

California Client Setup Sheet For: _____

Date: _____ dba: _____

Sales Rep: _____ BDM: _____ Mgr: _____ Agent: _____

****For SPLI NCSU Department use only:****
W/C Approval Date: _____ **Pay Tech:** _____ **Delivery Method:** _____ **Customer #:** _____
Req: _____

Payroll Information:

Contact Name: _____ Contact Phone #: _____ Fax #: _____

Cell Phone #: _____ Contact Email: _____

Pay Period Begins: _____ Ends: _____ Day To Submit: _____

Pay Day: _____ Delivery Day: _____

These services will be available after you have been approved and paid for at least three payrolls. If interested please check below:

Direct Deposit: **Yes** **No**
(Payroll must be processed 2 days prior to check date)

Company Information:

Company Name: _____

Co Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____

Federal Tax #: _____

CA EDD #: _____ Bureau #: _____

NAICS Code: _____ County: _____

Owner Information:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Title: _____ SS #: _____

Cell Phone #: _____ DL #: _____

Email Address: _____

Check Issuing Bank: Wells Fargo Bank of America

Pay Frequency: Weekly Bi-weekly Semi Monthly **PTO Accrual:** Yes No
(mark all that apply)

Deductions: Emp. Loans Insurance 401K Tax Levy Child Support
(mark all that apply) 401K Rollover? Is it a Safe Harbor? Other: _____

Submittal Method: Online Will Call Will Fax Email

Report Delivery: Email Online Fax

Does the Company want information on our insurance? Yes No

WC Codes: _____

NCSU WC Notes: _____

Employee Setup Fees: \$ _____ per employee **Payroll Delivery Charges:** \$ _____ per pay period

Comments/Delivery Instructions: _____



REPORTING PROCEDURES FOR INJURED EMPLOYEES

In the event of an emergency please call 911 or seek treatment at the nearest emergency facility.

Steps to Reporting a First Notice of Injury:

Step 1: Monday-Friday 8:00am – 5:00pm EST, call South East Personnel Leasing, Inc. immediately at 1-800-966-5562 and ask for one of our Injury Intake Coordinators.

For injuries that occur after or before our standard business hours, seek treatment at the nearest clinic or hospital then call the above number at 8:00am to report the injury.

Step 2: Complete the ‘First Report of Injury’ form and send to South East Personnel Leasing, Inc. within 24 hours of the injury. Please Fax to: 727-682-2439.

Step 3: The employee is required to submit to a drug test within 24 hours. Forms and Identification required at the Drug Testing Lab are:

- Drug Test Form (Provided by South East Personnel Leasing, Inc.)
- Picture I.D. or Driver’s License
- Social Security Number

Once SouthEast has knowledge of an injury, regardless of how the injury is communicated to SouthEast, SouthEast is bound by state statute to report the injury to the Carrier/Third Party Administrator.

Please remember that all injured employees are required to submit to a drug test within 24 hours of the injury.

(Client Signature)

(Date)



PAYROLL AND NEW HIRE INSTRUCTIONS

Initial Contact:

A Customer Service Representative will contact you to welcome you to SouthEast Personnel Leasing, Inc. You will be introduced to our company and given a New Client Setup Representative's contact information.

Secondary Contact:

1) A New Client Set up Coordinator will be in contact with you on your scheduled call in day, previously set up between you and your sales representative. (You may also contact the New Client Coordinator prior to your initial call in, if you have other questions prior to submitting the first payroll).

Our New Client Setup Representative will enter your personnel at \$1.00 per employee and inquire about the following information, so your first payroll can be processed:

- What day do you want your payroll delivered and to what location?
- What day do you want your checks dated?
- How will you submit your payroll? (Online, Fax, Email, or Phone)
- Federal Express is the method of payroll delivery. The delivery time is between 8:00am and 2:00pm, Monday through Friday.
- Wire Transfer - Deposited to our account 2 days prior to payroll date.
- If employees are paid by ACH, client's payroll must be received by 2:00pm EST Tuesday for a Friday pay date.

2) Finally, once you have processed your first payroll with New Client Setup, you will be provided with your assigned Payroll Technician's contact information and notified of any additional information or paperwork required to process payroll.

Instructions for newly hired individuals:

Your Payroll Technician cannot accept payroll hours for newly hired employees unless a legible, complete, and signed South East Personnel Leasing, Inc. Employee Leasing Application is completed and received by South East prior to the applicant reporting for work.

You must electronically sign, email to your Payroll Technician, or fax to **1-866-375-0145**, the completed SouthEast Personnel Leasing, Inc. Employee Leasing Application before the actual starting date of each new individual. Work hours will only be accepted for the day we receive the completed application forward.

South East Personnel Leasing, Inc. follows the established Federal and State Labor Laws, so minimum wage and overtime are required.

We hope your experience with South East is exceptional and we appreciate your business.

(Client Signature)

(Date)



NEW CLIENT PAYMENT METHODS

Client Company Name: _____ Payment Contact: _____

Phone Number: _____ Cell Number: _____

Purpose of this document is to make you aware of the various options you have to fund your Payroll with South East Personnel Leasing, Inc.

Wire Transfer

The Wire Transfer must be received by our bank 72 Hours prior to Payroll Delivery in order to guarantee timely Direct Deposit fund availability.

If the Wire Transfer is not received until 48 Hours prior to Payroll Delivery, Direct Deposits for employees expecting their funds to be available cannot be guaranteed – you may wish to have checks issued instead.

Account Details: Wells Fargo, 101 Federal Place Tarpon Springs, FL 34689
Account Name: South East Personnel Leasing, Inc
Account #: 2000006661632
Account ABA: 121000248

Bank Transfer

Choose which bank you would like to utilize. (Please note you must bank with the same banking institution you choose in order to take advantage of this payment option). Please make sure to always get a confirmation number from the bank when initiating this type of transaction, as you will need to fax this information to 727-682-1070 or Email to wires@spli.com in order for payroll to be released.

Your confirmation of Bank Transfer must be received 72 hours prior to Payroll Delivery in order to guarantee timely Direct Deposit fund availability.

If the confirmation of Bank Transfer is not received until 48 Hours prior to Payroll Delivery, Direct Deposits for employees expecting their funds to be available cannot be guaranteed – you may wish to have checks issued instead.

Account Details:

Wells Fargo

Account Name: South East Personnel Leasing, Inc
Account #: 2000006661632
Account ABA: 063107513

Bank of America

Account Name: South East Employee Leasing Services Inc
Account #: 8980 3722 9590
Account ABA: 063100277

Cashier's Check -- (No Direct Deposits for employees)

You will be provided either a copy of your invoice prior to payroll being delivered or a call with the amount of your payroll so that you have ample time to get the cashier's check ready for when the Delivery Service comes with your payroll. Payroll will not be released until a cashier's check is provided to the Courier.

By signing below I have been made aware of the different payment terms and understand them completely. If at any time I want to change the way I pay for Payroll, I can contact South East Personnel and choose one of the methods listed above to better accommodate my needs.

Client Signature: _____ Print Name: _____ Date: _____

Account Rep Signature: _____ Print Name: _____ Date: _____



DIRECT DEPOSIT REQUIREMENTS FOR FIRST PAYROLL PROCESSING

(Please Note: This form is not required unless direct deposits are to be processed for the 1st payroll.)

All clients that wish to pay their employees via direct deposit are required to pay SouthEast by either wire or bank transfer.

1. A deposit of 1.5 times the current direct deposit amount (A copy of a current payroll register, which provides the direct deposit net amounts is required for approval by a SPLI Payroll Manager). If no register is provided, a deposit of 1.5 times the proposed gross wages will be required for the deposit. The deposit and this form must be received with the client setup packet.
2. The new client paperwork and all employee agreements must be **COMPLETE** and accepted by the New Client Setup/Payroll Department FIVE business days prior to the first payroll reporting date. Late submissions, incomplete or missing information will forfeit the direct deposits and live checks will only be available for first payroll.
3. All SouthEast Direct Deposit authorization forms must be completed by the employee with a copy of a voided check or a bank courtesy letter. All direct deposit authorization forms are available at: www.spli.com/docs.php.
4. The deposit can be refunded after the 3rd payroll is processed, based on pay history. If the deposit refund is approved by the Accounts Receivables Manager, a check will be processed and mailed to the client within 5-10 business days of approval.

Direct Deposit requests received after the first payroll will be processed, reviewed and approved with a timely pay history. (Determined by our Accounts Receivables Manager). Each client is reviewed after the 3rd payroll is processed and secured payment is received.

Client Name

Print Name

Signature

Date



EPLI COVERAGE ACKNOWLEDGEMENT
(Employment Practices Liability Insurance)

It is the goal of South East Personnel Leasing, Inc. to provide you and your company with value added services. We are extremely aware and attentive to the need for Employment Practices Liability Insurance (“EPLI”) to meet the needs of your Company and the people that work with you.

We recognize the current exposures you face as a business owner. One of those exposures is the potential claim against you for employment related practices. These types of claims include:

- Work Place Torts
- Wrongful Termination of Employment
- Discrimination
- Sexual Harassment
- Retaliation

South East Personnel Leasing, Inc. has negotiated a program that offers claim protection through Employment Practices Liability Insurance. We have reviewed the policy terms and find the form offered to be the broadest coverage available in today’s insurance community. The highlights are listed below:

Insurer:

Lloyd’s of London
Arch Intermediaries Limited / Beazley
Policy Number: AC1604302
Policy Term: 12/31/17 – 12/31/18 at 12:01 AM both dates

Limits of Liability:

- (a) USD \$1,000,000 Maximum Limit of Liability for each Claim
- (b) USD \$1,000,000 Third-Party Discrimination Limit of Liability
- (c) USD \$1,000,000 Punitive, exemplary, and multiple damages Limit of Liability
- (d) USD \$1,000,000 Maximum aggregate Limit of Liability for all Claims

Deductible:

USD \$100,000 Each and every Claim against Client Company

Termination of Client Leasing Agreement

If at any time your Client Leasing Agreement is terminated for any reason during the policy period, coverage will no longer be afforded as of the date of termination.

