

USE BALL POINT PEN.  
 PRESS HARD, YOU ARE MAKING 4 COPIES.  
 USE THE ATTACHED ENVELOPE TO MAIL YOUR  
 TIME SHEET TO WINSTON.



**WINSTON Medical Staffing Services**

122 EAST 42ND STREET, NEW YORK, NY 10168  
 (212) 887-7890 FAX: (212) 882-1056

1. TYPE OR USE BALL POINT PEN, PRESS HARD, YOU ARE MAKING 4 COPIES.
  2. USE A SEPARATE TIME RECORD FOR EACH WEEK AND EACH CLIENT.
  3. MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OF CLIENT COMPANY.
  4. GIVE YELLOW COPY TO CLIENT AND MAIL BLUE AND PINK TO WINSTON.
- MEDICAL STAFFING, KEEP GOLD COPY FOR YOUR RECORDS, TIME SHEETS  
 MUST ARRIVE BY MONDAY IN ORDER FOR YOU TO BE PAID BY WEDNESDAY.

**IMPORTANT FOR EMPLOYEE:** BY EXECUTING THIS FORM, EMPLOYEE AGREES TO TERMS AND CONDITIONS ON REVERSE SIDE. CERTIFIES THAT THIS FORM IS TRUE AND ACCURATE. AND CERTIFIES NO ACCIDENTS OR INJURY WAS SUSTAINED WHILE WORKING ON THIS ASSIGNMENT UNLESS NOTED IN COMMENTS SECTION BELOW.

EMPLOYEE SIGNATURE	
PRINT EMPLOYEE NAME	
SOCIAL SECURITY NUMBER	

COMMENTS:

11/05

WINSTON MEDICAL STAFFING

DATE	DAY	TIME STARTED	TIME FINISHED	LESS LUNCH (X HR:MIN)	TOTAL HOURS
	MON				
	TUE				
	WED				
	THU				
	FRI				
	SAT				
	SUN				
<b>TOTAL HOURS FOR WEEK (TO NEAREST X HOUR)</b>					
CLIENT COMPANY		Authorized Signature		Dept.	Title
Print Name		TEL and EXT. #			
WRITE OUT TOTAL NUMBER OF HOURS WORKED					HRS
					MIN

IMPORTANT FOR CLIENT: BY EXECUTION OF THIS FORM, CLIENT CERTIFIES THAT HOURS WORKED BEFORE SIGNING. THE FORM IS CORRECT WORKING AND THAT CLIENT AGREES TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM. CROSS OUT DAYS NOT WORKED BEFORE SIGNING.

## WINSTON MEDICAL SERVICES

We certify that the hours indicated are correct, that the work performed was satisfactory and that the person signing is authorized to sign on behalf of the client. ("CLIENT")

CLIENT agrees that the obligation of WINSTON MEDICAL STAFFING SERVICES ("Winston") to CLIENT is limited to assigning employees with certain skills and abilities and with regard to such employees, to maintaining personnel and payroll records; calculating and paying wages; withholding and remitting payroll taxes, and other government-mandated charges (including workers compensation) hiring, assigning, reassigning, counseling, disciplining and discharging; and handling work related claims and complaints. CLIENT recognizes that WINSTON has an employer-employee relationship with temporary personnel assigned to CLIENT and agrees to discuss all matters concerning all their employment, job assignments, pay procedures, etc. with WINSTON. CLIENT agrees that in the event an assigned employee works for CLIENT more than 40 hours in any work week, CLIENT will pay WINSTON one-and-one-half times the agreed-upon billing rate for the assigned employee for all hours worked in excess of 40 in any workweek.

