

## PROJECT ASSIGNMENT AGREEMENT

Employee Name: \_\_\_\_\_ Start Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Job Classification: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Reg. Rate: \_\_\_\_\_ OT Rate: \_\_\_\_\_ Per Diem Rate: \_\_\_\_\_ Guaranteed Hours: \_\_\_\_\_

Customer Company: \_\_\_\_\_ Project Manager: \_\_\_\_\_

### Welcome to Strom Engineering Corporation

Strom Engineering Corporation thanks you for your commitment to the objectives of this Project. As part of a team of similarly committed individuals, we shall strive to make this Project fulfilling for our employees and the customer listed above (referred to as the "Customer"). This Project Assignment Agreement will help acquaint you with our company policies and procedures. Throughout this agreement, you, the employee, will be referred to as I, me, you or my; Strom Engineering Corporation will be referred to as Strom or we. ***Please carefully read this document; it is the complete and binding agreement regarding your employment relationship with Strom Engineering Corporation. Failure to comply with the provisions of this agreement may result in disciplinary action up to and including termination.***

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### I HAVE READ THIS CONTRACT THOROUGHLY AND AGREE TO THE FOLLOWING:

1. I accept the above offer of employment with Strom and acknowledge that I am not restricted (by a non-compete agreement or otherwise) from accepting this assignment, except as listed below:  
  
\_\_\_\_\_
2. I agree to abide by all of Strom's policies and procedures, and to conform to all workplace rules and regulations of the facility to which I am assigned. I understand that I may receive instructions from both Strom employees and the Customer's designated representatives, and I agree to follow their directions. I understand that I should address any employment-related concerns with Strom management, not with the Customer.
3. I understand that I am an employee of Strom and that Strom will assign me to perform work on this Project for the Customer. I understand that I may be asked to perform work at Customer's facility. Regardless of the longevity of this assignment, I understand that I am not currently nor will I become an employee of the Customer as a result of this assignment; consequently, I am not entitled, nor will I become entitled to participate in any of the Customer's benefit plans, including, without limitation: paid leave, disability, life insurance, retirement, accidental death and dismemberment, or medical benefits.
4. I agree to immediately notify my Strom supervisor if my job duties, classification or scope of work is significantly changed by the order of a Customer representative.
5. I understand that there is no promise, made or implied, of ongoing employment with Strom or the Customer subsequent to this assignment, and that I may be re-assigned to another of Strom's customers from time to time at Strom sole discretion.

6. I agree that if I am involved in any accident or work-related injury I will report the incident to my Strom supervisor as soon as possible. I also agree that any workers' compensation claim I make for an injury suffered as a result of this assignment will be filed in the state in which I am assigned to work under this Agreement.
7. I understand that I am employed at the will of Strom. I understand that I can be terminated with or without cause at any time during the course of my employment with Strom. I understand that this assignment may end at any time, at or before the end of the Project, and with no advance notice.
8. I agree that during the term of my employment with Strom I will devote substantially all of my work hours and best efforts to Strom's business and will not become associated with, or engage in, any employment other than with Strom. I also agree that during the term of this Project, whether or not I am employed by Strom at the time, I will not (i) engage in any activity, (ii) render any service, or (iii) have a financial interest in any organization that competes with the services Strom provides to the Customer. In addition, I agree that I will not perform services for this Customer, either directly or through a third party, or solicit Strom employees for a period of one (1) year after the termination of this Project.
9. I understand that, without a written agreement to the contrary, I will be entitled to no compensation or benefit other than the above-referenced per diem rate and hourly pay rate, with any mandatory modifications as applicable (such as overtime premium), for the hours I actually work. If a guaranteed hour amount is indicated above, I understand that it is a "per seven-day-week" amount and only applies to weeks in which I have been deployed to Customer's facility. I also understand that those guaranteed hours will be pro-rated during the first and last workweek of my assignment by dividing the number of days I am assigned during those weeks by seven. A pro-rated reduction in the guarantee will also apply for days in which I fail to work as assigned. Notwithstanding anything contained herein to the contrary, the guarantee will not apply to the final week of my assignment if i) I voluntarily quit, ii) I'm terminated for unsatisfactory job performance, or iii) I'm terminated for cause.
10. I understand that if my job duties change from the classification listed above, my hourly pay rate may change too, and that it is up to me to verify with my Strom supervisor what the pay rate is for my new classification. My hourly pay rate and per diem rate may also change due to the various vicissitudes occurring throughout the Project.
11. I understand that Strom may, from time to time and at its sole discretion, elect to pay remuneration in excess of what is required by the previous section, but that any such payments are wholly voluntary and shall not in any way affect, alter or obligate Strom to make any excess payments thereafter, regardless of the duration of the voluntary payments Strom previously elected to make.
12. I understand that I have made a commitment to complete this Project. I understand that if my assignment is terminated prior to the Project's end, I will receive no monies other than for hours previously worked, if any are owed. I understand that if I elect to terminate this assignment for any reason, I will provide written notice to my Strom supervisor *and* I will receive written acknowledgement of receipt of the notice from my Strom supervisor prior to leaving the assignment. **I agree that if I fail to provide proper notice upon quitting this assignment, I will receive no monies other than for hours previously worked, if any is owed, and that Strom may reduce my pay rate(s) for any such hours to the applicable federal or state minimum wage rate.**
13. I understand that, if qualified, I shall receive per diem for each day I am assigned to the Project, including days when I am not scheduled to work; provided, however, that I shall not receive per diem for days I fail to work as scheduled, days I am not scheduled to work unless I work as scheduled on the