Note: Wage and hour claims and any violations under the Fair Labor Standards Act (FLSA) are not covered under EPLI.

You will be pleased to know that this coverage is currently calculated on a basis of \$1.25 per employee, per week. This allows you, the co-employer, to protect yourself by dealing with the charge in the same way you deal with your payroll charge. There are **no upfront costs or down payments**. Your only cost is simple: a weekly head count times \$1.25. (The current cost to defend Employment Practice suits is in excess of \$60,000, and the average amount awarded is \$175,000)

As an employer, you and your company can be required to defend and/or be held liable in an Employment Practice action. The average annual cost commercially for a ten-person group is in excess of \$5,000. In addition, these plans typically have many more exclusions. The cost for this same ten-person group through South East Personnel Leasing, Inc. at \$1.25 per employee would be \$650 annually.

I have read and understand the coverage limits, cost and deductible associated with the above referenced EPLI program:

(Client Name)

(Authorized Signature)

(Print Name)

(Date)



California's Healthy Workplaces, Healthy Families Act of 2014

The California legislature recently passed the Healthy Workplaces, Healthy Families Act of 2014. This law imposes significant new obligations on California employers. Effective July 1, 2015, this law requires virtually all California employers to provide Paid Sick Leave ("PSL") to virtually all of their employees.

The key requirements/features of the PSL law are as follows:

1. Beginning July 1, 2015, California employees must accrue one hour of paid sick leave for every 30 hours worked.
2. The law covers exempt, part-time, and temporary employees.
3. Although employees begin accruing paid sick leave on July 1, 2015, Employers may require that employees satisfy a 90 day waiting period before they actually use any accrued PSL.
4. Employees may use PSL for their own health condition, a family member's health condition, and if the employee is a victim of domestic assault, sexual violence, and/or stalking.
5. Employees are covered under the statute once they have worked 30-days for their employer. For employees employed prior to July 1, 2015, this 30-day period is satisfied if they worked 30 or more days from January 1, 2015 through July 1, 2015.
6. The legislation defines "family member" to include spouse, registered domestic partner, grandparent, grandchild, and sibling. Because grandparent, grandchild, and siblings are not family members under the California Family Rights Act, the legislation expands the types of family members for which an employee can take protected leave.
7. Employers can limit an employee's use of paid sick days to 24 hours or 3 days in each year of employment.
8. Employers are not required to pay out accrued unused sick leave at time of termination.
9. Employers cannot discriminate or retaliate against employees who request and/or use paid sick days. An employer that takes an adverse employment action against an employee who uses or requests leave is presumed to have retaliated against the employee.
10. The PSL imposes posting, notice, and record-keeping obligations on employers.
 - o Employers must post a PSL notice in the same place where they post other required employee notices.
 - o Employers must maintain records of accrued PSL for at least three years.
 - o Employees' accrued PSL must be reflected either on their pay stubs or on a separate document that is handed to employees at the time that they receive their paychecks.
 - o When employers provide new hires with the required Wage-Theft Prevention Act Notice, they must indicate how they will comply with the PSL law.
 - o If an employee either resigns or is terminated and is then re-hired within 12 months, his/her accrued but unused PSL (if any) must be reinstated.
11. The PSL law assigns enforcement authority to the California Division of Labor Standards Enforcement ("DLSE").
12. Employers that violate the law will face administrative fines. The bill also authorizes the DLSE or the Attorney General to recover civil penalties, attorneys' fees, costs, and interest against violating employers.

As you can see from the above, compliance with the PSL is complicated. Further, there are multiple ways to comply with the PSL law. As such, we urge you to seek the advice of competent labor and employment counsel to ensure that you are in compliance with the PSL law. SPLI is not responsible for ensuring your compliance with this law.

If you are in need PSL law compliance advice, we recommend that you either contact your current labor & employment counsel or, if you do not have labor & employment counsel, Rafael G. Nendel-Flores at Ogletree Deakins. Mr. Nendel-Flores may be reached at 714-800-7900 or rafael.nendelflores@odnss.com. Please note that SPLI is not responsible for any legal fees or costs associated with your company seeking or obtaining PSL law compliance advice.

CLIENT ACKNOWLEDGMENT AND AGREEMENT

I acknowledge that I have received SPLI's notice regarding California's new mandatory Paid Sick Leave ("PSL") law. I understand and agree that, pursuant to my company's contract with SPLI, SPLI is not responsible for ensuring my compliance with California wage-hour laws including the PSL law. I understand that it my company's obligation to ensure compliance with California wage-hour laws including the PSL law. To this end, I agree that my company will ensure that it is in compliance with the PSL law by either seeking the advice of competent labor & employment counsel or seeking advice from another qualified professional.

Name and Title of Authorized Client representative

Signature of Client representative

Date

CHANGE OF EMPLOYER ACCOUNT INFORMATION

Mail to: Employment Development Department
Account Services Group, MIC 28
P.O. Box 826880
Sacramento, CA 94280-0001

EDD ACCOUNT NUMBER: _____
Corporation/ Owner's Name: _____
Business Name (DBA): _____
Banking Institution: _____

PLEASE INDICATE CHANGES/CORRECTIONS THAT APPLY TO YOUR BUSINESS (A-1 BELOW):

A. Address Change/Correction: Date of Change: ___/___/___ (Enter address information in box 1)

1.	NUMBER AND STREET	CITY, STATE, AND ZIP CODE	PHONE NUMBER
			()

B. Business Name (DBA) Change: _____ **Date of Change:** ___/___/___

C. Corporation Name Change: _____ **Date of Change:** ___/___/___

D. Personal Name Change (i.e., marriage): _____ **Date of Change:** ___/___/___

E. Change of Ownership - Date of Change: ___/___/___ (Mark appropriate box below, and complete box 2 if required):

- Partial Sale, Not Out-Of-Business
- Corporation Dissolved
- Corporation Formed
- Purchase Price \$ _____
- Entire Business Sold (Enter successor[s] information in box 2)
- Other (Explain): _____
- Change in Ownership Type (Add information in box 2 and explain Type)

2.	OWNER'S NAME(S) FOLLOWING CHANGE OF OWNERSHIP	TITLE	BUSINESS NAME (DBA)/ CORPORATION NAME	MAILING ADDRESS

New FEIN (Tax ID#): _____ **OLD FEIN (Tax ID#):** _____

Explain reason for new Tax ID: _____

SOS Corporation, LLC, LLP, or LP Identification #: _____

F. Change in Partner(s), Officer(s), Member(s), Manager(s), etc. (Mark appropriate box to Add [A], Change [C], or Delete [D], and enter the new information as required.) Attach additional sheet(s) if needed.

3.	A	C	D	DATE OF CHANGE	INDIVIDUAL(S) TO BE ADDED/ CHANGED/DELETED	TITLE	SOCIAL SECURITY NUMBER	DRIVER'S LICENSE NUMBER
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___/___/___				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___/___/___				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___/___/___				

G. No wages paid during entire quarter(s). Please enter the appropriate year and quarter in the boxes provided. (Example: YYYY/Q) _____

H. Discontinued Paying Wages. Date last wage payment was made: ___/___/___ . **All required EDD TAX FORMS have been filed. (Attach Copies)**

I. If you currently use a Professional Employer Organization (PEO), please provide PEO information:
 PEO Name: _____
 PEO Address: _____
 PEO EDD Account Number: _____ PEO Start Date: _____

J. Out of Business (Without a Successor) on: ___/___/____. **(Provide forwarding address in box A-1)**

Note: If business corporation/owner is represented by an authorized agent for employment tax purposes, the agent may sign below. A signed and properly executed power of attorney must be attached or on file. THE SIGNATURE OF ANY OTHER PERSON/THIRD PARTY WILL NOT BE ACCEPTED.

"I certify under penalty of perjury that the above information is true and correct, and that these actions are not being taken to receive a more favorable Unemployment Insurance rate. I further certify that I have the authority to sign on behalf of the above business."

_____	_____ () _____	___/___/____
Signature	Phone Number	Date
_____	_____	
Print Name	Title (Officer, Owner, Member, GP, or Authorized Agent)	

Manage your payroll tax account online!
File reports, make deposits, update addresses, and much more.
Enroll now for e-Services for Business at <https://eddservices.edd.ca.gov>.

e-Services for Business. Online. Anytime.

SOUTH EAST PERSONNEL LEASING, INC.

CLIENT LEASING AGREEMENT



This Agreement (herein referred to as "Client Leasing Agreement," "Leasing Agreement," or "Agreement") is entered into this ____ day of _____, 20____, by and between South East Personnel Leasing Inc., a Florida corporation and its subsidiaries (herein referred to collectively as "SPLI"), and _____ (hereafter referred to as "Client" or "Client Company"), whose respective addresses are set forth on the signature page of this Agreement.

I. PURPOSE

The Parties agree that SPLI is a company engaged in the business of providing employee leasing services to Client pursuant to this Agreement. This Agreement defines the allocation of responsibilities between SPLI and Client. This Agreement defines when an individual is and is not considered a Leased Employee of SPLI. In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, SPLI and Client agree to enter into the Client Leasing Agreement, whose terms and conditions are set forth below.

