**STAFFING SERVICES AGREEMENT**

**R131014**

**THIS STAFFING SERVICES AGREEMENT** (the “**Agreement**”), entered into and effective this October \_\_\_\_, 2013, (the "**Effective Date**") is by and between Sony Pictures Entertainment Inc., a Delaware corporation (“**Company**”), with offices at 10202 West Washington Blvd., Culver City, California 90232 , and Randstad Professionals US, LP, d/b/a Randstad Sourceright, with an address at 150 Presidential Way, 3rd Floor, Woburn, MA 01801. This Agreement is applicable only to the Randstad Sourceright division of Randstad Professionals US, LP, and is not intended to apply to any other division of Randstad Professionals US, LP. (“**Contractor**”).

**W I T N E S S E T H:**

**Background.** Company wishes to engage Contractor to perform certain recruiter on demand services as more particularly described in Exhibit A, attached to and made a part of this Agreement (the "**Services**"). Contractor desires to accept association with Company in such capacity and represents that it possesses the skills and expertise required to perform the Services.

**NOW, THEREFORE**, in consideration of the mutual covenants and premises hereinabove and hereinafter set forth, the parties hereby agree as follows:

**1. SERVICES**

**1.1. Services**. Company hereby engages Contractor to perform the Services as described in Exhibit A (which shall also require execution of a Work Authorization in the form of Appendix A-1 attached hereto detailing speficic Services to be supplied to Company) or as from time to time may be assigned pursuant to Paragraph 1.2. Contractor agrees to perform the Services in accordance with the highest professional standards applicable to the performance of like services. Without in any manner prejudicing the right of Company to claim that any other breach or default of this Agreement on the part of Contractor constitutes a material breach or default, it is understood and agreed that, except as provided under Paragraph 9.4 below, the substantial or repeated failure of Contractor to perform the Services in the times specified shall constitute a material breach and default of this Agreement on the part of Contractor.

**1.2. Additional Services**. Company may, from time to time, request that Contractor perform additional Services (“**Additional Services**”). If Contractor accepts such assignments, the parties shall agree to the parameters of the Additional Services to be undertaken by executing an “**Additional Work Authorization**” in the form of Exhibit B, attached to and made a part of this Agreement. The Additional Services shall be considered “Services” under this Agreement, and shall be performed in accordance with and subject to the terms and conditions of this Agreement and the Additional Work Authorization specifying the Services to be performed.

**1.3. Reports.** Company may periodically request reasonable written reports concerning Contractor's progress, project status, billing data, and other matters pertaining to the Services, and Contractor shall promptly provide such reports to Company at no additional charge.

**1.4. No Obligation to Use Services.** Company does not commit to any volume, minimum fee or any other commitment. Nothing herein requires Company to utilize Contractor for any services, nor does it preclude Company from obtaining competitive services from any other person or entity.

**2. COMPENSATION / EXPENSES**

**2.1. Fees**. As full and complete consideration for the Services to be performed by Contractor, Company agrees to pay Contractor total fees (hereinafter called the "**Fees**") in accordance with this Section 2, inclusive of any and all taxes which are Contractor’s complete responsibility (but exclusive of taxes based on Company’s income), with the exception of any applicable sales taxes, which will be invoiced as a separate line item. For the Services to be provided under Exhibit A (which shall also require execution of a Work Authorization), the Fees shall be as set forth in Exhibit A (as supplemented by such Work Authorizations). For any Additional Services pursuant to Paragraph 1.2 above, the Fees shall be agreed upon prior to the initiation of such Additional Services and set forth in the Additional Work Authorization as provided in Paragraph 1.2 above. Contractor shall only be compensated for Additional Services pursuant to properly executed Additional Work Authorizations as provided in this Agreement. Any work which is not so authorized and documented shall not be entitled to compensation under any legal theory and Contractor hereby waives any compensation for such additional and/or modified work. Payment of the Fees shall be subject to completion of the Services as provided herein.

**2.2 Expenses**. The Fees shall include all sums due and owing of every kind and description including but not limited to telephone calls, mileage, stationery, and special services such as typing, duplicating costs and mailing expenses. Unless these costs are specifically agreed to as a separate reimbursable expense item on Exhibit A or in an Additional Work Authorization, Company will not pay Contractor therefor.

**2.4. Invoices.** Unless otherwise specified in Exhibit A, Contractor shall submit invoices monthly in advance, and, subject to the terms of this Agreement, invoices are payable within sixty (60) days of invoice date.

**2.4. Books and Records; Audits.**

(i) Contractor shall maintain complete and accurate accounting records, and shall retain such records for a period of three (3) years following the date of the invoice to which they relate.

(ii) Company (and its duly authorized representatives) shall be entitled to (a) audit such books and records as they relate to the Services performed hereunder, upon reasonable notice to Contractor and during normal business hours, and (b) make copies and summaries of such books and records for its use. If Company discovers an overpayment in the amounts paid by Company to Contractor for any period under audit (an “**Audit Overpayment**”), Contractor shall promptly pay such Audit Overpayment to Company. In the event that any such Audit Overpayment shall be in excess of five percent (5%) of the aggregate payments made by Company in respect of the applicable period under audit, Contractor shall also reimburse Company for all reasonable costs and expenses incurred by Company in connection with such audit and the collection of the Audit Overpayment. If any such Audit Overpayment shall be in excess of ten percent (10%) of the aggregate payments made by Company in respect of the applicable period under audit, Company shall have the right to re-audit, at Contractor’s expense, Contractor’s books and records for any and all past years (since the commencement of this Agreement)**.**

(iii) In the event Contractor determines that it has any inquiries, problems or believes there are errors or discrepancies with respect to any amounts due pursuant to this Agreement, Contractor agrees to give Company written notice thereof within ninety (90) days from the date that the work which gave rise to the inquiry, problem and/or discrepancy, etc. was performed. Contractor’s failure to give Company such notice shall constitute a waiver of any and all rights which Contractor may have to any adjustment, charge or reimbursement by reason thereof.

**3. PROPRIETARY RIGHTS / CONFIDENTIALITY/ EXPORT CONSIDERATIONS**

**3.1. No Violation of Proprietary Rights**. Contractor hereby represents and warrants to Company that its activities in connection with the performance of the Services hereunder will not violate any proprietary rights of third parties, including, without limitation, patents, copyrights, or trade secrets, and that such activities will not violate any contractual obligations or confidential relationships which Contractor may have to/with any third party. Contractor’s obligations under this Section 3 shall shall be abated as to the Resources to the extent that such violation results solely from the Resources complying with Company’s specific instructions..

