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**distinctive**personnel

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Business Solution Proposal – RFP 32088

**Prepared by:  
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for  
Distinctive Personnel  
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## 1. Company Background

Founded in 1983, Distinctive Personnel is New York's oldest and largest Hispanic-Owned Minority Business Enterprise (MBE), State Certified Employment Service Agency with a nation-wide database of over 17 million resumes. Our headquarters is conveniently located in the heart of midtown Manhattan within the historic Lincoln Building, just steps away from Grand Central Station. We are open from 8:30 a.m. to 6:30 p.m. with job orders taken and processed 24 hours a day, 7 days a week.

As one of the fastest growing personnel agencies in the country, we continue to challenge our clients and our candidates to reach their full potential. Our focus on providing our clients with the most qualified temporary, temp-to-perm and direct-hire employees, along with comprehensive support services – including payroll outsourcing/employee leasing, onsite/offsite managed service providers (MSP) and vendor managed services (VMS) – has made Distinctive Personnel a leader in a highly competitive industry. Our dedication to serving the needs of our candidates – from comprehensive benefits to competitive pay – has strengthened our reputation as the agency everyone wants to work with today. Our integrity has put us in a league of our own. That is how we have built one of the most respected client and candidate bases in the country.

Distinctive Personnel is committed to providing our clients and candidates with an unparalleled level of customer service. This is the foundation of our success. We transform a promise into a reality, changing the lives of the people we meet along the way. And, we make time when there is none, coming through again and again, year after year, and one client at a time.

Our programs take into account your individual needs and concerns, and our people work to ensure the best employee placement through solid internal controls, screening procedures and skill evaluations. We're committed to providing our clients and candidates with an unparalleled level of customer service.

Since 1983, we have made it a priority to concentrate our attention on our customers' needs – always keeping the lines of communication open and dedicating 100% of our efforts to helping them meet their goals. We're faster at providing you with the best candidates because of the depth of our network. We currently have over 1 million administrative professionals in our proprietary database - 15,000 of whom are Microsoft Office Certified Professionals.

We are committed to filling your job within 24 hours - and we can do so because our professionals are ready to start working today. We personally interview, evaluate and check selected references for every candidate we place.

Our level of service is unparalleled. We start by learning about our client's organization – from its culture to its history – and how the professionals who we recruit will fit into that structure. The desire to expand our understanding of your organization is reflected in the fact that we cover most if not all functional areas for which you have search firm needs. The more functional areas we work with throughout your firm, the better we get to understand your culture and needs. This enables us to maintain a consistent fill rate of 98%. Distinctive Personnel does not outsource or subcontract to other firms, we believe and are dedicated to providing superior customer service every step of the way!

Distinctive Personnel is proud to be an Affirmative Action & Equal Opportunity Employer that prohibits discrimination on the basis of race, color, religion, sex, veteran status, national origin or disability.

Distinctive Personnel is a Service-Disabled Veteran-owned Small Business.

## **2. Client Services**

Distinctive Personnel is focused on providing a comprehensive, customizable employment service-offering to every client. We work closely with you to determine the services that will best fit your company. We offer:

- Temporary, Temp-to-Perm and Direct Hire / Executive Search
- On-site Managed Services at your location / Full Services Included
- Vendor Managed Services / Fully Automated & Web-Based (Password Protected)
- Complete Employee Screening and Skill Testing on All Software
- Web-based Payroll Outsourcing / Employee Leasing
- Place any Employee on our Payroll
- Facilities Management Fully Integrated to Clients Specifications
- Project Management with On-Site Supervisors
- Complete Background Checks with Immediate Results and References
- Payroll Outsourcing / Checks Delivered to Your Office
- Direct Deposit / Weekly Pay / Customized Payroll Availability
- Drug Testing / Complete Physical by Medical MD
- Immediate Customized Reporting / On Line – Automated Billing & Invoicing
- Complete Insurance / Liability Coverage / Professional Coverage & More

## Executive Oversight

Our Executive oversight team, introduced below is composed of senior-level cross-function staff with vast experience covering recruiting expertise, operations, systems development and deployment, financial planning, communications and resource management. The group will provide the requisite direction and resources to ensure that the Sanofi-Aventis program objectives are met. The cohesive nature of our organization optimizes communication and fosters a collaborative work environment whereby all of Distinctive Personnel's clients benefit from a shared knowledge base. Additionally, this organization can quickly respond to change and reevaluate and deploy resources for critical operation much more rapidly than the competition.

At Distinctive Personnel we care about your success. Our staff is comprised of profession professionals in the field. We will provide you with the most qualified and compatible person for the assignment as well as personalized service from our senior staff for long term engagements such as described in the Solicitation. Our engagement manager's biographies are below.

Mr. Gonzalo (Gus) Vergara

Founder and Chief Executive Officer

A proud member of the distinguished Strategic Air Command of the United States Air Force until his Honorable Discharge and Disabled Veteran Status in 1976. Mr. Vergara founded Distinctive Personnel in 1983 with the vision of creating a one-of-a-kind staffing agency that acts as a true partner to employees and organizations alike. He is very active in the Hispanic Community.

As Founder and CEO of Distinctive Personnel, Mr. Vergara is responsible for new and existing business development, finance/capital coordination; marketing, advertising, sales and public relations management, employee quality control and development, risk management, advanced technology procurement, analysis, development and management and operations management.

