

Please read before signing, this is a legally binding document.

Contacting MacPeople Personnel

The client may not contact Macpeople personnel directly, and is required to arrange all scheduling of personnel exclusively through the Macpeople office. This includes, but is not limited to, requesting personnel, limiting or extending previously agreed upon working hours, or calling Macpeople personnel to return to an assignment.

Hourly Fee

The hourly fee to the client is based on the skill of the Macpeople employee, the type of work performed by the employee, and the complexity of the software used by the Macpeople employee. The hourly fee to the client is based on the highest skill level required for a job. If a change in scope of work by the client requires the Macpeople employee to perform work requiring greater skill than originally agreed upon by the client and Macpeople, the client will be billed for the entire job at an hourly fee to be determined by Macpeople based on the increased scope of work.

Regular and Overtime Pay

The hourly fee to the client (the "regular client fee") reflects the hourly pay rate of the Macpeople employee as required by California State Labor laws.

The first 8 hours in a day will be billed at the agreed upon regular client fee. Additional hours over 8 hours in a single day are considered overtime, and billed at 1.5 times the agreed upon regular client fee. Additional hours over 12 hours in a single day are considered double time and are billed at twice the agreed upon regular client fee.

Additional hours over 40 in one week (defined as a consecutive 7 day period) are considered overtime, regardless of the number of hours worked in a single day, and billed at 1.5 times the agreed upon regular client fee.

Hours worked on Saturday and Sunday will be billed at 1.5 times the regular client fee.

Minimum Billing

The minimum billable hours allowed by Macpeople in a single day is 4 hours. If a Macpeople employee works less than 4 hours in a single day, the client will be billed for the minimum 4 hours.

Cancellation Policy

Cancellations must be made before 6 p.m. the previous day to avoid a 4 hour minimum billing charge.

Payment Terms

Payment Terms are NET 10 except by written agreement. Client agrees to pay all costs associated with collection of balances due.

Hiring MacPeople Employees

If at any point in a job or for one year after the employee terminates employment with Macpeople, the client would like to hire an individual introduced to the client by Macpeople (a "Macpeople employee") the client shall pay Macpeople a placement fee as set forth on the Schedule of Fees. Client agrees that all Macpeople employees, assigned currently, in the past or the future, shall not work directly for the client in any capacity without prior written approval from Macpeople. Direct payment to a

Macpeople employee, for any reason, shall constitute a breach of contract requiring immediate payment of a fee as set forth on the Schedule of Fees.

Should the client hire the Macpeople employee, the published Schedule of Fees shall prevail as the contract governing fees and conditions. Client also understands that copies of said fee schedule are available upon request to all Macpeople's clients and Macpeople recommends that client review all terms and conditions of the fee schedule/contract prior to an employment offer being extended to a Macpeople employee.

Attorneys' Fees

In the event of any dispute arising out of this agreement, in addition to any other recovery, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including the cost of experts.

Machinery Operation and Entrusting Valuables to MacPeople Employees

Unless assigned specifically for the purpose, the client shall not authorize or cause Macpeople employees to operate machinery, automobiles, trucks or other automotive equipment without first obtaining written consent from Macpeople. It is acknowledged understood and agreed that insurance furnished by Macpeople does not cover bodily injury, physical loss or damage caused by the operator of client's equipment, vehicles, automobiles or trucks by Macpeople employees. It is further agreed that the client shall accept full responsibility for bodily injury, property, damage, fire, theft, collision or public liability damage claims while a Macpeople employee is operating the client's vehicle, whether owned or rented.

The client shall not entrust Macpeople employees with unattended premises or any part thereof, handling cash, negotiables, jewelry or any other valuables of any kind, without first obtaining written permission from Macpeople and then only when a Macpeople employee's specific duties necessitate such activity.

The client shall not advance cash or other valuables to Macpeople employees for any reason, and the client specifically waives any and all rights to offset the amount or value of such cash or valuables against any money owed to Macpeople.

Supervision

The client must supervise all work performed by Macpeople employees. This includes completion of all work and output of information of any kind including physical and electronic mediums. Macpeople is not responsible for additional costs incurred by the client for output to incorrect destinations by Macpeople employees. It is the clients responsibility to assure work is completed to their satisfaction. Macpeople employees are production artists under the supervision of client personnel and not consultants directing their work unless otherwise stated.

Guarantee

If you are not satisfied with the individual we have provided, please contact Macpeople within first 4 hours. A maximum of four (4) hours credit will be provided.

Signature

Print Name

Position

Company

Date