**3.2. Confidential Information**.

(i) Contractor agrees to hold in trust and confidence, without limitation of time, all of the information and materials (including but not limited to all documents, reports, papers, programs, cards, tapes, disks, disk-racks, plans, designs, drawings, specifications, formulae, instructions, processes, systems, theories and any other information or materials) regarding Company's business, the Services performed hereunder and the results thereof (a) disclosed by Company, its agents or employees to Contractor hereunder; (b) obtained from Company or otherwise learned as a result of the Services performed hereunder; and/or (c) used as a basis for and/or contained in any reports prepared by Contractor for Company hereunder (all of which shall be called the "**Confidential Information**"). The existence and substance of this agreement shall be included as Confidential Information. Contractor will not (1) use or allow to be used for its own benefit, (2) disclose or reveal or allow to be disclosed or revealed to any third party, or (3) make any commercial or other use of, all or any part of the Confidential Information nor make any press release regarding the existence of this Agreement without the prior written consent of Company.

(ii) It is understood, however, that the restrictions in this Paragraph 3.2, shall not apply to any portion of the Confidential Information which Contractor can clearly demonstrate falls within any of the following categories: (a) Confidential Information that as of the time of disclosure to Contractor, was already known to Contractor without obligation of confidentiality, as demonstrated by appropriate documentary evidence antedating the relationship between Contractor and Company; or (b) Confidential Information obtained after the date hereof by Contractor from a third party which is lawfully in possession of such information and not in violation of any contractual or legal obligation to Company with respect to such information; or (c) Confidential Information which is or becomes part of the public domain through no fault of Contractor or its employees.

(iii) Contractor agrees to restrict access to all of the Confidential Information within its company to only such limited group of authorized employees or independent contractors who (a) require such information in connection with their activities as contemplated by this Agreement, and (b) have agreed in writing with Contractor to maintain the confidential nature of all proprietary information - including that of third parties - received by them in the course of their employment or engagement. Company’s name or insignia, photographs of any project part of the Services, or any other publicity pertaining to the Services shall not be used in any magazine, trade paper, newspaper or other medium without the prior written consent of Company.

(iv) All written materials relating to or containing the Confidential Information shall be maintained in a restricted access area and plainly marked to indicate the secret and confidential nature thereof and to prevent unauthorized use or reproduction thereof.

(v) Disclosure of Confidential Information to Contractor hereunder shall not constitute any option, grant or license to Contractor under any patent or other rights now or hereinafter held by Company, its subsidiaries, or any of its affiliated companies.

(vi) Upon termination of this Agreement, or earlier upon Company’s request, Contractor shall deliver all items containing any Confidential Information to Company or make such other disposition thereof as Company may direct.

**3.3. Survival**. This Section 3 shall survive termination or expiration of this Agreement.

**4. DATA PRIVACY AND INFORMATION SECURITY**

**4.1.** To the extent that Company provides to Contractor, or Contractor otherwise accesses Personal Data (as defined below) about Company’s employees, customers, or other individuals in connection with this Agreement, Contractor represents and warrants that: (i) Contractor will only use Personal Data for the purposes of fulfilling its obligations under the Agreement, and Contractor will not disclose or otherwise process such Personal Data except upon Company’s instructions in writing; (ii) Contractor will notify Company in writing and obtain Company’s consent before sharing any Personal Data with any government authorities or other third parties; (iii) Contractor shall supply personally identifiable information to Company only in accordance with, and to the extent permitted by, applicable laws relating to privacy and data protection in the applicable countries; (iv)Contractor must seek and obtain explicit consent from candidates for the transfer of the candidates’ information to Company’s third-party portal provider and Company in the US (via Company’s third-party portal or another means); (v) if Contractor supplies candidate(s) information to Company by a means other than Company’s third-party portal, Contractor shall inform Company of their process for complying with any applicable cross-border transfer data protection requirements; (vi) Contractor agrees to adhere to additional contractual terms and conditions related to Personal Data as Company may instruct in writing that Company deems necessary, in its sole discretion, to address applicable data protection, privacy, or information security laws or requirements; (vii) upon Company’s request, Contractor shall promptly supply evidence of written consent from referred candidates, for the transfer of candidate’s personally identifiable information from Contractor to Company.

**4.2.** In the event that (i) any Personal Data is disclosed by Contractor (including its agents or subcontractors), in violation of this Agreement or applicable laws pertaining to privacy or data security, or (ii) Contractor (including its agents or subcontractors) discovers, is notified of, or suspects that unauthorized access, acquisition, disclosure or use of Personal Data has occurred (“Privacy Incident”), Contractor shall notify Company immediately in writing of any such Privacy Incident. Contractor shall cooperate fully in the investigation of the Privacy Incident, indemnify Company for any and all damages, losses, fees or costs (whether direct, indirect, special or consequential) incurred as a result of such incident, and remedy any harm or potential harm caused by such incident.

**4.3.** To the extent that a Privacy Incident gives rise to a need, in Company’s sole judgment, to provide (A) notification to public authorities, individuals, or other persons, or (B) undertake other remedial measures (including, without limitation, notice, credit monitoring services and the establishment of a call center to respond to inquiries (each of the foregoing a "Remedial Action")), at Company’s request, Contractor shall, at Contractor’s cost, undertake such Remedial Actions. The timing, content and manner of effectuating any notices shall be determined by Company in its sole discretion.

**4.4.** To the extent that Company provides to Contractor, or Contractor otherwise accesses Personal Data about Company’s employees, customers, or other individuals in connection with this Agreement, Contractor shall implement a written information security program (“Information Security Program”) that includes administrative, technical, and physical safeguards that ensure the confidentiality, integrity, and availability of Personal Data, protect against any reasonably anticipated threats or hazards to the confidentiality, integrity, and availability of the Personal Data, and protect against unauthorized access, use, disclosure, alteration, or destruction of the Personal Data. In particular, the Contractor’s Information Security Program shall include, but not be limited, to the following safeguards where appropriate or necessary to ensure the protection of Personal Data:

(i) Access Controls – policies, procedures, and physical and technical controls: (i) to limit physical access to its information systems and the facility or facilities in which they are housed to properly authorized persons; (ii) to ensure that all members of its workforce who require access to Personal Data have appropriately controlled access, and to prevent those workforce members and others who should not have access from obtaining access; (iii) to authenticate and permit access only to authorized individuals and to prevent members of its workforce from providing Personal Data or information relating thereto to unauthorized individuals; and (iv) to encrypt and decrypt Personal Data where appropriate.

(ii) Security Awareness and Training – a security awareness and training program for all members of Contractor’s workforce (including management), which includes training on how to implement and comply with its Information Security Program.

(iii) Security Incident Procedures – policies and procedures to detect, respond to, and otherwise address security incidents, including procedures to monitor systems and to detect actual and attempted attacks on or intrusions into Personal Data or information systems relating thereto, and procedures to identify and respond to suspected or known security incidents, mitigate harmful effects of security incidents, and document security incidents and their outcomes.

(iv) Contingency Planning – policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, and natural disaster) that damages Personal Data or systems that contain Personal Data, including a data backup plan and a disaster recovery plan.

(v) Device and Media Controls – policies and procedures that govern the receipt and removal of hardware and electronic media that contain Personal Data into and out of a Contractor facility, and the movement of these items within a Contractor facility, including policies and procedures to address the final disposition of Personal Data, and/or the hardware or electronic media on which it is stored, and procedures for removal of Personal Data from electronic media before the media are made available for re-use.