days immediately preceding and following the scheduled day(s) off, and days I am on a leave of absence. I understand that if my residence changes from what was reported on my W-4, I will immediately report the change to Strom, as it may affect my eligibility to receive per diem.

14. I understand that if I will be late for or unable to report to an assignment, for any reason, I will contact my Strom supervisor as expeditiously as possible.
15. **I agree that by signing this Agreement I am authorizing Strom to setoff from any monies owing (including earned wages) any amounts given to me in error and any advances given to me for prospective wages, per diem and/or expenses to the extent that I (i) do not subsequently earn such wages or per diem, or (ii) do not incur or fail to pay such expenses during the course of this assignment. If monies owed to me by Strom are insufficient to repay advances, I understand that I am personally liable to Strom for any deficiency.**
16. I understand that my assignment may require crossing a picket line during a labor dispute. If my assignment does require crossing a picket line, I agree to abide by all laws and safety regulations associated with that activity. In addition, I will take no action (other than actions required to fulfill my assignment) to intentionally provoke or incite any response or action from any representative of the picketing group.
17. I understand that if I am required to remit a signed time record at the end of each week that time record will properly reflect the compensable hours I worked during that week. I understand that I will verify my time record to my supervisor by 11:59 a.m. the day following the end of the work week. I understand that no payroll checks will be issued without a properly completed time record.
18. I understand that during the course of my assignment I may receive or become aware of confidential and/or proprietary information relating to Strom or the Customer (referred to as applicable as the "Disclosing Party"). I will do my utmost to prevent the disclosure of such confidential and proprietary information to unauthorized persons, and I will not use the information for any purpose other than to the extent necessary to fulfill my obligations under my assignment. Confidential information includes, but is not limited to, information relating the Disclosing Party's operations, including business and marketing plans, customer relations, financial information, employment-related information, employee data, processes, products, equipment, trade secrets, software, and any information resulting from my assignment. I agree not to make copies, audio or video recordings, or any other tangible record of any such information without the Disclosing Party's written consent. I understand that all writings, documents or other material, whether originals or copies, that contain information subject to the protections of this section will remain the property of the Disclosing Party and I will return the information upon request of the Disclosing Party.

**I agree that due to the sensitive nature of the work environment to which I will be assigned I shall refrain from disclosing, directly or indirectly, any information regarding the nature of my employment to any individual (except other Strom employees) working at my assigned location. Such information includes, but is not limited to, my wages and/or benefits. *Failure to comply with this provision may result in my immediate termination.***

initials

19. I agree to communicate to Strom all inventions, discoveries, designs, computer programs, algorithms, technical data and information (collectively referred to as "Discoveries") made or conceived of by me (solely or in collaboration with Strom or the Customer personnel) resulting from my assignment. I

understand that the Discoveries, whether communicated to Strom or not, are works for hire and shall become and remain the property of Strom or the Customer. At the request of Strom, I shall execute any and all documents which Strom may deem necessary to assign or to convey the sole and exclusive right, title and interest in and to such Discoveries to Strom or the Customer. I hereby irrevocably waive all rights to the Discoveries including, but not limited to, moral rights, all rights of privacy and publicity.

