, you will at all times carry proper liability insurance. Should you fail to carry proper liability insurance when you are driving your automobile on company business, and you are in an accident, you agree to hold harmless and indemnify ERS & its Clients for all claims, demands, liability settlements, or judgments resulting from such an accident.

Employee's Initial \_\_\_\_\_

**CELLPHONE POLICY :**

Contract Employee who uses a company-supplied device or a company-supplied vehicle is prohibited from using a cell phone or similar device while driving, whether the business conducted is personal or company-related. This prohibition includes receiving or placing calls, text messaging, surfing the Internet, receiving or responding to email, checking for phone messages, or any other purpose related to your employment; the business; our customers; our vendors; volunteer activities, meetings, or civic responsibilities performed for or attended in the name of the company; or any other company or personally related activities not named here while driving. Contract Employee agrees to hold harmless and indemnify Enterprise Resource Services, Inc. and its Clients for all claims, demands, liability settlements, or judgments resulting from an accident failing to adhere to this policy.

Employee's Initial \_\_\_\_\_

**EXTRACURRICULAR ACTIVITIES INFORMATION:**

Please be aware that your participation in any Client or ERS related recreational, social, or athletic activity is voluntary and not a part of any employee's work related duties. Such participation is not mandatory or expected. Further, ERS, or nor our insurance carrier, will not be liable for any injury resulting from such activity.

Employee's Initial \_\_\_\_\_

**END OF ASSIGNMENT POLICY:**

Employee agrees that upon termination of an assignment with any Client, for any reason, Employee will do the following steps:

- **Notify ERS:** As soon as you are aware of and/or receive a notification from your supervisor/manager that notifies you of your last day of assignment, notify Enterprise Resource Services, Inc through the Staffing Specialist or HR Liaison.
- **Final Timesheet:** On your last day on assignment, send your completed final timesheet with approving signature from your supervisor/manager to Enterprise Resource Services, Inc. as soon as possible. This is very important so that we can send your Final Paycheck right away.
- **Return of company property:** Exiting employees are required to turn in all company books and materials, keys, ID badges, computers, cell phones and any other company-owned items.

Employee's Initial \_\_\_\_\_

By my signature below, I acknowledge, understand, accept and agree to comply with all the policies stated in this Policy Acknowledgement Form during my employment with Enterprise Resource Services, Inc.

Employee's Signature: \_\_\_\_\_

Employee's Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



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## EMPLOYEE IDENTIFICATION RECORD

We appreciate your assistance in assessing the success of our recruitment practices and our equal opportunity employment.

The completion of this survey is voluntary. The information will not be filed with your application nor will refusal to complete this survey adversely affect your job opportunities. This information is gathered under the Equal Employment Opportunity Commission, Fair Employment Practices Commission, Department of Rehabilitation guidelines, and Veterans Employment and Training Service.

Name : \_\_\_\_\_  
Last First Middle Initial

Mailing Address : \_\_\_\_\_  
Street City State Zip

Job ID No. : \_\_\_\_\_ Social Security No. : \_\_\_\_\_

Please check one :  Male  Female Birth Date : \_\_\_\_\_

### PLEASE CHECK ONE:

- |  |  |
|--|--|
| <input type="checkbox"/> American Indian or Alaskan Native   | <input type="checkbox"/> Asian or Pacific Islander<br><i>Persons having origins in any of the original peoples of the Far East, Southern Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, Phillipine Islands, Vietnam, Samoa, etc.</i> |
| <input type="checkbox"/> African American/Black/African Descent  |  |
| <input type="checkbox"/> White (not of Hispanic origin)  |  |
| <input type="checkbox"/> Hispanic/Latino<br><i>Persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin</i> |  |

### PLEASE CHECK ALL THAT APPLY:

- Disabled Veteran
- Vietnam Era Veteran
- Other Veteran