(vi) Audit controls – hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic information, including appropriate logs and reports concerning these security requirements and compliance therewith.

(vii) Data Integrity – policies and procedures to ensure the confidentiality, integrity, and availability of Personal Data and protect it from disclosure, improper alteration, or destruction.

(viii) Storage and Transmission Security – technical security measures to guard against unauthorized access to Personal Data that is being transmitted over an electronic communications network, including a mechanism to encrypt electronic information whenever appropriate, such as while in transit or in storage on networks or systems to which unauthorized individuals may have access.

(ix) Secure Disposal – policies and procedures regarding the disposal of Personal Data, and tangible property containing Personal Data, taking into account available technology so that Personal Data cannot be practicably read or reconstructed.

(x) Assigned Security Responsibility – Contractor shall designate a security official responsible for the development, implementation, and maintenance of its Information Security Program. Contractor shall inform Company as to the person responsible for security.

(xi) Testing – Contractor shall regularly test the key controls, systems and procedures of its Information Security Program to ensure that they are properly implemented and effective in addressing the threats and risks identified. Tests should be conducted or reviewed by independent third parties or staff independent of those that develop or maintain the security programs.

(xii) Adjust the Program – Contractor shall monitor, evaluate, and adjust, as appropriate, the Information Security Program in light of any relevant changes in technology or industry security standards, the sensitivity of the Personal Data, internal or external threats to Contractor or the Personal Data, requirements of applicable Work Authorizations, and Contractor’s own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.

**4.5.** Company may request upon ten days written notice to Contractor access to necessary facilities, systems, records and supporting documentation in order to audit Contractor’s compliance with its obligations under or related to the Information Security Program. Audits shall be subject to all applicable confidentiality obligations agreed to by Company and Contractor, and shall be conducted in a manner that minimizes any disruption of Contractor’s performance of services and other normal operations.

**4.6.** Personal Data means individually identifiable information from or about an individual including, but not limited to (i) social security number; (ii) credit or debit card information, including card number, expiration date, and data stored on the magnetic strip of a credit or debit card; (iii) financial account information, including the ABA routing number, bank account number, retirement account number; (iv) driver’s license, passport, taxpayer, military, or state identification number; (v) medical, health or disability information, including insurance policy numbers, (vi) passwords, fingerprints, biometric data, or (vii) other data about an individual, including first and last name; home or other physical address, including street name and name of city or town; email address or other online contact information, such as an instant messaging user identifier or a screen name, that reveals an individual’s email address; and telephone number.

**5. OWNERSHIP OF WORK PRODUCT**

5**.1. Work Product**. As part of this Agreement, and without additional compensation, Contractor acknowledges and agrees that all right, title and interest (including, without limitation, patents and copyrights) in any and all tangible and intangible property and work products, ideas, inventions, discoveries and improvements, whether or not patentable, which are conceived / developed / created / obtained or first reduced to practice by Contractor (including, without limitation, the Resources (as defined in Exhibit A) for Company in connection with the performance of the Services (collectively referred to as the "**Work Product**"), including, without limitation, all technical notes, schematics, software source and object code, prototypes, breadboards, computer models, artwork, literature, methods, processes and photographs, shall vest exclusively in Company. Contractor without further compensation therefor does hereby irrevocably assign, transfer and convey in perpetuity to Company and its successors and assigns the entire worldwide right, title, and interest in and to the Work Product including, without limitation, all patent rights, copyrights, mask work rights, trade secret rights and other proprietary rights therein. Such assignment includes the transfer and assignment to Company and its successors and assigns of any and all moral rights which Contractor may have in the Work Product. Contractor acknowledges and understands that moral rights include the right of an author: to be known as the author of a work; to prevent others from being named as the author of a work; to prevent others from falsely attributing to an author the authorship of a work which he/she has not in fact created; to prevent others from making deforming changes in an author’s work; to withdraw a published work from distribution if it no longer represents the views of the author; and to prevent others from using the work or the author’s name in such a way as to reflect on his/her professional standing.

5**.2. Company Property**. All Confidential Information, data, business plans and information, specifications, drawings, or other property furnished by Company or obtained by Contractor in connection with the performance of the Services hereunder shall remain the exclusive property of Company. Contractor agrees that such Company property will be used for no purpose other than for work for Company under this Agreement. Contractor shall be responsible for the safekeeping of all such property.

5**.3. Further Assurances**. Contractor agrees that without further remuneration (except out-of-pocket expenses) and whether or not this Agreement is in effect, Contractor will, at Company's request execute and deliver any documents and give all reasonable assistance which may be essential or desirable to secure to, assign, and vest in Company the sole and exclusive right, title, and interest in and to the Work Product.

**6. COMPETING SERVICES**

Company agrees that Contractor may engage in other business activities provided they do not affect its ability to perform its obligations and carry out its responsibilities to Company hereunder.

**7. INDEMNIFICATION**

**7.1.** **General**. Contractor shall use reasonable care and judgment in rendering the services to be performed hereunder. Contractor will defend, indemnify and hold harmless Company and each of its direct and indirect parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "**Indemnitees**"), from and against any and all claims, demands, liabilities, losses, damages, expenses (including without limitation, penalties and interest, reasonable fees and disbursements of counsel, and court costs), proceedings, judgments, settlements, actions or causes of action or government inquiries of any kind (including, without limitation, emotional distress, sickness, personal injury or death to any person (including employees of Contractor or its contractors), or damage or destruction to, or loss of use of, tangible property) (“**Claims**”) to the extent arising out of, relating to or in connection with the Contractor’s negligent performance of the services under this Agreement or Contractor’s breach of any of the representations, warranties, covenants, duties or obligations of Contractor (including, without limitation, the Personnel (as defined in Exhibit A hereto)) under this Agreement; provided, however, that Contractor shall not be obligated to indemnify Company with respect to Claims due to the negligence or willful misconduct of Company.

**7.2. Infringement**. Contractor shall defend, indemnify and hold harmless the Indemnitees from and against any and all any Claims arising out of, relating to or in connection with or attributable to any claim that any or all of the Services, or any information, design, specification, instruction, software, data or material furnished in connection therewith (collectively, including the Services, the “**Material**”), infringes any patent, trade secret, copyright, trademark or other proprietary right. Without limiting the foregoing, should any of the Services or Material become (or, in Contractor’s or Company’s opinion, be likely to become) the subject of a claim alleging infringement, Contractor shall immediately notify Company and shall, at its own expense and at Company’s option, use its best efforts to: (a) procure for Company the right to continue to use the Services or Materials as contemplated by this Agreement; (b) replace or modify the Services or Materials so as to make them non-infringing, provided that the replacement or modification performs the same functions and matches or exceeds the performance and reliability of those replaced; or (c) if neither (a) or (b) above are, in Company’s opinion, commercially feasible, Company may return the infringing Materials and terminate this Agreement, whereupon Contractor shall (i) refund to Company all fees paid or payable for such Services or Materials and (ii) reimburse Company for its costs and expenses incurred to obtain substitute services and/or materials (including, but not limited to, the difference (if any) between the amounts paid or payable to Company and the amounts payable for such substitute services and materials, taking into account that such substitute services and materials may have to be obtained on an expedited basis).