II. TERM

This Agreement shall commence on the Effective Date and remain in full force and effect for a period of one (1) year thereafter ("Initial Period"), unless terminated by either Party with thirty (30) days prior written notice or as provided in Paragraph XI. After the Initial Period, this Agreement shall automatically renew for one (1) year periods until terminated by either Party with thirty (30) days prior written notice or as provided for in Paragraph XI. During the thirty (30) days from the date written cancellation is sent to the other Party, the Parties will continue to meet the obligations set forth in this Agreement, including without limitation, the obligation of Client to pay all SPLI invoices. The period that this Agreement shall be in full force and effect is referred to as the "Term."

III. SERVICES PROVIDED BY AND OBLIGATIONS OF SPLI

A. Leased Employees covered by this Agreement only include those employees who have completed SPLI's employment process and have been accepted, approved, and paid by SPLI (hereafter referred to as "Leased Employees"). Any individual who does not complete SPLI's employment process and is not accepted and approved by SPLI as a Leased Employee shall not be considered an employee of SPLI for any purpose including, but not limited to, workers' compensation, benefits or employment related laws. Client is solely responsible for all matters, including without limitation, worker injuries and wages that occur while an employee is not acting in the capacity of a Leased Employee. In addition, Client acknowledges and agrees that, to the fullest extent allowed by law, it has been allocated all responsibility to properly obtain and to maintain I-9 forms in conformity with the Immigration Reform and Control Act of 1986 for all current and future Leased Employees. Client represents and warrants that all of its current Leased Employees have properly completed I-9 forms.

B. The services to be provided by SPLI for Leased Employees include, but are not limited to, the following:

1. Payment of wages to Leased Employees to the extent required by applicable law and preparation, administration, compilation, and filing of all payroll information and distribution of payroll checks to Leased Employees from SPLI's own accounts following invoicing and payment of Client of Service Fee. In the event Client does not pay SPLI the invoiced Service Fee, SPLI may, to the extent allowed by applicable law, pay Leased Employees at the minimum wage rate or minimum salary provided for in the Fair Labor Standards Act and pursuant to state law. This provision in no way affects the obligation of Client to pay SPLI for all services rendered during the payroll period, and in no way affects the obligations of Client pursuant to local, state and federal law, including, but not limited to, the requirement to timely pay the invoiced Service Fee which includes, inter alia, all Leased Employees' wages. Unless otherwise required by law, the term "wages" does not include any obligation between Client and a Leased Employee for payments beyond or in addition to the Leased Employee's salary, draw, or regular rate of pay, such as bonuses, commissions, severance pay, deferred compensation, profit sharing or vacation, sick or other paid time off pay, unless SPLI has expressly agreed to assume liability for such payments in this Agreement;
2. To the extent required by applicable law, SPLI assumes responsibility for the withholding and remittance of federal and state employment taxes, including but not limited to, federal income tax, state and local income tax, Federal Insurance Contributions Act ("FICA"), Federal Unemployment Tax Act ("FUTA"), and state unemployment tax ("SUTA") for Leased Employees;
3. Administration of applicable benefit plans including remitting Leased Employee benefit payments from SPLI's accounts (as required by law) for benefit programs set forth in the attached Exhibits, if applicable, beginning on the Effective Date. A Leased Employee's available coverage and eligibility to participate in a given plan shall be governed by and subject to the terms and conditions of the plans offered by SPLI. SPLI and its applicable

carrier reserve the right to change or substitute benefit plans or to implement cost increases. SPLI shall endeavor to provide at least twenty (20) days prior notice of any such change, substitution, or cost increase. No Leased Employee shall be covered by any benefit plan until the Leased Employee has prepared the appropriate submission form, submitted it to the carrier, been notified by the carrier of Leased Employee's acceptance into the plan, and paid the premium for the first month;

4. Consistent with applicable law, the provision of workers' compensation insurance coverage during the Term for Leased Employees, for which upon request SPLI shall provide Client a certificate of coverage, and management of workers' compensation claims for Leased Employees;

5. Provide unemployment compensation insurance in accordance with applicable law. Where required or allowed by law or regulation, SPLI shall have the right to use Client's state identification numbers for unemployment tax reporting purposes. In such states, Client shall provide SPLI with its state identification number used for reporting state unemployment insurance and shall forward all state unemployment information and notices to SPLI within five (5) business days of receipt. In the event applicable law affords SPLI the option to report under Client's state identification number, SPLI shall have, at its sole discretion, the right to do so;

6. Notify in writing all Leased Employees of the inception, termination, and expiration of this Agreement;

7. Client and SPLI agree that should any Leased Employee raise an issue of discrimination, harassment, retaliation, or any other employment related issue, it shall be Client's responsibility to handle, investigate and resolve such issue(s). Should any investigation of such issue(s) occur and should the Leased Employee and Client desire SPLI to be involved in such investigation of the issue(s), if SPLI, in its sole discretion, agrees to be involved in the investigation, SPLI's role shall be strictly limited. SPLI shall not be a decision-maker/joint employer and SPLI's role shall be limited to conducting such investigation deemed appropriate by SPLI and attempting to facilitate a resolution of the issue(s) which is mutually agreeable to the Leased Employee and to Client. The responsibility to defend, resolve and/or end any such inappropriate conduct which may be occurring rests solely with Client.

C. SPLI reserves such right of direction and control over Leased Employees and retains such right to hire, fire, reassign, discipline and compensate Leased Employees only as is required by applicable law.

D. The Parties acknowledge that they are entering into a contractual relationship concerning Leased Employees. Client further acknowledges that the Parties' relationship may be influenced by Internal Revenue Code §414(n) and that an employment relationship is being established between SPLI and Leased Employees.

E. No person shall become employed by SPLI, covered by SPLI's workers' compensation insurance, eligible for any other benefit or term and condition of employment, or issued a payroll check, unless and until the following have occurred:

1. The applicant has provided all requested information in the Complete SPLI Employee Leasing Application and the applicant has signed and dated the Complete SPLI Employee Leasing Application. "The Complete SPLI Employee Leasing Application" includes the SPLI Employee Leasing Application, the Applicant Acknowledgement, the Safe Working Practices Acknowledgement, the Acknowledgment of the Post-Accident/Reasonable Suspicion Program, the Form I-9, and the Form W-4;
2. The Complete SPLI Employee Leasing Application is delivered to the SPLI payroll department. "Delivered" means all parts of the Complete SPLI Employee Leasing Application are mailed, faxed or hand-delivered to the SPLI payroll department and the SPLI payroll department has date and time stamped all parts of the Complete SPLI Employee Leasing Application as received;
3. SPLI must thereafter accept the applicant as a Leased Employee of SPLI.

IV. SERVICE FEES

A. In consideration for services rendered, Client agrees to pay SPLI service fees (Service Fee) in the amount set forth in the Exhibit(s), which is attached and made a part of this Agreement. The Service Fee includes but is not limited to funds sufficient to pay and administer all wages, payroll taxes, workers' compensation expenses and benefit costs incurred by or payable to all Leased Employees. For existing SPLI clients who are

signing this new Agreement the Service Fee at the commencement of this Agreement shall be that which currently exist with the acknowledgment that the total Service Fee is defined as set forth in this agreement. Client's Service Fee obligation shall continue during normal periods of Leased Employee absence for vacation, sick leave, legal holidays and emergency situations. It is the intent of the Parties that the Service Fee invoiced to Client is one charge where Client accepts, and is satisfied with, the total bill that is invoiced to Client, irrespective of what SPLI's actual liability for any component part (including, but not limited to administrative fees, payroll taxes, wages, workers' compensation expenses, benefits, and other associated costs) may be irrespective of any refund, rebate, or credit which may be applicable. In addition, Client understands that the cost of the illustrative component parts enumerated above may change from time to time by the applicable state or federal government, or benefit provider, the Service Fee may be increased at any time by SPLI using reasonable business judgment following, or in anticipation of, such increases.

B. Client shall pay the entire Service Fee upon delivery of the invoice to Client. Payment shall be made by either cashier's check or bank wire transfer. If payment is refused by Client's bank for any reason, Client agrees to pay any bank or other service charges imposed upon SPLI by any third-party. To the extent allowed by law, if Client fails to make payment as provided herein, Client assumes full liability and responsibility for any wages, taxes, insurances and employment matters arising subsequent to the last pay period concerning which Client paid according to these terms.

C. If payment is not made when due, Client shall pay SPLI, in addition to all other amounts due, a three percent (3%) charge on the delinquent amount. In addition, Client shall pay one and one-half percent (1½%) of the delinquent amount (or such maximum lesser interest amount if set by applicable law at a lower amount) for each thirty (30) day period that the unpaid balance remains outstanding, but in no event shall the amount exceed the lawful rate of interest.

D. SPLI retains the right to modify the payment terms as SPLI deems reasonable, including the right to require, among other things, payment prior to the provision of services based on the invoice for the previous pay period. All payments will be applied to the most recent invoice issued to Client. SPLI retains the right to apply any overpayment to the subsequent invoice issued to Client.

E. Client agrees to pay for any compensation earned but not paid to or for Leased Employees prior to, during, upon termination or expiration, and subsequent to their employment with SPLI, including, but not limited to, premiums or contributions payable for Leased Employee benefit plans through the end of the month in which the Leased Employee was terminated, unused paid time off, vacation and sick leave, and expense reimbursement.

