

6. If the services of the referred individual are retained by Customer for a temporary position other than that described above, Customer will pay Company the appropriate hourly fee for the services actually performed by the referred individual.

7. Company will provide each referred individual with a time card. Referred individuals will log their hours worked on their time cards. Each hour worked will be reported to the nearest quarter hour. Customer must approve the number of hours logged by each referred individual by signing that individual's time card at the end of each week worked or upon the termination of that referred individual's services, whichever comes first.

8. Customer will receive an invoice from Company for each week Customer utilizes the services of a referred individual, which invoice will be for an amount equal to the number of hours worked by the referred individual multiplied by the appropriate hourly fee to be paid by Customer as set forth in the Fee Table found in ¶15. The total invoice amount shall be due and payable within fifteen (15) days of the invoice date.

9. If Customer has not paid Company the fee in full by the due date, Customer shall be in default and Company shall thereupon be entitled to pursue any legal or equitable remedy available for such default, including, but not limited to, specifically enforcing payment of the unpaid fee, together with accrued interest, at a rate of ten percent (10%) per year on said unpaid fee calculated from the due date until paid in full.

10. Customer has the right to refuse the services of any referred individual. Further Customer will not be charged for services provided by any unsatisfactory referred individual if Customer notifies Company within the first hour of that referred individual's assignment that such individual is unsatisfactory.

11. Customer shall have the option, after the referred individual has performed 320 hours of work, for Customer to retain that individual as a permanent employee of Customer. If Customer exercises this option, Customer must notify Company in writing of its intent to employ the individual and the date upon which such employment will begin. It is further acknowledged and understood as follows:

- a. As of the date such employment begins, Customer shall become responsible for all future obligations regarding and arising from the employment of the referred individual, including but not limited to payment of that individual's wages or salary, payment of the employer's portion of that individual's payroll taxes, unemployment, and worker's compensation insurance.
- b. Company shall have no further obligations with regard to the referred individual from the date his or her employment with the Customer begins, except that Company shall still be responsible for preparing that individual's year-end tax records for the period of time that individual was in the employ of Company.
- c. Company does not make any representations or assurances, and does not assume any liability with regard to the referred individual's suitability as or willingness to become a permanent employee of Customer.
- d. If Customer chooses to send employee in to be payrolled, please be advised that Advanced Employment reserves the right to qualify employee. Should the