**7.3. Indemnification Procedures**. Company will notify Contractor promptly in writing of any Claim of which Company becomes aware. Contractor will, at its option, settle or defend, at its own expense and with its own counsel, the Claim. Company may, at its own expense participate in the defense. In any event, (a) Contractor shall keep Company informed of, and shall consult with Company in connection with, the progress of any investigation, defense or settlement, and (b) Contractor shall not have any right to, and shall not without Company’s prior written consent (which consent will be in Company’s sole and absolute discretion), settle or compromise any claim if such settlement or compromise (i) would require any admission or acknowledgment of wrongdoing or culpability by Company or any Indemnitee, (ii) would, in any manner, interfere with, enjoin, or otherwise restrict any project and/or production of Company or any Indemnitee or the release or distribution of any motion picture, television program or other project of Company or any Indemnitee, or (iii) provide for any non-monetary relief to any person or entity to be performed by Company or any Indemnitee.

**7.4 Survival**. The obligations described in this Section 7 shall survive the termination/expiration of this Agreement.

**8. INSURANCE**

8.1.1 A Commercial General Liability Insurance Policy with a limit of not less than $**~~1~~** **3** million per occurrence and $**~~2~~** **3** million in the aggregate and a Business Automobile Liability Policy (including owned, non-owned, and hired vehicles) with a combined single limit of not less than $1 million, both policies providing coverage for bodily injury, personal injury and property damage liability, (if Contractor does not have a business auto policy, Contractor’s personal auto policy will be sufficient for limits of $100,000/$300,00/$100,000 and this policy will comply with section 8.2 below) with respect to all operations**. All policies will be in full force and effect during the term of this Agreement and for one (1) year after the expiration or termination of this Agreement unless otherwise stated below**;

8.1.2 Professional Liability Insurance with a $**~~1~~**  **5** million limit for each occurrence and in the aggregate; if Contractor collects, stores and/or monitors Personal **i**dentifiable information, (PII) of any potential recruits, the Contractor must carry Network Security and Data Privacy insurance whether PII is in hard file form or in electronic form. The limits for this insurance should be at least $**~~1~~** **5**million per occurrence. If any policy in this section 8.1.2 is written on a claims-made basis, the Contractor’s policy(ies) will be in full force and effect throughout this Agreement and for three (3) years after the expiration or termination of this Agreement; and

8.1.3 An Umbrella or Following Form Excess Liability Insurance policy will be acceptable to achieve the above required liability limits; and

8.1.4 Workers’ Compensation Insurance with statutory limits to include Employer’s Liability with a limit of not less than $1 million. If Contractor has no employees, worker’s compensation and employer’s liability **~~is~~** **are** not required; however, Contractor or any subcontractors, assoicates, personnel will hold Company harmless for any injuries or illnesses suffered while performing services for Company.

8.1.5 Fidelity or Crime Policy/Bond for employee theft and dishonesty including third party property coverage in limits of not less than $**~~100,000~~** **250,000**, which shall be included on the Certificate of Insurance with all other insurance requirements.

**8.2.** The policies referenced in the foregoing clauses 8.1.1**,** **~~and~~** 8.1.2 **and 8.1.3 (if applicable)** shall include Company and each of its direct and indirect parents, subsidiaries and affiliates (collectively, including Company, the “**Affiliated Companies**”) as an additional insured with respect to the Services performed under this Agreement, including defense costs**~~, but excluding the proportionate share of negligence of such additional insured~~** by endorsement. The **liability** policies referenced in the foregoing clauses 8.1.1**, 8.1.2** and 8.1.3 shall contain a severability of interest clause, ~~provide a Waiver of Subrogation endorsement on behalf of the Affiliated Companies for clause 8.1.4~~, and shall be primary insurance in place and stead of any insurance maintained by Company. **The policy referenced in the foregoing clause 8.1.4 shall include a Waiver of Subrogation endorsement in favor of the Affiliated Companies.** No insurance of Contractor shall be co-insurance, contributing insurance or primary insurance with Company’s insurance. **~~Contractor shall maintain such insurance in effect until all of the services hereunder are completed and accepted for final payment.~~** All insurance companies, the form of all policies and the provisions thereof shall be subject to Company’s prior approval; provided also that in the event that Contractor’s insurer(s) is(are) based outside of the United States, Contractor’s insurance policy coverage territory must include the United States written on a primary basis and provide Company with a right to bring claims against Contractor’s polices in the United States, as evidenced on the certificate of insurance or in a confirmation of coverage letter. Contractor is responsible for any and all deductibles/self insured retentions under the Contractor’s insurance policies.

**8.3.** Contractor agrees to deliver to Company upon execution of this Agreement Certificates of Insurance and endorsements evidencing the insurance coverage herein required. Each such Certificate of Insurance and endorsement shall be signed by an authorized agent of the applicable insurance company and shall state that such insurance policies are primary and non-contributing to any insurance maintained by Company. Contractor shall provide not less than thirty (30) days prior written notice to Company if there is a cancellation or non-renewal of any insurance policy under this Agreement. Upon request by Company, Contractor shall provide a copy of each of the above insurance policies to Company. Company, at its expense, shall have the right to designate its own legal counsel to defend its interests under said insurance coverage at the usual rates for said insurance companies in the community in which any litigation is brought.

**9. TERM, TERMINATION AND CANCELLATION**

**9.1. Term**. This Agreement shall commence on the Effective Date and thereafter shall remain in effect (unless and until terminated as set forth in this Section 9). Contractor shall render Services to Company for the period (the “Term”) set forth in the Work Authorization “Exihibt A-1”, until all duties and obligations of the parties have been discharged, subject to Section 9 hereof.

**9.2. Termination**. This Agreement may be terminated forthwith by either party upon the occurrence of any of the following, by the terminating party giving written notice to the other party as required by Section 12, in which event this Agreement shall terminate on the date set forth in such notice. The effective date of said written notice (as described in Section 12) shall be deemed the date on which notice of termination of this Agreement shall have been given.

(i) The other party commits any act of fraud, gross negligence or willful misconduct in connection with the Services rendered hereunder;

(ii) If any proceeding in bankruptcy or in reorganization or for the appointment of a receiver or trustee or any other proceedings under any law for the relief of debtors shall be instituted by the other party, or if such a proceeding is brought involuntarily against the other party and is not dismissed within a period of 30 days from the date filed, or if the other party shall make an assignment for the benefit of creditors;

(iii) A material breach by the other party of any of the terms of this Agreement which breach is not remedied by the other party to the terminating party’s reasonable satisfaction within 10 days of the other party’s receipt of notice of such breach from the terminating party by registered or certified mail, return receipt requested, or by Federal Express or other nationally recognized private overnight package/letter delivery service.