V. OBLIGATIONS AND DUTIES OF CLIENT

A. To the extent allowed by applicable law, Client shall retain sufficient direction and control over the workplace and over Leased Employees as is necessary to supervise all day-to-day work activities of Leased Employees. In addition, Client shall retain such sufficient direction and control over Leased Employees and over the workplace as is necessary to conduct Client's business and without which Client would be unable to conduct its business, discharge any fiduciary responsibility that it may have, or comply with any applicable licensure, regulatory, or statutory requirement of Client or any Leased Employee. Such authority maintained by Client shall include the right to accept or cancel the assignment of any Leased Employee. Client will be responsible for verifying skills and qualifications for employment. If a license or registration is necessary for the performance of Client's work, Client shall verify the existence, maintenance and validity of such license or registration for itself and all Leased Employees.

B. To the extent allowed by applicable law, Client shall be responsible for directing, supervising, training, and controlling the work of Leased Employees with respect to the business activities of Client. Client shall make any and all strategic, operational, and all other business-related decisions regarding Client's business. Such decisions and related outcomes shall exclusively be the responsibility of Client and SPLI shall bear no responsibility or liability for any actions or inactions by Client or by any Leased Employee. Additionally, Client shall have sole and exclusive control over the day-to-day job duties of all Leased Employees and SPLI shall have no responsibilities with regard to Leased Employees' performance of such day-to-day job duties. Furthermore, SPLI shall not have control over the job site at which, or from which, Leased Employees perform their services. Control over the day-to-day job duties of Leased Employees and over the job site at which, or from which, Leased Employees perform their services is solely and exclusively assigned to Client. Client expressly absolves SPLI of control over the day-to-day job duties of Leased Employees and over the job site at which, or from which, Leased Employees perform their services. Client shall be solely responsible for the quality, adequacy, and safety of the goods or services produced or sold in Client's

business and Client and not SPLI shall be liable for the acts, errors, or omissions of Client and those of any Leased Employee.

C. At the end of each pay period, Client shall obtain, maintain, and provide to SPLI all records of actual time worked by each Leased Employee, the status of the Leased Employee as either exempt or nonexempt, and verify that this information is accurate and in compliance with the requirements of the Fair Labor Standards Act, other laws administered by the U.S. Department of Labor's Wage and Hour Division, and any applicable local or state law. Client shall be solely responsible for the verification of payroll information, including but not limited to verifying that wages, minimum wage, overtime, prevailing wage rate, piece rate, commissions, and bonuses have been correctly calculated and exempt and non-exempt status has been correctly determined. In addition, Client shall be solely responsible for any and all liability to any Leased Employee with regard to all aspects of Client's payroll, whether or not such payroll has been paid through SPLI, including but not limited to wages, minimum wage, overtime, prevailing wage rate, piece rate, commissions, and bonus obligations to Leased Employees. Client shall review all payrolls and payroll information provided to Client by SPLI to ensure that all data and paychecks are accurate and that no incorrect or fraudulent information has been supplied to SPLI. Client acknowledges and agrees that any failure on its part to timely review the documentation and paychecks provided by SPLI prior to the time that paychecks are disseminated to Leased Employees shall be an absolute bar to any claim for damages against SPLI. Unless otherwise provided to Client by SPLI in writing, within forty-eight (48) hours prior to the Client's payday, Client shall provide to SPLI via facsimile transmission, email or via SPLI's internet connection, a report of the total hours worked by Leased Employees. Client warrants that the information reported to SPLI is correct and accurate. Without regard to the fault or negligence of any party, Client indemnifies, holds harmless, protects and defends all SPLI Indemnified Parties (as hereafter defined) from any claims and liabilities that may arise as a result of the improper reporting of such information by Client to SPLI. Client shall be solely responsible for incorrect, improper or fraudulent records of hours worked, for improper classification of Leased Employees, for all child labor violations, and for any fraudulent, improper, or illegal activity engaged in by any Leased Employee. Client shall be responsible for any checks that have been requested by Client and which have been issued by SPLI to any Leased Employee, including any checks that have been cashed by a holder in due course, whether or not a stop payment request has been filed.

D. Client agrees it will be solely responsible for damages of any nature arising out of Client's failure to report to SPLI the payment to an employee of any remuneration for services rendered for Client. In addition, SPLI shall not be considered to be an employer of any individual for whom required payroll information is not supplied during any payroll period (except as may be required by law). Client assumes full responsibility for workers' compensation claims, benefit claims (including but not limited to health insurance claims and pension claims), tax obligations, employment discrimination claims, general liability claims, third-party claims, and any and all other obligations or claims pertaining in any way to any individual for whom payroll information is not supplied during any payroll period (except as may be required by law), or who is paid in whole or in part by Client, as a non-Leased Employee, subcontractor, volunteer, independent contractor, or in any other capacity. SPLI shall have no obligation to provide workers' compensation insurance for subcontractors and for employees of subcontractors engaged or hired by Client. Client shall not, directly or indirectly, engage or hire any independent contractor or subcontractor that does not have workers' compensation insurance coverage with respect to itself and its employees. Client shall obtain a certificate evidencing workers' compensation insurance coverage with respect to any independent contractor, subcontractor, and the employees of any such independent contractor or subcontractor engaged or hired by Client. It is the intent of the parties that in no event will any independent contractor, subcontractor, volunteer, non-Leased Employee, or any of the aforementioned individuals be covered by SPLI's workers' compensation policy or be considered a Leased Employee of SPLI. Client shall at all times maintain a workers' compensation policy encompassing all of its employees who are not Leased Employees pursuant to this Agreement.

E. At its own expense, Client shall provide a suitable place of employment for all Leased Employees, which shall comply with all applicable local, state and federal laws, ordinances, and regulations related to occupational health and safety, the environment, equipment, machinery, and all other matters affecting Leased Employee safety. Client agrees to provide all facilities, supplies, equipment, training and all other necessary items that may be required by Leased Employees to perform the Leased Employee services. Client represents that its working environment, equipment, machinery, supplies and training for existing employees currently meet all local, state, and federal occupational safety and health standards and that they will be maintained in compliance with such standards during the duration of this Agreement. Client is responsible for compliance with safe work practices and the use of protective equipment imposed by controlling federal, state and local government, as well as any required by SPLI's workers'

compensation carrier. Client shall comply with any and all safety requirements and recommendations made by SPLI's workers' compensation carrier.

F. Client shall provide, at its own expense, reasonable access and accommodations as required by the Americans with Disabilities Act, as amended ("ADA"), and any regulations related thereto. In addition, Client shall comply with the guidelines and provisions of the ADA in its determinations of individuals it desires to hire, promote, place at certain Client work location(s), or fire.

G. Upon any request by SPLI or its assigns, Client shall allow an on-site physical examination of such books, records, documents and other information sources deemed appropriate by SPLI and/or its assigns to aid SPLI and its assigns in the determination of proper workers' compensation classifications of Leased Employees, to aid in the determination of payroll amounts paid to such Leased Employees, to aid in the determination and evaluation of workers' compensation issues, and to verify compliance with safety requirements during the Term of this Agreement. Client shall remain obligated to SPLI for any misclassification, delinquency and/or unpaid premium amount found in the examination. SPLI or its assigns shall have the right to audit the Client's records and worksite for up to one year after the end of any policy period, even if this Agreement has been terminated or has expired. Should Client fail to give access to SPLI or its assigns, the Client shall pay to SPLI liquidated damages in the amount of three times the most recent annual workers' compensation premium.

H. For employees hired prior to the Effective Date of this Agreement, Client warrants that all Leased Employees are United States citizens or have provided proof of employment eligibility documents accepted by the USCIS or its predecessors at the time of said Leased Employee's hire. Any Leased Employee whose proof of employment eligibility documents (such as temporary work visas issued by USCIS, Bureau of Citizenship and Immigration Service or Immigration and Naturalization Service) expire while said Leased Employee is covered by this Agreement, must have their I-9 form re-verified by Client according to USCIS requirements. It is Client's sole responsibility to complete such re-verification. Furthermore, Client warrants that all Leased Employees' names and social security numbers match and that all Leased Employees hired after the Effective Date of this Agreement are United States citizens or they have one of the documents currently accepted by the USCIS as proof of employment eligibility, as shown on USCIS' instructions for Form I-9. Client agrees to retain the original of the Leased Employee I-9 Forms and to deliver a copy to SPLI upon completion by the Leased Employee. Client acknowledges and agrees that during the term of this Agreement, Client will be the sponsoring employer for purposes of petitioning or applying for immigration visas for the employment of an alien selected for hire as an employee and that Client shall have sole and exclusive responsibility for compliance with the requirements of law regarding the employment of individuals working pursuant to a visa. Client understands and agrees that it is Client's responsibility to obtain and maintain any necessary visas and to pay all associated costs.

I. Any obligation placed upon an employer by applicable law to verify the eligibility of an individual for employment through the Basic Employment Verification Pilot Program as jointly administered by the United States Department of Homeland Security and the Social Security Administration ("E-Verify") or any successor program, to the extent allowed by law, is retained solely and exclusively by Client.

J. If any Leased Employee is required to be licensed, registered or certified under any federal, state, or municipal law or regulation, or to act under the supervision of such a licensed, registered or certified person or entity in performing the Leased Employee services, then any such Leased Employee shall be deemed to be an employee of Client for such purposes but shall remain a Leased Employee of SPLI for unemployment purposes as allowed by law (SPLI may report Leased Employees under Client's unemployment rate where allowed or mandated by law) and for workers' compensation purposes (where SPLI is supplying workers' compensation coverage). Client shall also be solely responsible for verifying such licensure, registration, or certification and/or providing such required supervision.

