

**Leal Workforce Solutions,
A Series of Leal Ventures, LLC.**

New Employee Packet

1214 East Denman Ave., Lufkin, TX 75901

**Leal Workforce Solutions,
A Series of Leal Ventures, LLC.**

Acknowledgment of Receipt for Employee Handbook.

I acknowledge that I have RECEIVED a copy of the Employee Handbook. I understand that I am responsible for reading and understanding the information contained in the Handbook.

I understand that the handbook is intended to provide me with a general overview of the company's policies and procedures. I acknowledge that nothing in this handbook is to be interpreted as a contract, expressed or implied, or an inducement for employment, nor does it guarantee my employment for any period of time.

I understand and accept that my employment with the company is at-will. I have the right to resign at any time with or without cause, just as the company may terminate my employment at any time with or without cause or notice, subject to applicable laws. I understand that nothing in the handbook or in any oral or written statement alters the at-will relationship, except by written agreement signed by the employee and Owner/Authorized Representative of Leal Workforce Solutions.

I acknowledge that the company may revise, suspend, revoke, terminate, change or remove, prospectively or retroactively, any of the policies or procedures of the company, whether outlined in this handbook or elsewhere, in whole or in part, with or without notice at any time, at the company's sole discretion.

(Signature of Employee)

(Date)

(Company Representative)

Leal Workforce Solutions, A Series of Leal Ventures, LLC.

Employee/Contractor Acknowledgment

I, the undersigned employee/contractor of Leal Workforce Solutions, a Series of Leal Ventures, LLC, a Texas limited liability company, **do hereby acknowledge, agree to, and understand all the following:**

- I am an employee/contractor of Leal Workforce Solutions, which is a series of Leal Ventures, LLC, a Texas series limited liability company.
- I am not an employee/contractor of Leal Ventures, LLC.
- I am not an employee/contractor of any other series of Leal Ventures, LLC, besides Leal Workforce Solutions.
- Leal Workforce Solutions is a labor service that assigns labor and personnel to various businesses, including Leal Construction Group, Leal Equipment, Leal Stone Yard, and Leal Landscaping & Sprinklers; however, I am not an employee/contractor of any of these businesses nor am I an employee/contractor of any other business to whom Leal Workforce Solutions provides labor and personnel;
- I am not entitled to compensation from any entity other than Leal Workforce Solutions;
- I am not entitled to employee/contractor benefits, if any, from any entity other than Leal Workforce Solutions;
- I am not entitled to workman's compensation insurance from any entity other than Leal Workforce Solutions;
- I do not have a contract for employment with Leal Workforce Solutions; and
- My employment with Leal Workforce Solutions is at-will and may be terminated by Leal Workforce Solutions or by me at any time, with or without cause, and with or without notice.

Employee Printed Name

Employee Signature

Date

**Leal Workforce Solutions,
A Series of Leal Ventures, LLC.**

Employee Probation Agreement

I, _____, understand that the first thirty-five (35) days of my employment will be a training/probationary period. At all times during the 35-day period the Company will be evaluating my work. If management determines, for any reason, I am not performing my job responsibilities adequately, I understand they have the right to terminate my employment.