**9.3. Cancellation**. Any other provision of this Agreement notwithstanding, Company shall have the right, within it sole discretion, to terminate any or all of the Services being performed by Contractor upon thirty (30) working days’ prior written notice to Contractor. Any such termination shall be without any further liability hereunder for any reason whatsoever, and Company shall not be liable to Contractor for any further charges with respect to the Services being so terminated, except for such work which Contractor can demonstrate was properly performed prior to the date of termination.

**9.4. Force Majeure**. In the event delay is caused by circumstances beyond either party's control, including but not limited to fire, strike, war, riots, acts of God, and/or acts of civil or military authority, the Term shall be extended to provide for such delay. Immediately upon such an occurrence, the parties shall begin discussions as to mutually acceptable adjustments to or alternate methods of proceeding with the affected Services, and the impact, if any, on project schedules. If any such delay continues for a period beyond 30 days, and the parties are unable to agree to an acceptable adjustments to or alternate methods of proceeding with the affected Services, then either party may request that the other party participate in discussions to establish mutually acceptable terms for the termination of any or all of the affected Services and/or this Agreement.

**9.5. Return of Confidential Information / Personal Data / Work Product**. Upon termination of this Agreement, or earlier upon Company's request, Contractor shall deliver to Company all items requested by Company containing any Confidential Information as described under Section 3 above, Personal Data as described in Section 4 above, and/or Work Product as described under Section 5 above, or make such other disposition thereof as Company may direct in writing.

**10. INDEPENDENT CONTRACTOR**

**10.1. Independent Contractor**. It is understood and agreed that in performing the Services for Company hereunder, Contractor shall act in the capacity of an independent contractor and not as an employee, partner, joint venture or agent of Company. Contractor agrees that unless otherwise instructed in writing it shall not represent itself as the agent or legal representative of Company for any purpose whatsoever. Contractor shall be solely responsible for the remuneration of and the payment of any and all taxes with respect to its employees and contractors and any claims with respect thereto and shall be solely responsible for the withholding and payment of all federal, state and local income taxes as well as all FICA and FUTA taxes applicable to it, its employees, and its contractors. Contractor acknowledges that as an independent contractor, neither it nor any of its employees or contractors shall be eligible for any Company employee benefits, including, but not limited to, vacation, medical, dental or pension benefits.

**10.2. Indemnification**. Contractor agrees to indemnify Company for and hold it harmless from any and all taxes which Company may have to pay and any and all liabilities (including, but not limited to, judgments, penalties, fines, interest, damages, costs and expenses, including reasonable attorney’s fees) which may be obtained against, imposed upon or suffered by Company or which Company may incur by reason of its failure to deduct and withhold from the compensation payable hereunder any amounts required or permitted to be deducted and withheld from the compensation of an individual under the provisions of any statutes heretofore or hereafter enacted or amended requiring the withholding of any amount from the compensation of an individual.

**10.3. Withholding**. Notwithstanding any other provisions of this Agreement, if it should be determined that Company is legally required to make deductions from any amounts owed to Contractor under this Agreement (e.g., withholding taxes, social security contributions, etc.), Company shall have the right to do so.

**11. LIMITATION OF LIABILITY**

Under no circumstances shall either party be liable to the other for any special, indirect or consequential loss or damage whether or not such loss or damage is caused by the fault or negligence of such party, its employees, agents or contractors and whether or not the parties have been apprised of the possibility of such losses or damages. This exclusion of liability for special, indirect or consequential loss or damage is intended to apply to damage or loss of a “commercial” nature such as, but not limited to, loss of profits or revenue, cost of capital, loss of use of equipment or facilities, or claims of customers due to loss of service. This exclusion is not intended to apply to:

(i) loss or damage resulting from Contractor’s default, Contractor’s termination, or suspension of services in violation of this Agreement, or a material defect in Contractor’s services, such as, but not limited to, additional managerial and administrative costs and expenses incurred in effecting a “cover” under a Contractor default;

(ii) loss or damage to property or personal injuries (including death) directly caused by Contractor’s or Company’s negligence; and

(iii) any loss or damage arising from any third party claims or proceedings in connection with Conrtractor’s (including its agents or subcontractors) breach of the Data Privacy and Information Security obligations under this Agreement.

Under no circumstances shall Contractor be liable for any damages, Claims, liabilities, costs or expenses in any way arising out of, under or in connection with this Agreement for any amounts in excess of the fees paid or payable to Contractor for the specific Resources to which the Claim relates (net of demonstrable payroll and burden costs) in the twelve (12) months preceding the event upon which a Claim is based.

**12. NOTICES**

To be effective, all communications and notices relating to this Agreement are to be sent by certified or registered mail, postage prepaid and return receipt requested (effective three (3) business days after postmark date), or delivered personally (effective upon receipt), or sent by nationally recognized overnight delivery service (effective one (1) business day after delivery to such delivery service), or by confirmed telecopy/facsimile (effective upon receipt), to the respective addresses set forth in the opening paragraph hereof (and, in the case of notices to Company, with a copy to: Sony Pictures Entertainment Inc., Thalberg Building, 10202 W. Washington Blvd., Culver City, California 90232, Attention: General Counsel, Facsimile: (310) 244-1797), (and in the case of notices to Contractor, with a copy to: Randstad Professionals US, LP, 150 Presidential Way, 4th Floor, Woburn, MA 01801, Attn: Legal Department), or to such other addresses as either party shall designate by notice given as aforesaid.

**13. COMPLIANCE WITH THE FCPA**

13.1 It is the policy of Company to comply fully with the U.S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-1 and 78dd-2 (“FCPA”), and any other applicable anti-corruption laws (“**Company’s FCPA Policy**”). Contractor hereby represents and warrants that it is aware of the FCPA, which prohibits the bribery of public officials of any nation.

13.2 Contractor agrees strictly to comply with Company’s FCPA Policy. Any violation of the Company FCPA Policy by Contractor will entitle Company immediately to terminate this Agreement. The determination of whether Contractor has violated the Company FCPA Policy will be made by Company in its sole good faith discretion.

13.3 Contractor understands that offering or giving a bribe or anything of value to a public official of any nation is a criminal offense. Contractor hereby explicitly represents and warrants that neither Contractor, nor, to the knowledge of Contractor, anyone acting on behalf of Contractor, has taken any action, directly or indirectly, in violation of the FCPA, Company’s FCPA Policy, or any other anti-corruption laws. Contractor further represents and warrants that it will take no action, and has not in the last 5 years been accused of taking any action, in violation of the FCPA, Company’s FCPA Policy, or any other anti-corruption law. Contractor further represents and warrants that it will not cause any party to be in violation of the FCPA and/or Company’s FCPA Policy and/or any other anti-corruption law. Contractor also agrees to advise all those persons and/or parties supervised by it of the requirements of the FCPA and Company’s FCPA Policy. This representation includes, without limitation, making an offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to any “foreign official” (as that term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office in contravention of the FCPA.

