

EXHIBIT II
TEMPORARY WORKER AGREEMENT

This Temporary Worker Agreement (the "Agreement") is made this _____ day of _____, 20____
by and among _____, an individual ("Temporary Worker") and
_____, Temporary Worker's employer ("Employer").

WHEREAS, Employer has contracted with Knowledge Services ("MSP"), for Employer to provide certain services, including work performed on a temporary basis by Temporary Worker, to MSP's Customer (defined below); and

WHEREAS, MSP has contracted with the State of Missouri ("Customer") to provide certain services related to Customer's temporary workforce under a program managed by MSP (the "Program"); and

WHEREAS, Temporary Worker may be assigned by Employer to work for Customer on a temporary basis.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Temporary Worker.

- 1.1 Temporary Worker may, in MSP's sole discretion, be engaged to provide services to Customer through the Program as an employee of Employer and not as an employee of Customer. Temporary Worker shall perform all services or work under the Program to the satisfaction of Customer.
- 1.2 Temporary Worker acknowledges and agrees that no employment relationship between Temporary Worker and Customer or between Temporary Worker and MSP is created by this Agreement, the agreement between MSP and Customer, or by Employer's agreement with MSP. Temporary Worker acknowledges and agrees that he or she is not a third party beneficiary of the agreement between MSP and Customer and hereby waives any such rights, which may arise under such agreement between MSP and Customer.
- 1.3 Temporary Worker acknowledges and agrees that Employer shall be solely responsible for all payments to Temporary Worker including payment of compensation, premium payments for overtime, bonuses, and other incentive payments, if any, and payments for vacation, holiday, sick days or other personal days, if any. Temporary Worker acknowledges and agrees that Temporary Worker is not eligible to participate in or receive any benefits under the terms of either MSP's or Customer's pension plans, savings plans, health plans, vision plans, disability plans, life insurance plans, stock option plans, or any other employee benefit plan sponsored by MSP or by Customer.
- 1.4 Temporary Worker acknowledges and agrees that the cash payments and benefits which Temporary Worker receives from Employer shall represent the sole compensation to which Temporary Worker is entitled, and that Employer will be solely responsible for all matters relating to compliance with all employer tax obligations arising from the performance of services in connection with this Agreement. These tax obligations include the obligation to withhold employee taxes under local, state and federal income tax laws, unemployment compensation insurance tax laws, state disability insurance tax laws, social security and Medicare tax laws, and all other payroll tax or similar laws, and in no event shall either MSP or Customer be liable for any such obligations.
- 1.5 Temporary Worker acknowledges and agrees that Customer and MSP shall have no liability of any kind to the Temporary Worker related to payment for the time worked, if any, for Customer pursuant to this Agreement, the agreement between Employer and MSP, or the agreement between Customer and MSP. Temporary Worker hereby waives any claim he or she may have against Customer or MSP related to such payment.

- 1.6 Temporary Worker hereby authorizes the Employer to provide MSP and the Customer access to the Temporary Worker's drug screen results, credit report, criminal background check, motor vehicle driving report. Temporary Worker also hereby authorizes the Employer to promptly release copies of all documents containing such information to the Customer or MSP upon their request. Temporary Worker waives any rights of privacy in such information.

2. **Customer Work Policies and Rules.**

- 2.1 Temporary Worker acknowledges and agrees that during the performance of Temporary Worker's job duties for Customer, Temporary Worker will not violate any of Customer's work rules and policies, including those specified in any code of conduct of Customer or other Customer workplace manual. Temporary Worker shall at all times comply with all rules, policies and procedures of MSP and/or Customer as provided to Temporary Worker by Employer, MSP and/or Customer. Temporary Worker agrees that Temporary Worker shall not harm Customer's equipment, property or inventory (other than ordinary wear and tear), and shall not interfere with Customer's business operations.
- 2.2 Temporary Worker agrees that he or she enters onto Customer's premises at his or her own risk and, to the fullest extent possible under applicable laws, waives any claims he or she may have now or in the future against Customer or MSP for personal injury or property damage arising out of or connected in any way with Temporary Worker's presence on Customer's premises or his or her assignment to Customer.