K. SPLI does not assume any responsibility for and makes no assurances, warranties, or guarantees as to the ability or competence of any Leased Employee. This Agreement in no way alters any responsibilities of Client to perform any and all work history, reference checks and background checks on Leased Employees. Additionally, Client assumes full and complete responsibility for the consequences of performing or failing to perform, initially and on an on-going basis, such work history, reference checks and background checks on Leased Employees, including, but not limited to, driving record and accident record background checks on Leased Employees.

L. Any tax imposed by any local or state taxing authority based upon Client's relationship with SPLI, such as a sales or use tax, or gross receipts tax, shall be the sole responsibility of Client.

M. Client shall appoint an authorized representative(s) who will be responsible for reporting any and all information to SPLI or receiving Leased Employee information from SPLI. Client agrees that the authorized representative has full and complete authority to report information to SPLI and that SPLI may rely on this information. Without regard to the fault or negligence of any party, Client indemnifies, holds harmless, protects and defends all SPLI Indemnified Parties as hereafter defined from any claims and liabilities and with regard to any action taken by SPLI as a result of the information provided by or to the authorized representative.

N. Client agrees to report any complaint, claim, accident, or other employment related issue raised by a Leased Employee to SPLI as soon as it becomes known to Client in order for SPLI to evaluate whether it is encompassed by any SPLI maintained insurance. Client further agrees to abide by all local, state, and federal employment laws and regulations.

O. Client shall provide SPLI written statements of its policies regarding employee benefits. Such policies will comply with all federal, state and local governmental laws and regulations. Client will pay for any unpaid benefits due to Leased Employees upon commencement, termination, or expiration of this Agreement, including but not limited to unused vacation, severance pay, or continuing health and life insurance premiums until the end of the month during which this Agreement is terminated or expires or until the end of the month in which the Leased Employee separates employment. SPLI assumes no liability or responsibility in its receipt of such statements of policies from Client.

P. All accidents or injuries involving Leased Employees shall be reported to SPLI immediately. Client agrees to cooperate with SPLI's workers' compensation carrier in the inspection of work locations and the investigation of workplace accidents and injuries. Nothing in this Agreement shall relieve Client of any obligations imposed under safety-related law.

Q. Client maintains the right to request and purchase from SPLI, workers' compensation loss experience data upon termination or expiration of this Agreement (if Client has no invoice balance due SPLI, to the extent allowed by applicable law). Notwithstanding anything to the contrary contained herein, such data shall be made available to Client in accordance with applicable law.

R. Client shall maintain workers' compensation insurance coverage for all employees of Client working for Client that are not covered by this Agreement. Furthermore, in states requiring same, Client agrees to maintain separate workers' compensation insurance covering Leased Employees.

S. If any Leased Employee is required in the performance of their duties, to deal with confidential or proprietary information of Client, Client agrees to institute any control procedures or confidentiality agreements deemed necessary by Client to ensure against disclosure of same. Without regard to the fault or negligence of any party, Client indemnifies, holds harmless, protects and defends all SPLI Indemnified Parties from any and all claims and liabilities which results from a disclosure of same whether during or after the Term.

T. Client agrees that for any benefit plan maintained by Client prior to, during, or after the Term, Client is solely responsible for determining eligibility, participation, contribution matters, administration of Section 125 Plan if applicable, and the proper administration of COBRA, and that SPLI has no responsibility for such benefits. Without regard to the fault or negligence of any party, Client indemnifies, holds harmless, protects and defends all SPLI Indemnified Parties for any and all claims and liabilities or consequences arising out of the maintenance of such benefits.

VI. WORKERS' COMPENSATION AND SAFETY PRACTICES

A. Client's workplace must continue to comply with all regulatory aspects of doing business which applied to Client prior to the Effective Date of this Agreement.

B. In relation to the provision of workers' compensation benefits by SPLI, Client shall:

1. Cooperate with SPLI in the maintenance of a drug-free workplace by requiring mandatory, immediate post-accident drug testing;
2. Cooperate with SPLI in conducting pre-employment background investigations, as permitted by law, for such job positions as may be determined by SPLI and its workers' compensation carrier to represent significant risk;

3. Cooperate in the investigation of any workplace complaint or injury with SPLI, or its workers' compensation carrier, and provide SPLI, or its workers' compensation carrier, the right to inspect and access, upon request, Client's premises, records, and employees in order to investigate the alleged violation of any handbook policy, safety concern, injury or other workplace incident;

4. Timely comply, at its sole expense, with any specific directives from SPLI, or its workers' compensation carrier, regarding the safety of Leased Employees;

5. Notify SPLI before assigning any Leased Employee to work outside the state(s) identified in Addendums to this Agreement;

6. If any Leased Employee is injured, immediately report the accident or injury to SPLI;

7. Comply with SPLI's, or its workers' compensation carrier's, modified-duty requirements, including reinstatement of Leased Employees in a modified-duty capacity. If Client fails to accommodate any Leased Employee released for modified duty assignment, Client shall pay to SPLI all workers' compensation wages disbursed to such Leased Employee as should have been paid in the form of earned wages for performing modified-duty services. This provision shall survive the termination or expiration of this Agreement.

C. SPLI retains the right to change the classification codes, where necessary, to comply with the guidelines set forth by the National Council on Compensation Insurance or applicable state regulatory agency. Client agrees to provide prior written notice to SPLI before the addition of any workers' compensation classification. If Client understates or conceals payroll, or misrepresents or conceals information pertinent to the computation and application of an experience rating modification factor, the Client shall pay, as liquidated damages, 10 times the amount of the difference in premium paid and the amount the Client should have paid plus reasonable attorney's fees. This entire provision may be enforced in the courts of the State of Florida.

D. Client understands that SPLI expressly prohibits any of its Leased Employees from working outside the state(s) identified in Addendums to this Agreement. If a Leased Employee is directed to work outside the state(s) identified in Addendums to this Agreement, that Leased Employee will be considered immediately terminated from SPLI. Termination will be effective upon commencement of the trip outside of the state(s) identified in Addendums to this Agreement. If the employee is injured while outside of the state(s) identified in Addendums to this Agreement or on a trip outside the state(s) identified in Addendums to this Agreement, he or she will be considered the employee of the Client and it will be the responsibility of the Client to provide workers' compensation coverage and benefits to the injured worker.

E. Client understands that SPLI will never be considered the employer of an individual, for any purpose, including workers' compensation coverage, when Client pays said individual any compensation whatsoever that is not paid through SPLI, including but not limited to tips, cash, barter, trade, side job(s) or bonuses. The Client or another entity/individual, other than SPLI, will be exclusively liable and responsible for all workers' compensation claims for any individual that is not considered an employee of SPLI.

F. If the Client pays any employee of the Client or any employee of SPLI any money for services rendered during any period that this contract is in effect, the Client must have its own workers' compensation coverage to cover any such employees as those employees will be considered the employees of the Client and not Leased Employees of SPLI.

VII. INSURANCES

A. If any Leased Employee is required to drive a vehicle of any kind for Client, Client will provide liability insurance which will insure against public liability for bodily injury, death and property damage with a minimum combined single limit of One Million Dollars (\$1,000,000) and uninsured motorist insurance with a minimum combined single limit of One Million Dollars (\$1,000,000). Not later than five business days after its execution and delivery of this Agreement, Client shall cause its insurance carrier to issue a certificate of insurance to SPLI verifying such coverage and providing for not less than 30 days' prior written notice to SPLI of cancellation of or any changes to such coverage and identify SPLI as an additional insured.

B. Client agrees to keep in full force and effect at all times during the Term of this Agreement a comprehensive general liability insurance policy in the minimum limit of One Million Dollars (\$1,000,000) insuring Client against bodily injury and property damage caused by Client's premises-operations or completed operations. Not later than five business days after the execution and delivery of this Agreement, Client shall cause its insurance carrier to issue a certificate of insurance to SPLI verifying such coverage and providing for not less than 30 days' prior written notice to SPLI of cancellation of or any changes to such coverage and identify SPLI as an additional insured.

C. If any Leased Employee performs any duties which requires the maintenance of a professional license and corresponding professional liability insurance, Client agrees to keep in full force and effect during the Term professional liability insurance which shall cover any acts, errors or omissions, including but not limited to the negligent acts of the professional Leased Employee with a minimum limit of One Million Dollars (\$1,000,000). Not later than five business days after its execution and delivery of this Agreement, Client shall cause its insurance carrier to issue a certificate of insurance to SPLI verifying such coverage and providing for not less than 30 days' prior written notice to SPLI of cancellation of or any changes to such coverage and identify SPLI as an additional insured.

D. With respect to any group health plan maintained by SPLI which provides coverage to eligible Leased Employees, SPLI assumes responsibility for proper COBRA administration, subject to timely notification by Client of the occurrence of any "qualifying event." For these purposes any group health plan shall be maintained by SPLI only if the contract is between SPLI and the insurer. Client agrees to provide continuation of health insurance coverage required by COBRA to any and all eligible participants in Client's current plan or upon termination or expiration of this Agreement, and indemnifies, holds harmless, protects and defends all SPLI Indemnified Parties from any claims and liabilities therefor.

E. All insurance policies maintained by Client shall provide coverage which will be primary in the event of any claim. All insurance policies shall waive Client's subrogation rights in favor of SPLI. Client's obligation under this Section VII shall survive termination or expiration of this Agreement.

F. Neither the Client nor employees of the Client are covered by any part of SPLI's Workers Compensation and Employers Liability Insurance Policy. Neither SPLI nor any of its insurance carriers have any duty to defend the Client or the employees of the Client in any action whatsoever without exception.