13.4 Contractor further represents and warrants that, should it learn of or have reason to know of any request for payment that is inconsistent with clause 13.2 or 13.3 herein or Company’s FCPA Policy, Contractor shall immediately notify Company of the request.

13.5 Contractor further represents and warrants that Contractor is not a foreign official, as defined under the FCPA, does not represent a foreign official, and that Contractor will not share any fees or other benefits of this contract with a foreign official.

13.6 Contractor will indemnify, defend and hold harmless Company and its affiliates and their respective directors, officers, employees and agents for any and all liability arising from any violation of the FCPA caused or facilitated by Contractor.

13.7 Company and its representatives shall have the right to review and audit, at Company’s expense, any and all books and financial records of Contractor related to Company, at any time.

13.8 In the event Company deems that it has reasonable grounds to suspect Contractor has violated this Agreement or the provisions of the Company FCPA Policy, either in connection with this Agreement or otherwise, Company shall be entitled partially or totally to suspend the performance hereof, without thereby incurring any liability, whether in contract or tort or otherwise, to Contractor or any third party. Such suspension shall become effective forthwith upon notice of suspension by Company to Contractor, and shall remain in full force and effect until an inquiry reveals, to the satisfaction of Company, that Contractor has not violated this Agreement or any of the provisions of Company’s FCPA Policy. Such termination shall not affect Company’s indemnification or audit rights, as described in paragraphs 13.6 and 13.7 herein, and Company shall own all the results and proceeds of Contractor services performed pursuant to this Agreement.

**14. GENERAL**

**14.1. Observance of Company Policies.** When Contractor's employees are working on the premises of Company, said Contractor's employees shall observe the working hours, working rules, safety and security procedures established by Company.

**14.2. Assignment**. This Agreement, each attachment and each and every portion thereof, shall be binding upon the successors and assigns of the parties hereto; provided that no right or interest in this agreement shall be assigned by Contractor without the prior written permission of Company, and no delegation of the obligations owed by Contractor to Company shall be made without the prior written consent of Company. For the purposes of this Section 14.2, a Change of Control, as defined herein, shall be deemed an assignment. “Change of Control” shall occur: (i) with respect to a party that is a Public Company (as defined herein), if as a result of any event (including but not limited to any stock acquisition, acquisition of securities convertible into or exchangeable for voting securities, merger, consolidation or reorganization) any one or more persons or entities who together beneficially own, directly or indirectly, more than 20% of the combined voting power of the then-outstanding securities of such party immediately prior to such event (the **“Public Company Controlling Shareholder(s)”**) together fail to own, after such event, more than 20% of the combined voting power of the then-outstanding securities of such party (or any successor, resulting or ultimate parent company or entity of such party, as the case may be, as a result of such event); or (ii) with respect to a party which is not a Public Company (as defined herein), if as a result of any event (including but not limited to any stock acquisition, acquisition of securities convertible into or exchangeable for voting securities, merger, consolidation or reorganization) any one or more persons or entities who together beneficially own, directly or indirectly, more than 50% of the combined voting power of the then-outstanding securities of such party immediately prior to such event (the **“Non-Public Company Controlling Shareholder(s)”**) together fail to own, after such event, more than 50% of the combined voting power of the then-outstanding securities of such party (or any successor, resulting or ultimate parent company or entity of such party, as the case may be, as a result of such event). **“Public Company”** means any company or entity (i) whose securities are registered pursuant to the Securities Act of 1933, as amended, (ii) whose securities are traded in any national or international stock exchange or over the counter market or (iii) which is subject to the reporting requirements of the Securities Exchange Act of 1934, as amended. Without limiting contractual obligations here under, the foregoing notwithstanding, Contractor may assign its receivables under this Agreement to an affiliate without the prior written consent of Company.

**14.3. Waiver**. Either party's waiver of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every term and condition thereof.

**14.4. Governing Law; Arbitration**.

(i) THE INTERNAL SUBSTANTIVE LAWS (AS DISTINGUISHED FROM THE CHOICE OF LAW RULES) OF THE STATE OF CALIFORNIA AND THE UNITED STATES OF AMERICA APPLICABLE TO CONTRACTS MADE AND PERFORMED ENTIRELY IN CALIFORNIA SHALL GOVERN (i) THE VALIDITY AND INTERPRETATION OF THIS AGREEMENT, (ii) THE PERFORMANCE BY THE PARTIES OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER, AND (iii) ALL OTHER CAUSES OF ACTION (WHETHER SOUNDING IN CONTRACT OR IN TORT) ARISING OUT OF OR RELATING TO THIS AGREEMENT (OR CONTRACTOR'S ENGAGEMENT AND/OR SERVICES HEREUNDER) OR THE TERMINATION OF THIS AGREEMENT (OR OF CONTRACTOR'S ENGAGEMENT AND/OR SERVICES).

(ii) All actions or proceedings arising in connection with, touching upon or relating to this Agreement, the breach thereof and/or the scope of the provisions of this Section 14.4 (a “**Proceeding**”) shall be submitted to JAMS (“**JAMS**”) for binding arbitration under its Comprehensive Arbitration Rules and Procedures if the matter in dispute is over $250,000 or under its Streamlined Arbitration Rules and Procedures if the matter in dispute is $250,000 or less (as applicable, the “**Rules**”) to be held solely in Los Angeles, California, U.S.A., in the English language in accordance with the provisions below.

(a) Each arbitration shall be conducted by an arbitral tribunal (the “**Arbitral Board**”) consisting of a single arbitrator who shall be mutually agreed upon by the parties. If the parties are unable to agree on an arbitrator, the arbitrator shall be appointed by JAMS. The arbitrator shall be a retired judge with at least ten (10) years experience in commercial matters. The Arbitral Board shall assess the cost, fees and expenses of the arbitration against the losing party, and the prevailing party in any arbitration or legal proceeding relating to this Agreement shall be entitled to all reasonable expenses (including, without limitation, reasonable attorney’s fees). Notwithstanding the foregoing, the Arbitral Board may require that such fees be borne in such other manner as the Arbitral Board determines is required in order for this arbitration clause to be enforceable under applicable law. The parties shall be entitled to conduct discovery in accordance with Section 1283.05 of the California Code of Civil Procedure, provided that (a) the Arbitral Board must authorize all such discovery in advance based on findings that the material sought is relevant to the issues in dispute and that the nature and scope of such discovery is reasonable under the circumstances, and (b) discovery shall be limited to depositions and production of documents unless the Arbitral Board finds that another method of discovery (e.g., interrogatories) is the most reasonable and cost efficient method of obtaining the information sought.