I agree that I will not sue Strom or the Customer for infringement of patents, copyrights, trade secrets or other proprietary rights arising from the sale or use of products, processes or software utilizing the information, design, or services I furnished as part of my assignment. I further agree that I will not knowingly infringe the patent, copyright, or trade secret rights of third parties in the performance of my assignment, and I agree to advise Strom if I become aware that Strom or the Customer's use of the results of my assignment would violate rights of third parties. I warrant that rights of any third parties will not knowingly be infringed by products, processes or software utilizing the information, design, or services delivered under my assignment which are used by Strom or the Customer in the manner contemplated under my assignment; provided, however, that no warranty is extended with respect to patent rights which have not been published at the time of initiations of my assignment.

20. I agree that if one or more provisions contained in this Agreement shall be deemed invalid, illegal or unenforceable in any respect, that finding shall not affect any other provision of this Agreement, and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.
21. I agree that the laws of the State of Minnesota (without giving effect to its conflicts of law principles) govern all matters relating to this Agreement, including torts.
22. I understand that both parties agree to bring any legal action or proceeding against the other party, arising out of or relating to this Agreement, in the United States District Court for the District of Minnesota or in Minnesota District Court sitting in the Fourth Judicial District. I understand that both parties hereby waive, to the fullest extent permitted by law: (a) any objection to the laying of venue of any legal action or proceeding, arising out of or relating to this Agreement, in the above-referenced courts, and (b) any claim that any such legal action or proceeding has been brought in an inconvenient forum.
23. I understand that both parties agree to submit to the nonexclusive jurisdiction of: (a) the United States District Court for the District of Minnesota and its appellate courts, and (b) Minnesota District Court sitting in the Fourth Judicial District and its appellate courts, for the purposes of all legal actions and proceedings arising out of or relating to this Agreement.

Strom is a drug-free workplace. Any use of alcohol or illegal use of drugs that, in Strom's judgment, impairs job performance could result in immediate termination. Strom has instituted a drug and alcohol testing program for its employees. According to this program, all prospective employees will be notified if the position they are interested in will require drug and alcohol testing. All drug and alcohol testing will be performed after a conditional offer of employment has been made. Additional testing may also be required during employment depending upon your job classification and the Customer's requirements.

Strom is an equal opportunity employer. Strom maintains and enforces policies against harassment and discrimination. We create and maintain a work environment that is in compliance with various human rights acts that are designed to permit and encourage employees to achieve their highest level of personal productivity. If you become aware of any instances of harassment or discrimination, please contact your Strom supervisor in accordance with our policies. If for any reason you feel uncomfortable reporting this to your supervisor, you may contact Strom's General Counsel at 1-952-544-8644, or you may leave a message for us by contacting 1-844-566-2115 or [employeecontact@stromengineering.com](mailto:employeecontact@stromengineering.com).

I acknowledge that I have been given a copy of Strom's harassment and discrimination policy. Strom will not retaliate against any employee for making a bona fide complaint.

Please disclose the existence and terms of any court ordered child support and medical support obligations that are required to be withheld from income.

Are you subject to court-ordered withholding for child support or medical support? Yes \_\_\_\_\_ No \_\_\_\_\_

Date of order: \_\_\_\_\_ State & County Issued: \_\_\_\_\_

Court order No.: \_\_\_\_\_ Amount: \_\_\_\_\_ Frequency: \_\_\_\_\_

I understand that this document shall be the entire understanding and agreement between the parties concerning the subject matter set forth herein. Any prior agreements, understandings, covenants, promises, warranties and representation, oral or written, express or implied, not incorporated herein are superseded by this Agreement. This Agreement may not be amended, modified, altered, supplemented or changed in any way except in writing, signed by the parties and attached hereto as an amendment. **THE ABOVE-NAMED PROJECT MANAGER IS THE ONLY INDIVIDUAL AT THE ASSIGNMENT SITE WITH THE AUTHORITY TO AMEND THIS AGREEMENT—NO PROJECT COORDINATOR, SUPERVISOR, TEAM LEADER OR ANY OTHER PERSON HAS THE AUTHORITY TO MAKE CHANGES TO THIS AGREEMENT. ANY PURPORTED AMENDMENT TO THIS AGREEMENT MADE WITHOUT THE EXPRESS WRITTEN ASSENT OF THE PROJECT MANAGER IS INVALID.**

Signed: \_\_\_\_\_  
*Employee' signature*

Signed: \_\_\_\_\_  
*Strom Coordinator's signature*

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_