VIII. CLIENT REPRESENTATIONS

A. Client is a sole proprietorship or a corporation, partnership, limited partnership or limited liability company in good standing, and the undersigned officer or representative is duly authorized to enter into this Agreement.

B. Client has fully disclosed to SPLI, all investigations, lawsuits, claims, labor proceedings, employment related claims or other adversary proceedings involving Client.

C. Client warrants that in regard to any individual employed by Client prior to the Effective Date, all wages and benefits for such individual are current and have been paid, and there is no liability for same, including any benefits for retirees.

D. Client warrants that there are no claims or threatened claims or charges pending by any employee claiming that Client engaged in any work practices which were in violation of any employment related law including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the ADA, the Family and Medical Leave Act ("FMLA"), the National Labor Relations Act ("NLRA") and any federal or state discrimination laws.

E. Client has disclosed all employment related agreements pertaining to Leased Employees in effect as of the Effective Date including, but not limited to, collective bargaining agreements and any employment agreements.

F. Client warrants that workers' compensation classification codes provided to SPLI are correct and that Client will utilize Leased Employees only in a manner consistent with those codes. Client will notify SPLI in writing if Leased Employees' job duties change. Failure to notify SPLI of Leased Employees' job duties may result in a workers' compensation rate adjustment and/or termination of this Agreement. Client will be responsible for paying any adjustments.

G. Client warrants that it is not a federal, state or local government contractor or subcontractor and that none of the Leased Employees perform work on government contracts, except as previously disclosed in writing to SPLI. Client agrees to provide written notice to SPLI prior to entering into any government contract.

H. Without regard to the fault or negligence of any party, Client expressly agrees to indemnify, hold harmless, protect and defend all SPLI Indemnified Parties from any and all claims and liabilities which may arise as a result of acts which occurred prior to the inception of this Agreement.

I. Client represents that it has met any and all prior premium and fee obligations with regard to workers' compensation premiums and employee leasing/professional employer organization payments, to all prior employee leasing/professional employer organizations

and workers' compensation carriers, with which Client has previously had a contractual relationship.

IX. EMPLOYMENT PRACTICES

A. Client agrees it is responsible for compliance with all applicable federal, state and local employment-related laws including, but not limited to, all laws administered by the U.S. Equal Employment Opportunity Commission, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, as amended ("ADA"), the Family and Medical Leave Act (FMLA), the Equal Pay Act ("EPA"), the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), the National Labor Relations Act, as amended ("NLRA"), the Fair Labor Standards Act ("FLSA"), the Occupational Safety and Health Act ("OSHA"), all environmental protection laws, the Worker Adjustment and Retraining Notification Act ("WARN"), Health Care Reform (as hereafter defined) and all local, federal, and state discrimination laws, including, but not limited to, those related to child labor laws, discrimination based on race, sex, disability, color, age, genetic information, national origin, religion, and union status, as well as those laws governing harassment of any nature, sexual harassment, and/or discrimination. In addition, Client agrees to comply with applicable law in returning Leased Employees to work upon completion of any approved leave, including FMLA leave, and make reasonable accommodations under applicable disability laws.

B. With respect to the premises accommodation provisions of the ADA, Client agrees that such responsibilities are solely the responsibility of Client, and Client agrees, without regard to the fault or negligence of any party, to indemnify, hold harmless, protect and defend all SPLI Indemnified Parties from any and all claims and liabilities as a result of Client's failure to abide by same.

C. SPLI and Client are each individually responsible for determining whether such Party is a "covered entity" pursuant to HIPAA. If SPLI or Client determines that it is a "covered entity" under HIPAA, such Party is responsible for complying with the HIPAA privacy rules in respect of Leased Employee's protected health information. If SPLI is determined to be a "covered entity" pursuant to HIPAA or is required to sign or obtain a business associate agreement with Client, Client agrees to cooperate in complying with same.

X. INDEMNIFICATIONS

A. Without regard to the fault or negligence of any party, Client hereby unconditionally indemnifies, holds harmless, protects and defends and unconditionally releases, acquits, remises, waives and forever discharges, and to the fullest extent allowed by law covenants not to sue SPLI, and all subsidiary, affiliate, related, and parent companies, their current and former respective shareholders, attorneys, officers, directors, agents and representatives (all indemnified parties referred to as "SPLI Indemnified Parties") from and against any and all claims, demands, damages (including liquidated, punitive and compensatory), injuries, deaths, actions and causes of actions, costs and expenses (including attorney's fees and expenses at all levels of proceedings), losses and liabilities of whatever nature (including liability to third parties), and all other consequences of any sort, whether known or unknown, without limit and without regard to the cause or causes thereof or the negligence (whether active or passive) of SPLI or any SPLI Indemnified Party that may be asserted or brought against any SPLI Indemnified Party which is in any way related to this Agreement, the products or services provided by Client or by SPLI, the actions of any Leased Employee, the actions of any employee of Client, or of any other individual, any act by or against any individual who is acting outside the capacity of an employee or Leased Employee at the time the matter arises, including without limitation, any violation of any local, state and/or federal law, regulation, ordinance, directive or rule whatsoever, and all employment-related matters which shall include but not be limited to all matters arising under local, state and/or federal right-to-know laws, environmental laws, immigration laws (including I-9 obligations), all laws within the jurisdiction of the NLRB, OSHA, U.S. Department of Labor, and EEOC, including Title VII of the Civil Rights Act of 1964, as amended, the ADA (including without limitation those aspects relating to employment, public access and public accommodation), the WARN Act, ERISA, all laws governing wages and hours (including without limitation: prevailing wage rate; exempt and non-exempt status; child labor; family and medical leave; and minimum wage and overtime matters), all laws governing race, sex, harassment of any nature, sexual harassment, retaliation, religion, national origin, color, age, genetic information, veteran status, disability, union status, marital status, and all other types of discrimination prohibited by applicable law, all laws governing disclosed and undisclosed benefit plans, and all other labor laws.

B. All indemnifications are and shall be deemed to be contractual in nature and shall survive the termination or expiration of this Agreement.

XI. TERMINATION

A. If for any reason payment is not made when due, Client agrees that SPLI will have the right to immediately and retroactively terminate this, its performance hereunder, withhold its employees' services, and/or bring suit seeking damages against the Client. Upon termination or expiration of this Agreement for any reason, or should Client fail to pay SPLI for its services when due, all Leased Employees shall be deemed to have been immediately laid off by SPLI and immediate notification of this shall be provided by Client to Leased Employees who have been leased/assigned pursuant to this Agreement. Client will immediately assume all federal, state and local obligations of an employer to the employees, which are not in conflict with state or federal law, and will immediately assume full responsibility for providing workers' compensation coverage. SPLI will immediately be released from such obligations as permitted by law. If for any reason (whether or not required by applicable law) SPLI makes any payment to any of the employees after this Agreement has been terminated or after it has expired, SPLI will be entitled to full reimbursement from Client for such expenditures.

B. SPLI may also immediately and retroactively terminate this Agreement if, at any time, SPLI in its sole discretion determines that a material adverse change has occurred in the financial condition of Client, or that Client is unable to pay its debts as they become due in the ordinary course of business. SPLI may also immediately and retroactively terminate this agreement in the event of any federal, state, or local legislation, regulatory action, or judicial decision which, in the sole discretion of SPLI, adversely affects its interest under this Agreement. In addition, this Agreement may be immediately and retroactively terminated by SPLI where SPLI in its sole discretion determines the workers' compensation risk is unacceptable. Any termination or expiration shall not relieve Client of any obligations set forth herein, including but not limited to its payment obligations to SPLI.

C. Client's failure to report payroll to SPLI for one or more payroll periods shall result in retroactive termination of this Agreement and cancellation of workers' compensation coverage dating back to the last day that payroll was reported except as otherwise provided by law. Client must notify employees of the retroactive termination of this contract immediately.

XII. HEALTH CARE REFORM

A. Any and all penalties and liabilities assessed or incurred by any SPLI Indemnified Party as a result of a violation of the provisions of the Patient Protection and Affordable Care Act of 2010, the Health Care and Education Reconciliation Act of 2010, as well as any guidance and regulation issued thereunder (such laws, guidance and regulations are collectively referred to as "Health Care Reform") with respect to the Leased Employees are the sole responsibility of Client, except as is set forth in Section XII. **B.** Notwithstanding and in addition to any other indemnification provision contained in this Agreement, without regard to the fault or negligence of any party, Client hereby unconditionally indemnifies, holds harmless, protects and defends all SPLI Indemnified Parties and unconditionally releases, acquits, remises, waives and forever discharges (and to the fullest extent allowed by law covenants not to sue) all SPLI Indemnified Parties from and against any and all penalties and liabilities assessed against any SPLI Indemnified Party, incurred by any SPLI Indemnified Party, or due as a result of an actual or alleged Health Care Reform violation, including, but not limited to, any penalty and/or liability resulting from a violation of the nondiscrimination requirements and/or the employer mandate requirements regarding the provision of affordable minimum essential coverage related to Client's Leased and non-Leased Employees and their dependents. Furthermore, in the event that penalties are assessed or liabilities are incurred by any SPLI Indemnified Party in any situation where: (i) any SPLI Indemnified Party acts (or does not act) with respect to Leased Employees in the absence of any written directions from Client; (ii) as a result of incorrect information provided to SPLI by Client; or (iii) the failure of Client to provide required information, which in turn was included or not included on reports or returns provided and/or generated by SPLI, including, but not limited to Form W-2, Client agrees to indemnify, hold harmless, protect and defend all SPLI Indemnified Parties. The provisions of this Paragraph shall not apply in the event that any penalty imposed by Health Care Reform is assessed against any SPLI Indemnified Party as a direct result of SPLI's actions (or inactions) that are contrary to the lawful and timely written directions received by SPLI from Client regarding Health Care Reform.