(b) There shall be a record of the proceedings at the arbitration hearing and the Arbitral Board shall issue a Statement of Decision setting forth the factual and legal basis for the Arbitral Board's decision. If neither party gives written notice requesting an appeal within ten (10) business days after the issuance of the Statement of Decision, the Arbitral Board's decision shall be final and binding as to all matters of substance and procedure, and may be enforced by a petition to the Los Angeles County Superior Court or, in the case of Contractor, such other court having jurisdiction over Contractor, which may be made ex parte, for confirmation and enforcement of the award. If either party gives written notice requesting an appeal within ten (10) business days after the issuance of the Statement of Decision, the award of the Arbitral Board shall be appealed to three (3) neutral arbitrators (the "**Appellate Arbitrators**"), each of whom shall have the same qualifications and be selected through the same procedure as the Arbitral Board. The appealing party shall file its appellate brief within thirty (30) days after its written notice requesting the appeal and the other party shall file its brief within thirty (30) days thereafter. The Appellate Arbitrators shall thereupon review the decision of the Arbitral Board applying the same standards of review (and all of the same presumptions) as if the Appellate Arbitrators were a California Court of Appeal reviewing a judgment of the Los Angeles County Superior Court, except that the Appellate Arbitrators shall in all cases issue a final award and shall not remand the matter to the Arbitral Board. The decision of the Appellate Arbitrators shall be final and binding as to all matters of substance and procedure, and may be enforced by a petition to the Los Angeles County Superior Court or, in the case of Contractor, such other court having jurisdiction over Contractor, which may be made ex parte, for confirmation and enforcement of the award. The party appealing the decision of the Arbitral Board shall pay all costs and expenses of the appeal, including the fees of the Appellate Arbitrators and the reasonable outside attorneys' fees of the opposing party, unless the decision of the Arbitral Board is reversed, in which event the costs, fees and expenses of the appeal shall be borne as determined by the Appellate Arbitrators.

(c) Subject to a party's right to appeal pursuant to the above, neither party shall challenge or resist any enforcement action taken by the party in whose favor the Arbitral Board, or if appealed, the Appellate Arbitrators, decided. Each party acknowledges that it is giving up the right to a trial by jury or court. The Arbitral Board shall have the power to enter temporary restraining orders and preliminary and permanent injunctions. Neither party shall be entitled or permitted to commence or maintain any action in a court of law with respect to any matter in dispute until such matter shall have been submitted to arbitration as herein provided and then only for the enforcement of the Arbitral Board’s award; provided, however, that prior to the appointment of the Arbitral Board or for remedies beyond the jurisdiction of an arbitrator, at any time, either party may seek pendente lite relief in a court of competent jurisdiction in Los Angeles County, California or, if sought by Company, such other court that may have jurisdiction over Contractor, without thereby waiving its right to arbitration of the dispute or controversy under this section. Notwithstanding anything to the contrary herein, Contractor hereby irrevocably waives any right or remedy to seek and/or obtain injunctive or other equitable relief or any order with respect to, and/or to enjoin or restrain or otherwise impair in any manner, the production, distribution, exhibition or other exploitation of any motion picture, production or project related to Company, its parents, subsidiaries and affiliates, or the use, publication or dissemination of any advertising in connection with such motion picture, production or project. All arbitration proceedings (including proceedings before the Appellate Arbitrators) shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The provisions of this Section 14.4 shall supersede any inconsistent provisions of any prior agreement between the parties.

**14.5. Severability**. In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term shall be in any way affected thereby.

**14.6. Remedies Cumulative**. All remedies provided herein are cumulative and not exclusive of any remedies provided by law or equity.

**14.7. Attorneys’ Fees**. In the event of any litigation between the parties hereto with respect to this Agreement, the prevailing party (the party entitled to recover the costs of suit, at such time as all appeals have been exhausted or the time for taking such appeals has expired) shall be entitled to recover reasonable attorneys' fees in addition to such other relief as the court may award.

**14.8. Survival**. Except as otherwise provided herein, the rights and obligations of the parties hereto shall survive any termination of this Agreement.

**14.9. Compliance with Law**. Each party will comply with all statutes, ordinances, and regulations of all federal, state, county and municipal or local governments, and of any and all of the departments and bureaus thereof, applicable to the carrying on of its business and its performance or receipt of the Services.

**14.10. Equal Opportunity.** Company is an equal opportunity employer and actively supports federal, state and local laws prohibiting discrimination in employment practices because of race, color, religion, sex, age, handicap, marital status, Vietnam Era and/or special disabled veteran status, national origin, sexual orientation, or any other classification protected by law, and Company further complies with any and all other federal, state and local employment laws and regulations (including those pertaining to family and medical leave and other fair employment practices), including but not limited to the Equal Opportunity Clause in 41 C.F.R. Section 60-1.4 (all of the foregoing being collectively referred to as the “**Employment Obligations**”). Contractor hereby agrees to comply with all of the Employment Obligations.

**14.11. Complete Agreement; Amendment.** This Agreement constitutes the complete agreement between the parties hereto and supersedes all prior communications and agreements between the parties with respect to the subject matter hereof and may not be modified or otherwise amended except by a further writing executed by both parties hereto, which writing makes specific reference to this Agreement. For the avoidance of doubt, the terms and conditions contained on any order form or other standard, pre-printed form issued by the Contractor shall be of no force and effect, even if such order is accepted by Company. In no event shall Company’s, acknowledgment, confirmation or acceptance of such order, either in writing or by acceptance of services, constitute or imply Company’s acceptance of any terms or conditions contained on a Contractor form.

**14.12. Headings.** The paragraph headings in this Agreement are solely for convenience of reference and shall not affect the interpretation of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto by their duly authorized representatives have executed this Agreement upon the date first set forth above.

**RANDSTAD PROFESSIONALS US, LP** **SONY PICTURES ENTERTAINMENT INC.**

**D/B/A RANDSTAD SOURCERIGHT**

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

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**EXHIBIT A**

# SERVICES AND FEES

This Exhibit A is attached to and made a part of the Staffing Services Agreement dated as of October \_\_\_\_, 2013 between Sony Pictures Entertainment Inc. (“**Company**”) and Randstad Professionals US, LP, d/b/a Randstad Sourceright (“**Contractor**”).

1. **Work Authorization**

Company may from time to time request that Contractor identify and provide recruiting related personnel (the “Resources”) to assist Company with certain recruiting-related functions (the “Services”). The Resources will work remotely and, unless otherwise agreed by the parties, Contractor will provide the necessary infrastructure equipment (e.g., laptop, DSL, toll-free number, printer, phone, etc.). Company will specify the requisitions on which the Resources are to work and will participate in an intake meeting. Contractor will have no liability for any decision made by Company to hire or not hire any candidate sourced by a Resource.

The Resources assigned to perform the work for Company are solely the employees of Contractor. Contractor shall have sole responsibility to recruit, screen, hire, train, counsel, discipline, review, evaluate, set the pay rates of, and terminate the Resources. Contractor will maintain all necessary payroll and personnel records, and compute wages and withhold applicable federal, state and local taxes and social security payments for the Resources. During the term of this Agreement and for six (6) months thereafter, Company will not hire or otherwise engage the services of any Resource who has performed work for Company pursuant to this Agreement, except with the prior written approval of Contractor and payment to Contractor of a fee to be mutually agreed by the parties.