3. **Confidentiality and Non-Disclosure.**

- 3.1 For purposes of this Section, "Confidential Information" shall include all business or technical information, including proprietary information about costs, Customers, pricing, profits, markets, sales, lists of Customers, employees, potential Customers, potential employees, methods of doing business, plans for future development, information regarding matters of a technical nature, such as scientific, trade and engineering secrets, all "know-how", formulas, designs, secret processes, machines, inventions, computer programs (including documentation of such programs) and research projects, information obtained by examination of any product, design, production equipment or drawings thereof and any other information of a similar nature that is marked "Confidential" or that the Temporary Worker knows or has reason to know is the confidential or proprietary information of Customer or MSP, as the case may be. Notwithstanding the forgoing, Confidential Information shall not include any information that:
 - 3.1.1 is hereafter lawfully disclosed to the Temporary Worker under conditions which do not restrict further disclosure or by a third party which did not acquire the Confidential Information under an obligation of confidentiality to Customer or MSP, as the case may be;
 - 3.1.2 properly came into the Temporary Worker's possession from a third party which is not under any obligation to maintain the confidentiality of such Confidential Information; or
 - 3.1.3 has become part of the public domain through no act or fault of the part of the Temporary Worker.
- 3.2 **Confidentiality.** The Temporary Worker agrees that he or she will:
 - 3.2.1 Maintain in strict confidence all Confidential Information of Customer or MSP, as the case may be;
 - 3.2.2 Use or reproduce the Confidential Information solely as necessary for purposes of providing services as an independent contractor to Customer;
 - 3.2.3 Not remove any copyright notices, trademark notices, or other proprietary legends or indications of confidentiality set forth on or contained in any of the Confidential Information;

- 3.2.4 Immediately notify MSP in writing, who will in turn notify Customer, of any known unauthorized use or disclosure of the Confidential Information, providing a detailed description of the circumstances of the disclosure and the parties involved.
- 3.3 Injunctive Relief. Temporary Worker acknowledges that it is likely to be difficult to value the damages sustained by MSP or Customer, as the case may be, due to any breach of Section 3 herein and that such damages are likely to be substantial or irreparable and the damaged party's remedy at law would be inadequate. Therefore, in the event of a breach of Section 3 herein, in addition to any other relief, MSP or Customer, as the case may be, shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.
- 3.4 Work Product. Temporary Worker acknowledges and agrees that during and incident to Temporary Worker's work for Customer, Temporary Worker may create inventions, discoveries, improvements, computer or other apparatus programs, and related documentation and other works of authorship ("Work Product"), whether or not patentable, copyrightable, or subject to other forms of legal protection. Temporary Worker agrees to assign to Customer all of Temporary Worker's right, title and interest (including rights in copyright) in and to all Work Product Temporary Worker makes, creates or develops, either solely or jointly with others, during Temporary Worker's assignment to Customer. Temporary Worker agrees that the above assignment is binding upon Temporary Worker's estate, administrators, or other legal representatives or assigns.
- 3.5 Excluded Inventions. Temporary Worker shall not be required to assign to Customer any idea, invention, discovery, innovation or improvement which Temporary Worker developed entirely on his or her own time and without the use of any of Customer's equipment, supplies, facility or Confidential Information (as defined above), and which (i) does not relate to Customer's business or to Customer's actual or anticipated research or development, and (ii) does not result from any work performed by Temporary Worker specifically for Customer (the "Excluded Inventions"). In any dispute with respect to these exclusions, the burden of proof shall be on Temporary Worker to show that the exclusion applies.
- 3.6 Work Made for Hire. Any and all Work Product prepared by Temporary Worker for Customer that is eligible for copyright protection shall be a work made for hire on behalf of Customer as that term is used under the United States Copyright Act and ownership of all copyrights in such work shall vest in Customer. If for any reason, any such work shall not be deemed a work made for hire or ownership of such copyrights would not vest in Customer, then Temporary Worker shall transfer all right, title and interest in such work, including all copyrights therein to Customer. In those jurisdictions that deem any work performed on a "Work Made for Hire" basis as giving rise to an employee/employer relationship, the parties specifically agree that this provision shall not apply in such jurisdiction and that Temporary Worker shall continue to be deemed an independent contractor of Customer.
- 3.7 Term. This Agreement shall be effective as of the date first written above, and shall remain in effect notwithstanding Temporary Worker's termination of employment with Employer or termination of Temporary Worker's assignment to Customer.
- 3.8 Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable, then such invalid or enforceable provisions shall be severed, and the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.
- 3.9 Waiver. This Agreement may be amended, or its requirements waived, only by a writing signed by the party against whom enforcement of the waiver or amendment is sought.

- 3.10 Governing Law; Jurisdiction. This agreement shall be governed by the law of the State of Missouri. All parties expressly consent to the jurisdiction of such courts.
- 3.11 Assignment. Neither party's rights or obligations under this Agreement can be assigned without the express prior written consent of (i) the other party hereto, and (ii) MSP. Any attempted or purported assignment of this Agreement without such consent shall be void.
- 3.12 No Inducements. Temporary Worker warrants and represents that he or she has neither provided nor offered to provide any gifts, payments, or other inducements to any officer, employee or agent of MSP or Customer for any purpose. Temporary Worker shall not provide or offer any gifts, payments, or other inducements to any officer, employee or agent of MSP or Customer for any purpose.
- 3.13 Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous negotiations, discussions and understanding of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Worker Agreement as of the date first written above.

Employer

Temporary Worker

By: _____

By: _____

Name: _____

Name: _____

Title: _____