B. In the event Client offers its own health benefits to Leased Employees, Client shall, with or without the assistance of SPLI, be the sole plan sponsor and administrator of such plan(s). In any case, Client understands and agrees that Client is solely responsible for establishing and monitoring: (i) the plan under Client's own tax identification number; (ii) employee notices, Form 5500, plan updates, plan testing, HIPAA compliance, COBRA compliance, compliance with Health Care Reform and ERISA responsibilities; and (iii) the correct identification and representation of the plan in any correspondence, communication, or statement issued by Client or by any representative of Client. Client may, in SPLI's sole discretion, be allowed by SPLI to

adopt SPLI's multiple employer Section 125 plan in order to allow the Leased Employees' contributions, if any, to be deducted on a pre-tax basis, as allowed by applicable law. If Client requests assistance from SPLI with the administration of such plan(s), then SPLI, with written direction from Client, shall assist with plan administration, including bill reconciliation and claims processing. Client shall execute those additional agreements necessary or required by SPLI to provide such assistance. In addition to the foregoing, Client is solely responsible for any premium payments due under its own health benefits plan and any COBRA continuation coverage plan.

XIII. GENERAL PROVISIONS

A. This Agreement shall be governed by the laws of Florida and both Parties agree that the exclusive venue for any disputes arising from or in any way related to this Agreement shall be in the federal or state courts located in Hillsborough County, Florida and both Parties consent to personal jurisdiction over by such courts.

B. Client cannot assign this Agreement without the written consent of SPLI. It is expressly understood and agreed between the Parties that this Agreement may be assigned by SPLI at its sole discretion.

C. Should any term, condition or provision of this Agreement be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms, conditions, and/or provisions of this Agreement shall remain in force and shall stand as if the unenforceable part did not exist.

D. Whenever notices are required to be sent to either party, the notices shall be sent to the following addresses:

**South East Personnel Leasing, Inc.
2739 U.S. Hwy. 19 North
Holiday, FL 34691
Attn: Legal Department**

Client: _____

E. The failure of any Party to enforce at any time the provisions of this Agreement shall not be construed as a waiver of any provision or of the right of such party thereafter to enforce each and every provision of this Agreement.

F. The headings of this Agreement are inserted solely for the convenience of reference. They shall in no way define, limit, extend or aid in the construction, extent or intent of this Agreement.

G. The Parties acknowledge and agree that this Agreement creates no rights for or in favor of any person or third party not a party to this Agreement, and that no such person may place any reliance hereon.

H. Client acknowledges and agrees that it is solely responsible for obtaining independent legal advice regarding this Agreement, the relationship created hereby, as well as the related tax and employment law and other ramifications of transacting business with an employee leasing company. Client acknowledges and agrees that SPLI is not engaged in the practice of law or the provision of legal, financial, tax, or investment advice or services, and that Client alone is completely and independently responsible for its own legal rights and obligations, regardless of any human resource advice which may be supplied to Client. Client at all times retains the right to seek appropriate advice from professionals of its own choosing, including, but not limited to attorneys and accountants and Client is advised and encouraged to supplement any consulting service provided by SPLI with advice of its own attorney.

I. If an employee or a government agency or entity files any type of claim, lawsuit or charge against SPLI, Client or both, alleging a violation(s) of any law or failure to do something which was otherwise required by law, Client and SPLI shall each cooperate with the other's defense of such claim, lawsuit or charge. SPLI and Client will make available to each other upon request any and all documents that either Party has in its possession which relate to any such claim, lawsuit or charge. However, neither Party shall have the duty to cooperate with the other if the dispute is between the Parties themselves, nor shall this provision preclude the raising of cross claims, counter claims, or third party claims between Client and SPLI, if the circumstances justify such proceedings. The Parties agree that this provision shall survive the termination or expiration of this Agreement.

J. With respect to any dispute concerning the meaning of this Agreement, this Agreement shall be interpreted as a whole with reference to its relevant provisions and in accordance with its fair meaning, and no part of this Agreement shall be construed

against SPLI on the basis that SPLI drafted it. This Agreement shall be viewed as if prepared jointly by SPLI and Client.

K. Client acknowledges and agrees that SPLI is not an insurance company or insurance carrier, and is not offering to sell insurance. As a result, no insurable risk is transferred to SPLI as a result of the Parties entering into this Agreement.

L. Any and all inventions, discoveries, improvements, copyrightable works and creations (hereafter referred to as "Intellectual Property") which Client has previously, solely or jointly, conceived or made or may conceive or make during the period of this Agreement, whether or not accomplished through the use of Leased Employees, shall be the sole and exclusive property of Client. Client shall have sole and exclusive responsibility for protecting its rights to such Intellectual Property and to all of its other assets and SPLI shall have no responsibility with regard to same.

M. Client acknowledges and agrees that it has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement including but not limited to any statement made by any marketing agent of SPLI. Client acknowledges and agrees that SPLI has made no representation concerning whether SPLI's services will improve the performance of Client's business. Client acknowledges and agrees that any decisions made relative to cancellation or termination of any insurance policies in effect prior to the Effective Date of this Agreement are the sole responsibility of Client.

N. Client acknowledges and agrees that SPLI shall not be liable for any Client loss of business, goodwill, profits, or other damages.

O. Client specifically authorizes SPLI to conduct a credit and background reference check on Client and such officers of Client as SPLI deems appropriate in compliance with the requirements of law.

P. This Agreement constitutes the entire agreement between the parties with regard to this subject matter and no other agreement, statement, promise or practice between the parties relating to the subject matter shall be binding on the parties. Client hereby releases SPLI from any liability, causes of action or other claims Client may have against SPLI arising from or related to any previous agreements entered into between Client and SPLI prior to this Agreement. This Agreement may be changed only by a written amendment signed by both parties, with the exception of any change to this Agreement sent by SPLI to Client in writing, in a manner in which proof of delivery can be established and which shall be deemed to have amended this Agreement and have been accepted by Client if not objected to in writing by Client. Notice of such objection must be received by SPLI within fourteen (14) days of Client's receipt of SPLI's notification of change (proof of SPLI's receipt of objection must be supplied by Client upon request of SPLI).

Q. The failure by either party at any time to require strict performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach nor affect the effectiveness of this Agreement, or any part thereof, or prejudice either party as regards to any subsequent action.

R. Any false statement or omission with regard to any information supplied by Client to SPLI in anticipation of Client's contracting with SPLI or at any other time shall be deemed a material breach of this Agreement and SPLI, at its option, may terminate this Agreement and seek appropriate relief.

S. Client represents that there is no existing employee who is subject to collective bargaining or who is subject to any collective bargaining agreement at any Client worksite. This Agreement shall have no effect on any collective bargaining agreement between Client and any union which arises during the term of this Agreement. Any responsibility and/or liability with regard to any union contract, union representation petition, union drive, unfair labor practice charge, and with regard to any employment contract between Client and any Leased Employee shall be the exclusive responsibility and/or liability of Client. SPLI shall not be a party to any such contract. SPLI will have no responsibility or liability in connection with or arising out of any such employment contract, except to prepare checks and to pay any such Leased Employee who is a party to such a contract, in conformity with information provided by Client and in conformity with this Agreement. With respect to any employment contract between Client and any Leased Employee, and with regard to any union contract, Client shall be acting solely on its own volition and responsibility with regard to all aspects of any such contract, including but not limited to its negotiation, compliance, implementation, renewal, enforcement, and termination. The Parties agree that SPLI is not and will not become a paying entity or contributing employer within the meaning of the Multi-Employer Pension

Plan Amendment Act and does not and will not have any withdrawal liability under this Act or any comparable law.

Under the penalties of perjury, I declare I have read the foregoing document and the facts stated therein are true. I have the authority as a director, officer, and/or owner to bind the applicable party to this agreement.

AGREED TO:
SPLI

Signature Date

Typed/Printed Name

Title of SPLI representative
2739 U.S. Highway 19 North, Holiday, FL 34691

AGREED TO:

CLIENT NAME / _____

Signature Date

Typed/Printed Name

Title

Address

Social Security Number Driver's License Number

GUARANTY: Guarantor, whose signature appears below, acknowledges that Guarantor is a direct beneficiary of the above-signed Client Leasing Agreement between SPLI and Client and understands that SPLI is unwilling to enter into or continue the Leasing Agreement without this guaranty being signed. The Guarantor is desirous of ensuring the fulfillment of all obligations of Client. Accordingly:

A. Guarantor agrees that in the event Client has not fully complied with all of its obligations under the Leasing Agreement, including indemnification, Guarantor will, upon demand by SPLI, pay to SPLI all payments not made by Client and will perform all unfulfilled obligations of Client.

B. This Guaranty is an absolute and unconditional guarantee of payment and performance. It shall be enforceable against Guarantor without the necessity of: (a) any suit or proceeding on SPLI's part against Client, its successors or assigns; (b) any notice of amendment, modification, supplementation, performance or nonperformance of or under the Leasing Agreement; or (c) any other notice or demand to which Guarantor might be entitled, all of which Guarantor hereby expressly waives. Guarantor expressly agrees that the validity of this Guaranty and Guarantor's obligations hereunder shall not be affected or diminished by any inaction of SPLI, under the Leasing Agreement, or by (i) the release or discharge of Client in any creditors' proceedings, receivership or bankruptcy; (ii) the limitation or modification of the liability of Client, or any remedy for the enforcement of Client's liability under the Leasing Agreement resulting from the operation of any provision of Title 11, U.S.C., or any other statute or any court decision; (iii) any modification of the Leasing Agreement; or (iv) the rejection or disaffirmance of the Leasing Agreement in any proceedings.