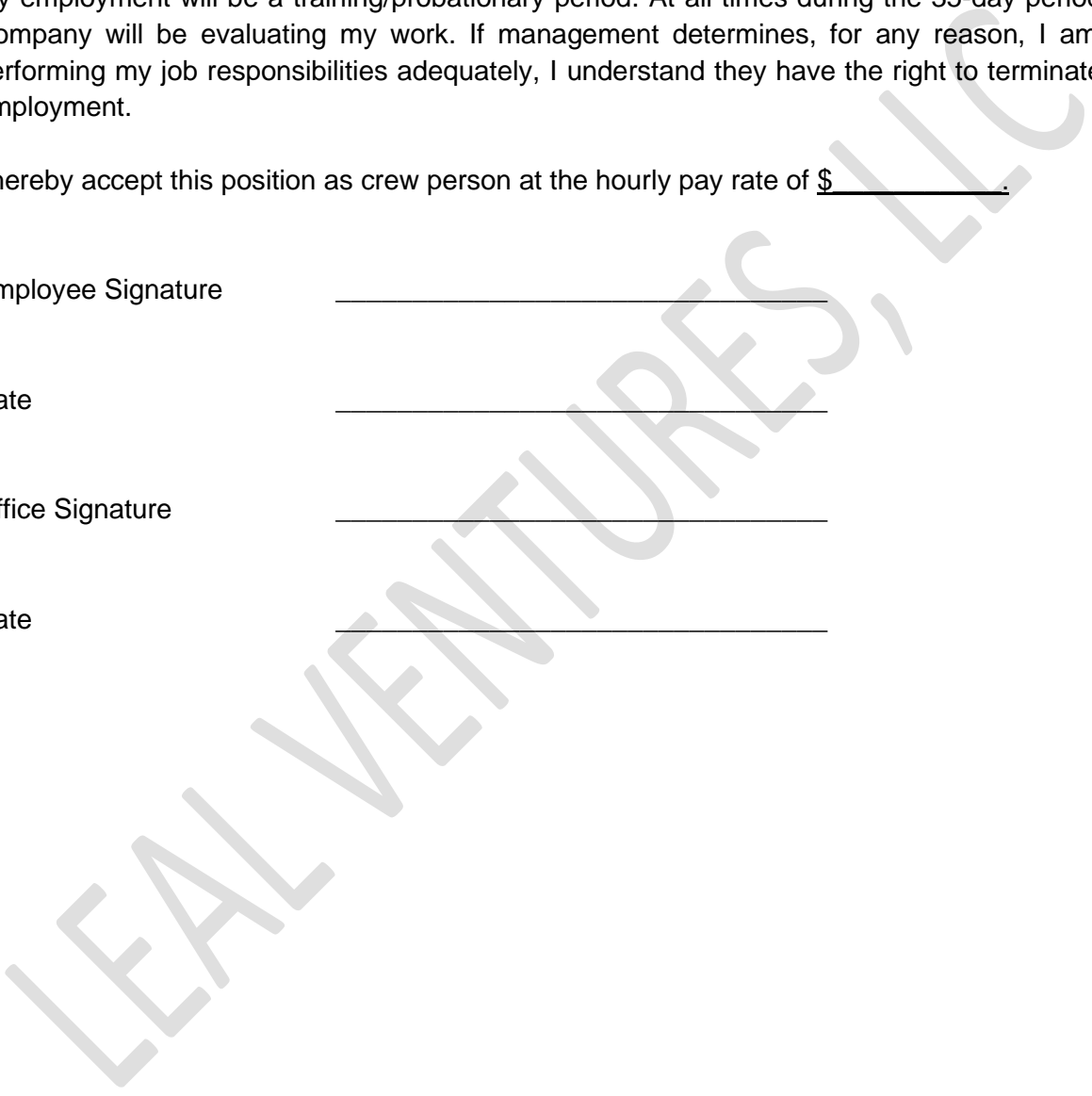
I hereby accept this position as crew person at the hourly pay rate of \$ _____.

Employee Signature _____

Date _____

Office Signature _____

Date _____



**Leal Workforce Solutions,
A Series of Leal Ventures, LLC.**

Employee Emergency Contact Information

Employee Name _____
Address _____
Home Phone _____
Cell Phone _____
Email _____

Emergency Contact Information

Contact Name _____
Relationship _____
Address _____
Home Phone _____
Cell Phone _____
Email _____

Contact Name _____
Relationship _____
Address _____
Home Phone _____
Cell Phone _____
Email _____

- I have voluntarily provided the above contact information and authorize Leal Workforce Solutions and its representatives to contact any of the above on my behalf in the event of an emergency.
- I authorize Leal Workforce Solutions to have an ambulance transport me to the Emergency Room if it is deemed necessary – _____

Medical/Health Conditions: _____

Employee Signature

Date

**Leal Workforce Solutions,
A Series of Leal Ventures, LLC.**

Payroll Permission Form Waiver – Recurring

Payday falls on Mondays, or Tuesday if Monday is an observed holiday in which the office is closed. However, all EMPLOYEES that *work the ENTIRE SCHEDULED hours on Friday* may receive their paycheck after 4:00 pm Friday afternoon. Exceptions to this rule must be pre-approved or have written confirmation of absence (doctor note, court note, etc.). NO OTHER EXCEPTIONS.

Checks may be released to any party designated by the employee with prior written consent by the employee on Monday (or Friday after 4:00 pm ONLY if the employee has met the “Friday workday” requirements).

To be completed by employee PRIOR to release of **Payroll Checks** to someone other than the employee.

I, _____, authorize Leal Workforce Solutions to release my paycheck with the following conditions:

- I understand that the person(s) listed below is authorized to pick up my paycheck with no additional notice from me.
- I understand that the person(s) listed below MUST present ID until he/she is known in the office.
- I understand that my check will NOT be released FOR ANY REASON to anyone not listed below.
- Final checks will be issued to EMPLOYEE ONLY due to exit paperwork needing signature, unless otherwise authorized.
- This form will be kept on file permanently for future reference and will only expire when a new form is submitted.

Person(s) Authorized to Pick Up My Paycheck:

| | |
|----|----|
| 1. | 3. |
| 2. | 4. |

Employee Signature

Date Signed

**Leal Workforce Solutions,
A Series of Leal Ventures, LLC.**

Drug Screening Consent Form

I have applied for employment with the Company in a position that requires me to operate an automobile/truck and/or other machinery. As a condition for my application being considered as well as employment retention, I understand and agree to undergo substance screening. I understand that if my test results are positive, I may not be considered further by the Company for a position and shall be responsible for the cost of screening.

I hereby authorize any physician, laboratory, hospital or medical professional retained by the Company for screening purposes to conduct such screening and to provide the results to the Company, and I release the Company and any person affiliated with the Company and any such institution or person conducting the screening, from liability thereafter.

Applicant's signature: _____

Applicant's name: _____

Date: _____

LEAL VENTURES, LLC

Leal Workforce Solutions, A Series of Leal Ventures, LLC.

Pre-Existing Condition Declaration Form

In accordance with section 82(7)-(9) of the *Accident Compensation Act 1985 (Vic)* ("the Act"), you are required to disclose any or all pre-existing injuries, illnesses or diseases (pre-existing conditions) suffered by you which could be accelerated, exacerbated, aggravated or caused to recur or deteriorate by you performing the responsibilities associated with the employment for which you are applying with the Employer ("the employment").

In making this disclosure, please refer to the attached position description, which includes a list of responsibilities and physical demands associated with the employment.

Where you have a pre-existing condition, consideration will be given to reasonable modification to the environment or tasks if possible or practicable.

Please note that, if you fail to disclose this information or if you provide false and misleading information in relation to this issue, under section 82(8) and section 82(9) of the Act you and your dependents may not be entitled to any form of workers' compensation as a result of the recurrence, aggravation, acceleration, exacerbation or deterioration of a pre-existing condition arising out of, in the course of, or due to the nature of your employment.

Please also note that the giving of false information in relation to your application for employment with the Employer may constitute grounds for disciplinary action including termination of your contract.

EMPLOYEE DECLARATION

I, _____, declare that:

- ✓ I have read and understood this form and the attached position description and have discussed the employment with the Employer. I understand the responsibilities and physical demands of the employment.
- ✓ I acknowledge that I am required to disclose all pre-existing conditions which I believe may be affected by me undertaking the employment.
- ✓ I acknowledge that failure to disclose this information or providing false and misleading information may result in invoking section 82(7)-(9) of the *Accident Compensation Act 1985 (Vic)* which may disentitle me or my dependants from receiving any workers' compensation benefits relating to any recurrence, aggravation, acceleration, exacerbation or deterioration of any pre-existing condition which I may have arising out of, in the course of, the employment.

Please mark whichever of the following statements is applicable:

- I have suffered no prior injuries that may recur or deteriorate, accelerate or be exacerbated or aggravated by the employment.

OR

- I have suffered the following conditions that may recur or deteriorate, accelerate or be exacerbated or aggravated by my employment.

Please list details of all pre-existing conditions

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.....

- I acknowledge and declare that the information provided in this form is true and correct in every particular.