Company will notify Contractor of any problems regarding the Resources. In the event Company is dissatisfied with the performance or conduct of any Resource, Company may require Contractor to remove such person from working on its account. Company will make available to Contractor copies of all non-privileged documentation about problems or incidents in which Resources are involved.

**2. Roles and Responsibilities**

| **Process Components** | **Contractor** | **Company**  **Point of Contact** |
| --- | --- | --- |
| 1. **Recruitment Planning** |  | **X** |
| 1. Provide a Corporate overview of structure & business. |  | **X** |
| 1. Collaborate to understand recruiting & staffing objectives and build appropriate strategies to meet those requirements. | **X** | **X** |
| 1. Produce & manage all required communications to ensure the recruitment process is incorporated into the business. | **X** | **X** |
| 1. Provide primary point of contact for engagement. | **X** | **X** |
| 1. Coordinate appropriately with identified parties involved in process; including hiring managers, candidates, human resources, etc. | **X** |  |
| 1. Manage each approved requisition including creation and delegation to Sourcer. |  | **X** |
| 1. Participate in Hiring Manager Intake Meeting and complete Intake Form. | **X** | **X** |
| 1. Approve intake form and job description for assignment to Sourcer | **X** | **X** |
| 1. **Sourcing Strategy & Execution** |  |  |
| 1. Create sourcing strategies for in scope positions. | **X** |  |
| 1. Secure, conduct and pay for sourcing activities. Recruiting sources are utilized at RSR’s discretion. Costs for specific Company designated sourcing tools will be the responsibility of the Company. Job/career fairs and any campus recruiting will be mutually agreed and charged in addition. | **X** |  |
| 1. Monitor effectiveness of sourcing strategies & recommend changes/improvements. | **X** |  |
| 1. Identify qualified, diverse applicant pools. | **X** |  |
| 1. **Candidate Screen & Interview** |  |  |
| 1. Complete initial review of resumes and select candidates for initial phone screen. | **X** |  |
| 1. Co-ordinate & complete initial phone screen for Qualified, Interested and Available (QIA) Candidates. | **X** |  |
| 1. Forward Candidate results and profiles to appropriate SPE Company Recruiter | **X** |  |
| 1. Conduct behavioral and/or technical phone interviews with viable Candidates. |  | **X** |
| 1. Submit selected candidates for on line, non proctored, assessment tests and provide information to Hiring Managers if applicable. |  | **X** |
| 1. Further screen, evaluate, down select and forward successful candidates to appropriate Hiring Manager as well as the remainder of the recruiting life cycle as defined by Company |  | **X** |
| 1. **Quality Management, Data & Reporting** |  |  |
| 1. Operate within guidelines of Company’s values, code of conduct, affirmative action and diversity hiring policies and programs. | **X** | **X** |
| 1. Provide strategic day-to-day client relationship management. | **X** |  |
| 1. Provide support from an appointed point of contact, including escalation procedure for any process or service issues. | **X** | **X** |

**3. Pricing**

|  |  |
| --- | --- |
| Implementation Fee | Included |
| Monthly Fee Per Sourcer | $11,700 each |
| CRM, Job Board Search and Posting, Research and Social Media | Included |

**Delivery Team:** VP Client Services, Director Sourcing and Candidate Engagement, Sourcing Specialist – Expert Level

**Assumptions:**

* Pricing is based on a monthly fee per Sourcer of $11,700
* Company Recruiter and Contractor Sourcer have joint responsibility to complete intake process and intake form must be completed and approved by Company Recruiter before sourcing process begins
* Deliverable is assumed to be on average, 5-8 qualified, interested and available (QIA) candidates according to the following definition of QIA: Candidates who (i) have been screened to verify they meet the Basic Qualifications as agreed upon and documented during the intake session with the Company Recruiter, have expressed interest in pursuing this opportunity and speaking with the recruiter, (ii) are available and ready to pursue this opportunity further. In the event of niche requirements (secondary languages, niche techincal skills, remote location), the volume of QIA candidates submitted will be proportionate to a reasonable level considering the scarcity of talent.
* From the point of Sourcing Intake Document Completion and approval by Company Recruiter, allow 3-10 Business Days for the first submittal (Average is 5 Business Days), unless niche requirements are identified, in which case allow 15 Business Days for first submittal
* Use of Company’s Applicant Tracking System at no cost to Contractor
* Travel required for Contractor Resources will be passed through to Company at cost, pre-approved by Company and in accordance with Company’s internal travel policies
* Company’s internal recruiters will further screen, evaluate and down select candidates as well as the remainder of the recruiting life cycle as defined by Company
* Activity based reporting (pipeline report and funnel metrics) as well as performance to SLA’s will be provided by Contractor. SLA’s will be determined at the time of initial requisition assignment by Company to Contractor.

END OF EXHIBIT A

**Appendix A-1**

**Form of Work Authorization**

*Sample*

Effective Date:

This Appendix A-1 is attached to and made a part of the Staffing Services Agreement dated as of October \_\_\_\_, 2013, between Sony Pictures Entertainment Inc. (“**Company**”) and Randstad Professionals US, LP, d/b/a Randstad Sourceright (“**Contractor**”).

**1. SERVICES:** Contractor will actively source, and recruit potential candidates for the following position:

* **JOB TITLE**
* **Requisition Number**
* **Job Description**
* **Required Skills**
* **REQUIRED EDUCATION**
* **Required Experience**
* **Job Location**
* **BASE SALARY RANGE (Job Grade)**

$

**2. TERM:**

From XXXXXXXXXXX until XXXXXXXXXX or until earlier termination pursuant to Section 9 of the Agreement, whichever is first.

**3. COMPENSATION:**

A fee for placement of the employee may be invoiced and payable to Contractor net sixty (60) days after the employee has completed thirty (30) days of continuous employment. Unless otherwise noted herein, Contractor will be compensated per Section 3B of Exhibit A of the Agreement.

**RANDSTAD PROFESSIONALS US, LP** **SONY PICTURES ENTERTAINMENT INC.**

d/b/a RANDSTAD SOURCERIGHT

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

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**EXHIBIT B**

**ADDITIONAL / MODIFIED WORK AUTHORIZATION FORM**

This Exhibit B is attached to and made a part of the Services Agreement dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("**Company**") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Contractor**”).

ADDITIONAL SERVICES

1. Detailed description of the Additional Services or modification to previously assigned Services to be performed by Contractor and Time Frames for Completion of the modified or Additional Services:

2. LOCATION(S) at which modified or Additional Services are to be performed:

3. ADDITIONS/MODIFICATIONS to the terms of the Agreement. The following terms and conditions shall be incorporated into and deemed a part of the Agreement:

4. Reports to be prepared and when due (additional reports may be requested by COMPANY from time to time in accordance with Paragraph 1.3 of the Agreement):

FEES

Fees, if any, for performance of the modified or Additional Services (including timing and amount of any interim fees and total Fee), and additional reimbursable items, if any:

AGREED AND ACCEPTED this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_:

[Company] [Contractor]

By:\_ By:

Print Name: Print Name:

Title: Title: