

# COMFORCE®

COMPANY NAME		WEEK ENDING SUNDAY				
ADDRESS		CITY				
JOB TITLE		JOB NUMBER				
HOLD MY CHECK MAIL MY CHECK		SOCIAL SECURITY NUMBER				
AVAILABLE FOR WORK?		EMPLOYEE NAME				
WHEN AVAILABLE?		EMPLOYEE SIGNATURE				
I certify that these hours were worked by me during the week ending shown above, and were properly verified by an authorized representative of the client.		X				
DAY	DATE	HOURS TO NEAREST A HOUR				
		START	FINISH	LESS LUNCH	REG. HOURS	O.T. HOURS
MON.						
TUES.						
WED.		DRAW LINE THROUGH DAYS				
THUR.		DRAW LINE THROUGH DAYS				
FRI.		DRAW LINE THROUGH DAYS				
SAT.		DRAW LINE THROUGH DAYS				
SUN.		DRAW LINE THROUGH DAYS				
FOUR (4) HOUR MINIMUM PER EMPLOYEE PER DAY				REG. HOURS	OVERTIME	
				HRS MIN	HRS MIN	
CLIENT PLEASE NOTE: WRITE TOTAL DAYS WORKED ON BACK HERE			TOTAL HRS. TO NEAREST QUARTER			
CLIENT YOUR SIGNATURE CERTIFIES THAT DAYS SHOWN ARE CORRECT. WORK WAS DONE SATISFACTORILY, AND YOU AGREE TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THE CLIENT COPY.						
CLIENT				DEPT.		
AUTHORIZED SIGNATURE				TITLE		
X						
IS THE EMPLOYEE CONTINUING THIS ASSIGNMENT? YES <input type="checkbox"/> NO <input type="checkbox"/>						

MAIL OR DROP OFF TO LOCAL OFFICE.

## TERMS AND CONDITIONS

COMFORCE Operating Inc. and its affiliates and subsidiaries (collectively "COMFORCE") and the Company and its affiliates and subsidiaries (collectively "Client") whose name appears on the reverse side of this Employee time card hereby agrees to the following terms and conditions in connection with COMFORCE'S supplying supplemental staff to the client.

- Client represents that the individual who signs the Client Approval on this Employee time card is an authorized representative and agent acting on behalf of the Client. Further, by having its authorized representative and agent sign this Employee's time card the Client certifies that the hours worked by Employee are true and correct and the work was performed in a satisfactory manner. COMFORCE does not warrant or guarantee Employee's technical expertise or ability to obtain any specific results.
- The parties agree that any call-back of the Employee directly or indirectly whose name appears on this Employee time card, on either a temporary or permanent basis within one year after the Employee's termination date will be through COMFORCE.
- Client acknowledges and agrees that COMFORCE incurs substantial advertising, recruiting, screening, testing and training expenses in connection with the Employee. Because of such expense and consideration for the services rendered by COMFORCE, the parties agree that Client shall pay COMFORCE the sum of 1% per \$1,000.00 (not exceeding 30%) of the Employee's annual compensation, if the Client hires the Employee either directly or indirectly within one year after the Employee's last day of service to the Client through COMFORCE. Employee agrees to obtain written consent from COMFORCE prior to accepting employment directly or indirectly with Client before the expiration of the conversion period.
- Since the Employee is reporting directly to the Client, Client shall not allow Employee to handle cash, negotiable instruments, or other valuables or to be entrusted with unattended premises. Client further agrees that COMFORCE will have no responsibility or liability for physical loss or damage to the Client's machinery, equipment or material in the care, custody, or control of COMFORCE, its agents or employees. The parties also agree that Client is fully and solely responsible for bodily injury, property damage, fire, theft, collision or liability for damage or claims arising out of the operation by a COMFORCE employee of Client motor vehicle, whether owned or rented. Further, COMFORCE is not responsible for liability or bond insurance claims unless such claims are reported to COMFORCE in writing by Client within in ten (10) days after occurrence.
- Client represents that its work site complies with all OSHA and other applicable rules and regulations. Client represents that COMFORCE Employees will be/are included in Client's safety programs and/or hazardous materials training.
- The parties agree that the charges due for supplemental staff are to be paid upon receipt of COMFORCE'S invoice, and the Client agrees to pay promptly all charges upon said receipt. If COMFORCE is required enforce payment of the charges identified in the paragraph and in paragraph 3 above, the Client agrees that COMFORCE is entitled to recover all of its expenses incurred in collection, including all of its reasonable attorney's fees. If any other litigation is commenced between the parties concerning the terms of this agreement, or the rights and duties of either party under this agreement, the prevailing party is entitled to recover its reasonable attorney's fees and any costs incurred in such litigation.
- In the event the Client or COMFORCE employee copies or telecopies this time card in Lieu of returning original to COMFORCE, the Client agrees to adhere to all terms and conditions set forth herein.
- The validity of the agreement and any provision thereof shall be determined under and be construed according to the laws of the state of New York.
- If COMFORCE should enter into a formal written agreement with Client company prior to the commencement of any COMFORCE employees, such agreement shall supersede the above.