



WORKWAY, INC. STAFFING SERVICES AGREEMENT

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between WORKWAY, INC., a California corporation, ("Workway") with its principal place of business 2401 W. Olive Avenue, Suite 200, Burbank, CA 91506, and ("Client"). Workway and Client hereby agree to the following:

- 1. Staffing Services: Workway hereby agrees to provide to Client personnel, who shall fill temporary or temporary to permanent or permanent employment and/or staffing positions (as appropriate, "Staff") with or for Client. Client agrees to pay such rates as Workway shall publish from time to time (the "Rates"). Workway shall employ its reasonable best efforts to provide Staff appropriate to Client's requirements in accordance with criteria which shall be provided by Client. While on assignment with Client, Staff shall be agents of Client and not of Workway. Client shall bear sole responsibility and liability for Staff's intentional and/or negligent acts and/or omissions while on assignment with Client and Workway shall bear no responsibility or liability therefore. However, if Client provides written notice via facsimile to Workway within three (3) hours after the arrival of Staff that Staff's performance is unsatisfactory, Client, as its sole and exclusive remedy for any and all claims hereunder, shall not be charged for said Staff's placement or service and Workway shall use its reasonable best efforts to assign appropriate replacement Staff to Client. If Workway is unable to assign an appropriate replacement, then this Agreement shall be terminated with respect to such assignment and neither party shall have any responsibility or liability to the other party with respect thereto thereafter. Failure to notify Workway as aforesaid shall constitute Client's agreement that such Staff was satisfactory. Workway shall bill Client weekly for services rendered. Client's payment for such services shall be due immediately upon receipt of Workway's bill or invoice. Overtime hours worked by Staff shall be billed at either 1 1/2 or 2 times the Rates, in accordance with state law. All payments by Client which are over 1 week past due shall be subject to an additional monthly 1.5% surcharge on the billed amount, in addition to any applicable attorney's fees and/or related costs incurred by Workway in connection with collection of the billed amount.
2. Hiring of Staff By Client: Client agrees that, if Client, without the written consent of Workway hires any Staff within twelve (12) months after the last day of such Staff's placement with Client by Workway or employment by Workway, Client shall pay Workway a fee determined in accordance with Workway's regularly published rates.
3. Insurance: Client will acquire and maintain such policies of insurance as Workway and Client shall mutually determine, including policies of workers' compensation insurance, with such minimum coverage amounts as Workway and Client shall mutually determine. In addition to any other appropriate coverage, such policies shall insure Client and Staff on assignment with Client against bodily injury and property damage liability caused to any party, including, without limitation, Client, Staff and Workway, by or in connection with Client's business operations and/or products and/or professional service. Client shall provide Workway with one or more Certificates of Insurance (each, a "Certificate") within forty-five (45) days after the execution of this Agreement, verifying Client's compliance with the provisions of this Section. Client further agrees to inform Workway in writing prior to any cancellation or change in any of the material terms of any of its insurance policies. Client also agrees and acknowledges that Workway is not obligated to provide or maintain any insurance whatsoever in connection with the provision, performance or placement of Staff with Client.
4. Termination: This Agreement may be terminated at any time by either party upon delivery by the terminating party of written notice of termination to the other party. Upon such termination, all fees, costs and commissions incurred by Client in connection with this Agreement shall become immediately due and payable.
5. Limitation of Liability: Client agrees to release, indemnify, defend and hold harmless Workway (together with Workway's officers, directors, shareholders, agents, employees, heirs, successors and assigns) from and against any claims (including workers' compensation claims), expenses and/or liabilities arising from or in connection with the performance of this Agreement by either party or by Staff.
6. Amendments: This Agreement may be amended from time to time only by a writing executed by both Workway and Client. Under no circumstances shall this Agreement be amended orally.
7. Arbitration: In the event of any dispute, claim or controversy between the parties arising out of, or relating to this Agreement or any of the documents executed pursuant to this Agreement, whether in contract, tort, equity or otherwise, and whether relating to the meaning, interpretation, effect, validity, performance or enforcement of this Agreement or any of the documents executed pursuant to this Agreement, such dispute, claim or controversy shall be resolved by and through an arbitration proceeding to be conducted by a retired judge of the Superior Court of the County of Los Angeles or Federal District Court for the Central District of California, selected from the panel of judges affiliated with Judicial Arbitration and Mediation Services ("JAMS"), which proceeding shall take place in Los Angeles County, California. Whether any such dispute, claim or controversy is subject to arbitration shall likewise be determined by the arbitrator. This agreement to arbitrate and the findings, judgments and/or awards rendered through such arbitration shall be final and binding on the parties hereto and may be specifically enforced by legal proceedings in any court of competent jurisdiction in Los Angeles County. The parties agree that arbitration as set forth above shall be the sole means of resolving any disputes, claims and controversies among them arising out of this Agreement. This arbitration clause shall survive the termination of this Agreement.
8. Attorney's Fees: If either of the parties hereto shall bring an action or initiate arbitration against the other by reason of any alleged breach of this Agreement, the unsuccessful party shall pay to the prevailing party all attorneys' fees and costs actually incurred by the prevailing party, in addition to any other relief to which it may be entitled. As used in this Section, "actual attorneys' fees" or "attorneys' fees actually incurred" means the full and actual cost of any legal services actually performed in connection with the matter for which such fees are sought, calculated on the basis of the usual fees charged by the attorneys performing such services, and shall not be limited to "reasonable attorneys' fees" as that term may be defined in statutory or decisional authority.

WORKWAY, a California Corporation

"CLIENT" \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_