

703 Thimble Shoals Blvd. Ste. B-1 Newport News, VA 23606 <b>THE LEE GROUP</b> <b>EMPLOYEE TIME CARD</b>			DATE	TIME IN	TIME OUT	LUNCH TOTAL	TOTAL HOURS	AUDIT (Office Use)	
SSN			SUN						
Last Four			MON						
Employee Last Name First MI			TUE						
Employee Address			WED						
City State Zip Code			THUR						
Company Name Dept & Shift			FRI						
<b>EMPLOYEE AGREEMENT</b>			SAT						
I certify that I have worked the hours as shown on this time card and further certify that I have not observed an accident nor sustained an injury while working on this assignment and agree to comply with the terms and conditions of employment with The Lee Group as outlined on the back of this time card.			Total hours in written form:						
			Example: <i>Twenty Seven hours and 15 minutes</i>						Rev 1/11
			<b>CUSTOMER AGREEMENT</b>		I have read and understand the terms and conditions of my obligations under this contract with The Lee Group as specified on the back of this employee time card.				
<b>EMPLOYEE'S SIGNATURE</b>		<b>DATE</b>	<b>CUSTOMER'S SIGNATURE</b>		<b>DATE</b>		1. Due in by Noon Monday 2. Do not write in AUDIT column 3. FAX to: 873-3908		

**FOR OUR EMPLOYEE:**

- I agree that upon the completion of this assignment, I shall promptly return to The Lee Group any equipment, uniforms, or advances given to me by The Lee Group in conjunction with this assignment. Failure to do so, should The Lee Group be forced to take legal action to retrieve any such items, will obligate me for the cost of any attorney fees and other reasonable collection costs associated with such legal action to recover company property.
- I understand that this time card is the official record of hours worked by me while on this assignment and is not valid unless signed by both me and an authorized representative of the customer. I understand that if this time card is not presented to The Lee Group within three weeks of the week in which this assignment ended, The Lee Group will not be responsible for payment for any hours shown hereon.
- I agree during the course of this assignment to comply with all work rules and regulation of The Lee Group and the customer including the proper use of any required safety equipment.
- I understand that this time card when signed by me and the customer creates no employment relationship between us and that I am an employee of The Lee Group during this assignment.
- I certify that the signatures that appear on the front of this time card are authentic. Any violation of this is fraud.
- I certify that I have not observed an accident nor sustained an injury while working on this assignment.