Guarantor: _____
Signature Typed/Printed Name Title Date

SOUTH EAST PERSONNEL LEASING, INC.
CLIENT LEASING AGREEMENT
STATE ADDENDUM
CALIFORNIA



I. This State Addendum to the South East Personnel Leasing, Inc. ("SPLI") Client Leasing Agreement is applicable to California Leased Employees ("Addendum") and modifies the Client Leasing Agreement entered into between _____ ("Client") and SPLI dated _____ ("Agreement"). In the event of any conflict between the Agreement and this Addendum, this Addendum shall control for California Leased Employees and all other terms of the Agreement still apply. If, at any time, state law changes establishing requirements different from the terms contained in this Addendum, Client and SPLI agree to apply the terms in affect according to state law.

- II. As provided in California Unemployment Code Section 606.5, SPLI:
- A. Negotiates with Client for such matters as the time of work, the place of work, the type of work, the working conditions, the quality of services, and the price of services;
 - B. Determines Leased Employee assignments or reassignments, even though the Leased Employee retains the right to refuse specific assignments;
 - C. Retains authority to assign or reassign a Leased Employee to other Clients if a Leased Employee is determined to be unacceptable by a Client;
 - D. Assigns or reassigns Leased Employees to perform services to Client;
 - E. Sets Leased Employees' rate of pay, whether or not through negotiation;
 - F. Pays Leased Employees from SPLI's accounts;
 - G. Retains a right to hire and terminate Leased Employees;
 - H. Reserves a right of direction and control over Leased Employees. However, Client retains the right to exercise such direction and control over Leased Employees as is necessary to conduct Client's business, discharge any fiduciary responsibility which it may have, or comply with any applicable licensing requirements.

I. If Client fails to provide the requisite termination notice as referenced in Section II. of the Agreement (30 days), Client will be required to immediately pay SPLI liquidated damages in an amount equal to 1.00% of the total contracted amount of annual wages as set forth on Exhibit "A". Client agrees that the damages to SPLI cannot be estimated and agree to the amounts set forth in this Section as a full and fair settlement in the event Client fails to provide such notice.

J. If Client fails to report payroll for all leased employees to SPLI for any pay period, workers' compensation coverage for all leased employees shall be cancelled retroactively

III. Client shall be solely responsible for compliance with all Cal/OSHA requirements and standards including, but not limited to, maintenance of the Injury and Illness Prevention Program, non-IIPP training, and provision and/or instruction as to use of personal protective equipment. Client shall keep training current and provide SPLI with adequate confirmation of training being completed before a leased employee is allowed to work ("Confirmation"). Client shall provide confirmation to SPLI in January and July of each year during which the client leasing agreement is active and binding on the parties.

IV. Client acknowledges that SPLI does not control or influence work at the worksite and does not have authority to enter the worksite to supervise a leased employee's work. Client also acknowledges that SPLI does not provide advice or consultation with regards to Cal/OSHA requirements and standards

V. For applicants who intend to work in California, the "Complete SPLI Employee Leasing Application" referenced in Section III. E., of the Client Leasing Agreement includes the Applicant Agreement, the Use of Personal Protective Equipment, the Acknowledgment of Alcohol and Drug Policy, the Employee Acknowledgement of the Medical Provider Network, the Binding Arbitration Agreement, the Form I-9, and the Form W-4.

Under penalties of perjury, I declare that I have read the foregoing Addendum and that the facts therein are true.

AGREED TO:

CLIENT NAME: _____

Signature Date

Typed/Printed Name

Title

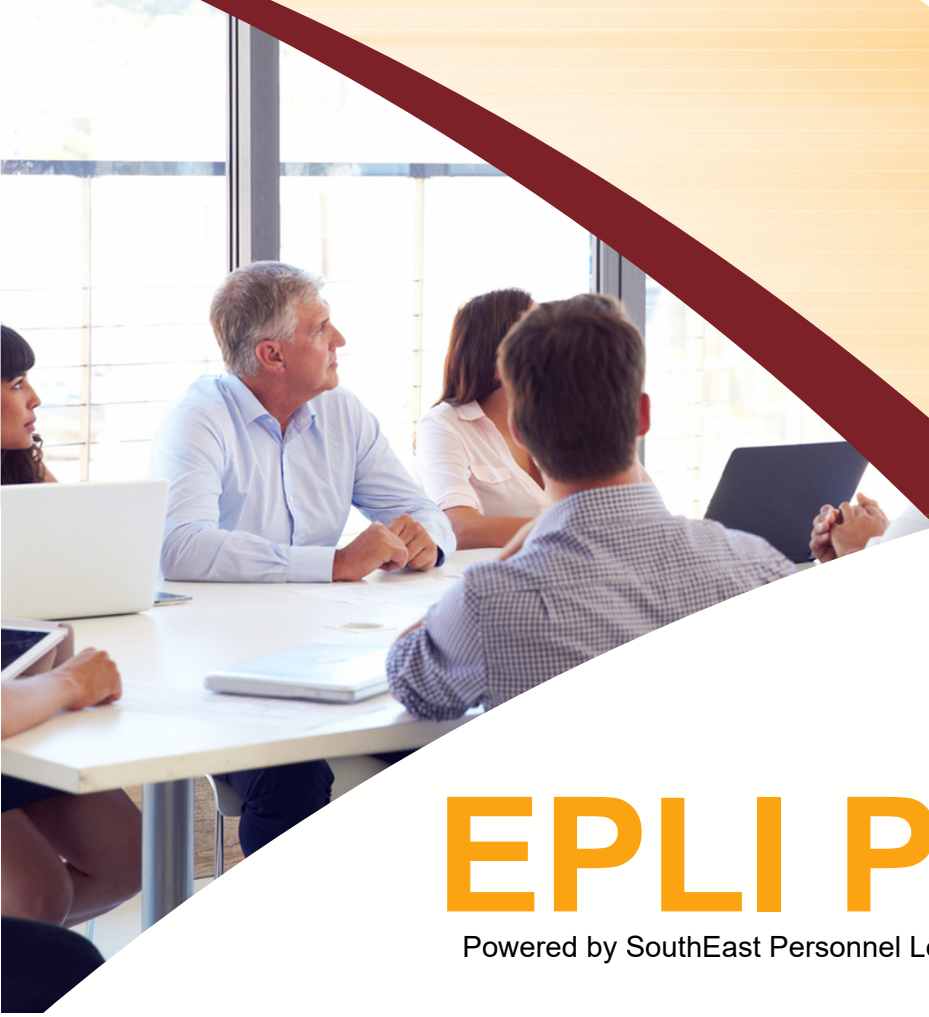
AGREED TO:
South East Personnel Leasing, Inc.

Signature Date

Typed/Printed Name

Title of SPLI representative

KNOWLEDGE IS CONFIDENCE



EPLI Pro

Powered by SouthEast Personnel Leasing, Inc.

Comprehensive HR Risk Management Services

Your Human Resource (HR) team can't be experts in handling every employee issue that potentially exposes the company to a lawsuit.

EPLI Pro helps HR staff and senior management spot the issues, investigate the facts, and get professional help when needed.

EPLI Pro Includes:

- Training Programs
- Expert Advice
- Compliance Charts and Checklists
- Handbook Update Service
- Online Risk Management Resources



Contact Information

SouthEast Personnel Leasing, Inc. (SPLI) has partnered with EPLI Pro to offer a variety of Human Resource tools to assist in HR administration and training.

SPLI is pleased to provide this value added service to our clients at no additional cost.

For more information, please email hr@spli.com.



TAX LIABILITY INFORMATION

SouthEast Personnel Leasing, Inc. is a Professional Employer Organization (PEO); all federal and state payroll taxes are filed under SouthEast's Federal Tax Identification number & State Unemployment number for all **LEASED** employees. SouthEast does not file individual payroll tax or income tax returns for clients.

The company start date is the date used for all tax purposes. Any payroll tax liability prior to that date is the responsibility of the client.

Are you leasing ALL of your employees? Yes No Number of non-leased employees: _____

Do you or an accountant/book keeper currently file a 941 Employer's Quarterly Federal Tax Return?

Yes No

Please provide the Federal Tax Identification number: _____

IMPORTANT: If ALL employees will be leased, you must file a final Form 941 with the IRS providing the last day your business paid wages prior to starting with SouthEast Personnel Leasing. Failure to file a final Form 941 may result in penalties and interest being assessed by the IRS. You may download an example Form 941 and a blank Form 941 under *Miscellaneous Form/Form 941* at <http://spli.com/docs.php>, or visit IRS.gov or go to <http://www.irs.gov/pub/irs-pdf/f941.pdf>.

Do you or an accountant/book keeper currently file a State Unemployment Quarterly Tax Return?

Yes No

Please provide the State Unemployment Tax Account number: _____

IMPORTANT: If ALL employees will be leased, you must complete and submit an Unemployment Account Change Form to the state to deactivate your Unemployment Tax Account number (if applicable). Failure to file an Unemployment Account Change Form may result in penalties and interest being assessed by the state. You may download the form under *Miscellaneous Form/Unemployment Account Change Forms* at <http://spli.com/docs.php> or from your individual state unemployment website.

Client Name

Print Name

Client Signature

Date