We understand that WINSTON has incurred substantial recruitment, screening, administrative and marketing expense in providing the services of the temporary employee identified on the reverse side. We agree neither directly or indirectly to hire nor to use the services of the temporary employee within one (1) year after the last date of the assignment of the employee to us. In the event we or any of our affiliates or any company to whom we assign this person directly or indirectly either (i) employ this person on a permanent or temporary basis, (ii) use this person's services in a consulting or freelance capacity or (iii) use this person's services through another temporary service within one (1) year after this person's temporary assignment ends. We agree to pay WINSTON a fee equal to the amount determined by multiplying the total annualized compensation rate of the employee in any new capacity times a percentage equal to the sum of (a) one percent for each one thousand dollars of such annualized compensation rate, and (b) one percent. (For example, if the annualized compensation rate was \$20,000, the fee would be \$4,200 (\$20,000 times 21% (20% and 1%).

Winston guarantees satisfaction with its employee's service by extending a four-hour (4) guarantee period. If for any reason, we are dissatisfied with the employee assigned to us, WINSTON will not charge for the first four (4) hours worked by such employee providing that WINSTON replaces the individual assigned. Unless we contact WINSTON before the end of the first four (4) hours, we agree that the employee assigned by WINSTON is satisfactory.

CLIENT has not and will not entrust WINSTON employees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable securities or instruments, or other valuables and will not authorize such employees to operate machinery or motor vehicles without prior written permission from WINSTON. In each instance and since WINSTON's insurance does not cover loss or damage caused by WINSTON employees operating CLIENT-owned or leased motor vehicles. CLIENT accepts full responsibility for claims, including the defense thereof, and will indemnify and hold WINSTON harmless from any such claims arising out of a WINSTON employee operating such a vehicle or a breach of the foregoing inclusive of liability resulting from bodily injury, property damage, fire, theft, collision, cargo damage or other public liability damage. WINSTON is not responsible to CLIENT or others for claims made under its fidelity bond, unless such claims are reported to WINSTON in writing by the CLIENT within thirty (30) days after occurrence. Under no circumstances will WINSTON be responsible for claims arising from work performed by WINSTON's temporary employees unless such claims are reported in writing to WINSTON by the CLIENT immediately upon discovery, but in no event later than ninety (90) days after the last date of the temporary employees' assignment to the CLIENT.

CLIENT will indemnify WINSTON from claims or liabilities either pursuant to the Occupational Safety and Health Act governing premises owned or controlled by CLIENT and to which WINSTON employees are assigned to perform services in or are present in or arising from any and all claims by WINSTON employees or third parties based upon the acts or omission of CLIENT and, where the CLIENT originally recommended the WINSTON employee. WINSTON's employees assigned to CLIENT. CLIENT will

reimburse WINSTON for any adjustments either to its workers' compensation premiums as a result of injuries suffered by its employees while assigned to CLIENT or to its other insurance premiums due to claims arising from the acts of CLIENT. CLIENT'S obligation to pay for services rendered is not affected if the temporary employee terminates the assignment prior to completion.

CLIENT agrees that if any invoice is not paid within 14 days from invoice date, interest shall accrue at the rate of 1.5 % per month, or the highest rate permitted by law, whichever is lower. In the event it becomes necessary for WINSTON to initiate legal action to recover any past due invoice, WINSTON shall be entitled to recover the costs of such judicial action, including attorney's fees.

Client acknowledges that WINSTON is an equal employment opportunity employer and agrees it shall not harass, discriminate or retaliate against any WINSTON employee because of his or her race, national origin, color, creed, age, sex, disability, sexual orientation, marital status, religion or other category protected by law.

WINSTON invoices are labor, and we agree to pay such invoices upon receipt.

The Employee:

In consideration of my hiring and employment by WINSTON, I agree not to accept employment directly or indirectly, whether full-time or part-time, with any CLIENT of WINSTON to whom I am assigned, and for a period of one (1) year following completion of any assignment with the CLIENT. I agree not to accept an assignment to work for such CLIENT, either directly or as the employee of a third party. I acknowledge that I am responsible for the accuracy of this time sheet and that no adjustment or changes may be or have been made after completion by WINSTON's client.