.....
Employee Signature

.....
Print name of employee

.....
Witness Signature

.....
Print name of witness

Date:

**Leal Workforce Solutions,
A Series of Leal Ventures, LLC.**

Employee Non-Compete Agreement

This Agreement, when signed and witnessed below, shall constitute an agreement regarding defined non-compete, confidential and proprietary information and trade secrets, hereinafter referred to as "Confidential Information," relating to the business of Leal Ventures, LLC., hereinafter referred to as the "Company" or the "Disclosing Party," located at 1214 East Denman Avenue, Lufkin in the State of TX in the zip code 75901 and _____, hereinafter referred to as the "Recipient" located at _____ in the State of TX in the zip code _____, hereinafter referred to collectively as the "Parties," as of the date executed, thus known as the "Effective Date."

It shall be incumbent upon the Recipient to strictly maintain the confidentiality of the Proprietary Information. Proprietary information may be shared amongst the Parties for use in scoping, estimating and completing any and all work or projects for the Company and its clients.

NON-COMPETE

Throughout the duration of this agreement the Recipient shall not, in any manner, represent, provide services or engage in any aspects of business that would be deemed similar in nature to the business of Leal Ventures, LLC or any of its series companies without the written consent of Leal Ventures, LLC.

The recipient warrants and guarantees that throughout the duration of this agreement and for a period not to exceed 1 year following the culmination, completion or termination of this agreement, that s/he shall not directly or indirectly engage in any business that would be considered similar in nature to with Leal Ventures, LLC., its subsidiaries, and any current or former clients and/or customers within a 25-mile radius of Lufkin, TX. Nor shall the Recipient solicit any client, customer, officer, staff or employee for the benefit of himself/herself or a third party that is or may be engaged in a similar business.

CONFIDENTIAL INFORMATION

By definition herein, "Confidential Information" shall mean any and all technical and non-technical information provided by Leal Ventures, LLC., including but not limited to, any data, files, reports, accounts, or any proprietary information in any way related to products, services, processes, database, plans, methods, research, development, programs, software, authorship, customer lists, vendor lists, suppliers, marketing or advertising plans, methods, reports, analysis, financial or statistical information, and any other material related or pertaining to any business of Leal Ventures, LLC., its subsidiaries, respective clients, consultants or vendors that may be disclosed to the Recipient herein contained within the terms of this Agreement.

The Recipient shall not in any manner or form, at any time disclose, reveal, unveil, divulge or release, either directly or indirectly, any aforementioned proprietary or confidential information for personal use or for the benefit of any third party and shall at all times endeavor to protect all Confidential Information belonging to the Company, including but not limited to: posting pictures from job locations on any social media outlets. However, recipient may “like” and/or share posts from Company.

INJUNCTIVE RELIEF

The Recipient herein acknowledges (i) the unique nature of the protections and provisions established and contained within this Agreement, (ii) that the Company shall suffer irreparable harm if the Recipient should breach any of said protections or provisions, and (iii) that monetary damages would be inadequate to compensate the Company for said breach. Therefore, should the Recipient cause a breach of any of the provisions contained within this Agreement, and then the Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce said provisions.

ENTIRE AGREEMENT

This Agreement shall be considered a separate and an independent document of which it shall supersede any and all other Agreements, and there are no other assurances or conditions in any other instrument, either oral or written, between the parties hereto. This Agreement may be modified only by a subsequent written agreement signed by both parties.

SEVERABILITY

In the event any term, condition, or provision of this Agreement is deemed or held to be invalid or unenforceable for any reason, those remaining terms, conditions and provisions shall remain valid and enforceable. Should a court of law determine that any term, condition or provision of this Agreement is invalid or unenforceable, but that by limiting such term, condition or provision it would become valid and enforceable, then such term, condition and/or provision shall be deemed to be written, construed and enforced as so limited.

WAIVER

If either party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

GOVERNING LAW

This Agreement is to be construed pursuant to the current laws of the State of Texas. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of Texas, in the County of Angelina.

IN WITNESS WHEREOF, the parties hereto have caused this Non-Compete Agreement to be executed by a duly authorized representative of such party and of such party as of the effective date executed by the signature of both parties.

Leal Ventures, LLC.
1214 East Denman Avenue
Lufkin, TX 75901

Employee

(Signature)
Armando Leal or Melinda Leal
LLC Member

(Signature)

(Date Executed)

(Date Executed)