**FOR THE CLIENT:**

- CLIENT, for itself, affiliates, subsidiaries, parents and their officers and employees, agrees to be bound by the following:
- As the employer, The Lee Group must also comply with the Fair Labor Standards Act and Client understands that The Lee Group will be required to pay its non-exempt employees at time and one-half for any hours worked over 40 in any given week. Client agrees to pay The Lee Group at one and one half (1 1/2) times the hourly bill rate for all such overtime worked.
  - If Client retains any assigned employee for a period of at least (4) four hours and fails to advise The Lee Group of any complaints regarding the assigned employee, Client is responsible for paying all fees due for all services performed by the assigned employee. Client shall immediately notify The Lee Group of the completion or termination of an assigned employee's assignment.
  - Client acknowledges that The Lee Group has incurred substantial recruitment, screening, training, administrative and marketing expenses with respect to the employees assigned to Client, and that the identity, telephone number, address, skills, qualifications, preferences and work history of the employees assigned constitutes trade secrets of The Lee Group. Accordingly, Client agrees not to directly or indirectly employ, offer to hire, hire, or engage as an independent contractor any employee assigned to Client by The Lee Group during any such assignment and for a period of 180 days after completion of such assignment, except with the express prior written consent of The Lee Group. Client also agrees not to permit or cause any such employee assigned to provide services to Client while on the payroll of any other firm for a like period, without the express prior written consent of The Lee Group. If Client violates this paragraph, Client promises to pay to The Lee Group, as liquidated damages and not as a penalty, the sum of \$3,000.00 for each employee assigned or 25% of each such assigned employee's annualized compensation, whichever sum is greater.
  - Client will not allow any employee on assignment from The Lee Group to operate any motorized vehicle without prior written permission from an officer of The Lee Group. If Client requests that an employee assigned from The Lee Group operate any motorized vehicle owned, leased, or rented by Client, and an officer of The Lee Group gives permission, (1) Client agrees to instruct the employee on any unique operational aspects of such vehicles prior to operation, and (2) The Lee Group will not be responsible for any physical damage to the vehicle or any costs related to fire, theft, collision, damage to the vehicle's cargo, or claims by other employees of Client or any third parties for any injuries or damage to their property as a result of The Lee Group employee's operation of the vehicle.
  - Because Client directs the activity of The Lee Group employees assigned to them, Client agrees to instruct and train The Lee Group employees on the proper use and care of such machinery, equipment, and material prior to operation. The Lee Group is not responsible and has no liability for damages to machinery, equipment, or other material owned, rented, or leased by Client which is being operated by or in control of The Lee Group employees acting under the direction of Client.
  - The Lee Group will not be liable for any claims related to any design or product liability claim related to goods or services worked on by The Lee Group employees under the direction of Client.
  - Client agrees to provide a safe work environment for The Lee Group employees and that all work practices and any protective equipment utilized during this assignment are in conformance with OSHA and other applicable federal, state, or local regulations governing Client type of business. Should any employee assigned from The Lee Group be injured or suffer occupational illness while on assignment to Client, and such injury or illness is found to be a result of Client violation of any laws or regulations of OSHA or any other federal, state, or local agency that by law regulates safety and health conditions in the workplace, The Lee Group's Workers' Compensation Carrier has the right to subrogate any claims for benefits as the result of such injury or illness to Client and/or Client insurance carrier, or in the absence of such subrogation, Client agrees to reimburse the Lee Group for any and all weekly indemnity payments, lump sum payments, or medical expenses which The Lee Group has paid on behalf of such employee as a result of such injury. The Lee Group shall not be responsible for any claims, fines, or other actions taken against Client as a result of any OSHA or other regulatory agency regulation during the course of the assignment of The Lee Group employee.
  - Client agrees not to allow any employee on assignment to them from The Lee Group to transact any business involving the handling of cash, negotiable instruments, or other items of value without prior written permission from The Lee Group. Client also agrees not to issue to any employee assigned from The Lee Group keys or other methods of access to safes, secure buildings, or other areas of Client premises where valuables may be stored that are not generally accessible to Client employees without written permission from The Lee Group.
  - The Lee Group's invoices reflect payroll already paid to The Lee Group's employees for services provided to Client. Client agrees to payment terms of Net Due Upon Receipt of invoice, and that late charges will accrue on unpaid balances after 10 days from the date of receipt of the invoice at the rate of 1 1/4 % per month (Annual Percentage Rate of 18%) or the maximum legal interest rate, whichever is higher. Client specifically agrees to pay the late charge. If The Lee Group is forced to take legal action or other action necessary to collect any unpaid balances from Client, and if The Lee Group is found to be the prevailing party as a result of such action, Client understands that in addition to the outstanding balance and interest payment due to The Lee Group, Client shall also be responsible for the cost to The Lee Group of such action including collection fees in the amount of 33% of the outstanding balance and interest charges due, reasonable attorney fees incurred by The Lee Group in the collection process, and any additional court costs or filing fees incurred by The Lee Group.
  - Client acknowledges that The Lee Group is an Equal Employment Opportunity employer, and agrees that it shall not harass, discriminate against or retaliate against any employee assigned from The Lee Group because of his or her race, national origin, age, sex, disability, marital status, or other category protected by law, nor shall Client cause or request The Lee Group to engage in such discrimination. Should any employee on assignment from The Lee Group to Client file a discrimination charge with the EEOC or take any other appropriate legal action based on allegations of acts of discrimination or harassment on the part of Client or its employees, and should the EEOC or any other court with proper jurisdiction find that such acts of discrimination or harassment were committed by Client or its employees, Client shall be solely responsible for the payment of any damages, back pay, or other proper awards granted by the EEOC or any court to such employee, either by direct payment to the employee or by reimbursement to The Lee Group for such payments, regardless if claim or legal action was initially taken against The Lee Group or Client or both.
  - Client agrees that all further services to be provided by The Lee Group are subject to Client acceptance of the terms and conditions outlined on all three pages of this Agreement and that they shall apply to any future orders that Client may place with The Lee Group. The parties agree that this agreement supersedes any and all prior agreements between The Lee Group and Client. If any change in law in the future invalidates any section of this Agreement, The Lee Group and Client shall agree on an appropriate replacement but the rest of the Agreement shall continue in effect.
  - The Lee Group will provide Workers' Compensation Insurance coverage and General Liability Insurance coverage (in the amount of \$1 million) for its employees assigned to Client. The parties hereby attest to their understanding of their mutual obligations under this Agreement and agree to abide by its terms and conditions.