



Client Freelance Agreement: Terms & Conditions

The following is understood and agreed to by The Workshop LA ("WLA") and Client, to whom persons are assigned to perform freelance services:

All WLA freelance employees are considered non-exempt employees unless otherwise agreed to in writing. WLA will pay the freelance employee for the total hours noted herein and will then bill Client accordingly. All overtime hours will be billed to Client at the same multiple as required by law.

All freelance employees who work for a period of more than 5 hours a day must be provided and given a reasonable opportunity to take at least a 30-minute continuous and uninterrupted meal period, beginning no later than immediately following the completion of 5 hours of work. If a freelancer works more than 10 hours, a second meal period must be provided no later than by the end of the tenth hour of work. All freelance employees who work more than 3½ hours are entitled to paid rest periods at the rate of one 10 minute rest period per 4 hours worked or a fraction thereof.

By approving the timecard, Client hereby certifies that all applicable meal and rest periods were provided, and that the freelancer was not impeded or dissuaded from taking breaks.

The Client agrees to be billed by WLA for any meal and rest period violations as required by law.

Client represents and agrees that it has and will comply with all city, state and federal laws bearing on employment services. To the maximum extent permitted by law, Client agrees to indemnify, hold harmless and defend WLA from and against any and all liabilities, fines, damages, fees and expenses arising out of (a) freelance employee's actions or omissions while performing services for the Client, (b) Client's failure to comply with applicable employment law, or (c) any unlawful action taken, or allegedly taken, by Client against WLA freelance employees.

WLA will not be held responsible for any claims of alleged wrongful acts on the part of the freelance employee.

WLA freelance employees are absolutely prohibited on assignment from: 1) operating any motorized vehicle; 2) operating any machinery (other than standard office equipment); 3) lifting or otherwise moving any heavy objects; and 4) handling any securities, cash or other valuables without prior written consent of WLA. Accordingly, it is agreed that the Client shall accept full responsibility for bodily injury, property

damage, fire, theft, collision or public liability claims arising out of the operation of a licensed motor vehicle for the Client.

This Agreement is entered into and is governed by the laws of the State of California. The parties hereto agree that state and federal courts in the County of Los Angeles, State of California have exclusive jurisdiction over any legal action in connection with this Agreement. In the event there is a dispute between Client and WLA arising from this Agreement, regarding any freelance services or the payment of WLA's invoices for freelance services, the prevailing party in any such action will be entitled to all reasonable costs and attorneys' fees incurred.

WLA's maximum liability to Client arising out of conduct by any freelance employee shall not exceed the average of one month's billing by WLA for that freelance employee's services.

Being duly authorized on behalf of the Client, the person approving this timecard, hereby certifies that the freelance services were performed in a satisfactory manner

In the event that a WLA freelance employee is hired by the Client, the Client hereby acknowledges that there shall be a direct hire fee (the "Direct Hire Fee") payable to WLA in the amount of 20% of the direct hire employee's annual salary or its legal equivalent on a prorated basis (unless otherwise agreed to by WLA and the Client in writing) and that any action taken by the Client to avoid payment of the Direct Hire Fee (i.e., by hiring the freelance employee as a full time employee, part time employee, or independent contractor without notifying WLA) shall not circumvent the obligation to pay such Direct Hire Fee as required herein.

The Client hereby accepts the terms and conditions therein. I further understand that all fees are due within ten (10) days upon receipt of invoice unless otherwise specified in writing.