As the Founder of the largest and Oldest New York State Certified MBE Hispanic-Owned Temporary Staffing and Employment Agency. Mr. Vergara is a proud member of New York's Minority Business Enterprise (MBE) Association. He has also been a member of the NAACP and the National Minority Business Council (NMBC). His certification can be viewed at: [www.empire.state.ny.us](http://www.empire.state.ny.us)

Jean-Paul Renard

President

Jean-Paul has been a member of the Distinctive Personnel team for over 2 decades. His pursuit of growing expeditiously without compromising his personal attention and staffing expertise to all of the Distinctive Personnel clientele has proven to be the formula for success at Distinctive. Being recognized by Crain's Business as one of New York's Top Staffing Executives, Mr. Renard's expertise is heavily pursued by CEO's of successful small to midsize corporations and Fortune 500 companies across the globe to assist in managed service programs, difficult to find talent and diversity hire strategies. Mr. Renard has also lead MSP programs with companies such as Polo Ralph Lauren, Sealed Air, Telvent Caseta as well as experience with Citigroup, Empire Blue Cross/Blue Shield and Verizon.

As a proud Chilean-American, Mr. Renard is very active in the thriving Latino Community. As one of his many accomplishments, Mr. Renard is also the President and Chairman of The Hispanic Employment Services.

Mr. Renard is also a member of

- Pharmaceutical Recruiting Professionals
- Medical Recruitment Professionals
- The Mid-Atlantic Corporate Recruiters Association
- Sourcing Techniques & Methodologies Network
- Association of Employment Professionals
- Civil Environmental Engineering Recruiting Professionals
- Independent Recruiters Association
- New York Metro ERE Network

Mr. Renard is the author of the popular internet Blog, "Attracting Diverse Candidates" on the ERE Network. His articles have created thousands of links regarding corporate recruitment strategies, ethical business practices, managed service programs and attracting diverse candidates. Mr. Renard's articles continue to populate staffing publications across the country.

## Marty Martinez – Executive Vice-President of Business Development

Marty Martinez joined Distinctive Personnel in 2008 and he brings 26 years of corporate Human Resources experience to this role. Most of his corporate Human Resources experience was spent in the staffing functions at Merck, Motorola and General Electric. As a staffing professional for these companies, he was frequently engaged in sourcing, overseeing and evaluating the staffing services provided by some of the premier staffing agencies in the country. He has supported mentoring smaller economically disadvantaged staffing agencies in their efforts to compete against the more established and seasoned players in the industry.

He has a clear understanding of expectations from the client side. His experience from the client's perspective serves him well. In his prior corporate assignments, he has served as the Senior Vice President of Human Resources for the ICT Group, Vice-President of Staffing for GE Capital, Director of Human Resources for Motorola and Associate Director of Corporate Human Resources for Merck.

Marty holds a Bachelor of Science in Business Administration and Master of Business Administration in Finance from Seton Hall University and a JD from Seton Hall University School of Law. He is a retired Lieutenant Colonel from the United States Army Reserves. He is a past member of the Board of Trustees of William Patterson University and past Chairman of the Union County Private Industry Council. The latter were appointments by the Governor of the State of New Jersey.

### 3. Best Practices

Distinctive Personnel is ultimately responsible for the overall quality of contract labor, it is our best practice to establish comprehensive performance metrics for the quality of candidates furnished to Sanofi-Aventis.

The key to effective hiring and promoting goes beyond simply purchasing an assessment and adding it to the hiring process. While this option may appear relatively quick and inexpensive, we believe organizations are better served by using a systematic approach to designing a hiring process. An assessment in and of itself does not ensure success. Rather, the way organizations choose and implement assessments plays a large part in determining whether a hiring program helps them achieve key business goals. There are several accepted methods of establishing validity evidence, although a given approach may be more or less appropriate depending on the particular situation and client needs. In any event, these validation strategies are designed to provide clients with data-driven evidence that the assessment is related to job performance and it assists our clients with choosing a relevant assessment or combination of assessments to identify candidates who are most likely to be successful

Analyze, Design, Optimize

Distinctive Personnel offers a range of services to our clients that are consistent with the best practices. Our job analysis and assessment design, validation, and optimization approaches leverage online tools and consulting expertise to quickly and seamlessly collect data, conduct relevant analyses, deliver the appropriate recommendations and documentation, and ultimately to address our clients' needs related to effective implementation and use of selection assessments.

Distinctive Personnel's expertise can be leveraged to assist clients in recommending and implementing assessments with a method that maximizes business outcomes and legal defensibility. As part of ongoing client engagements, we continuously evaluate initial assessment choices by using a data-based approach to "optimize" these assessments with respect to clients' critical business needs.

Our overall fill rate for requests is 99%.

Over the years we have found that one of the most effective processes for continuous improvement is to develop a structured process for seeking out, evaluating and implementing suggestions from our customers and our own employees who support our customer programs from the various perspectives such as on-site administration, technology and procurement. We consistently solicit feedback from our customers

through both formal and informal feedback. With customers, our periodic program review meetings provide a forum for the exchange of ideas and suggestions as well as our customer surveys. Finally, through our industry affiliations, we are able to keep current with market trends in the areas of overall staffing compliance issues, vendor management and rate benchmarking in order to enhance our products and services in our continuing effort to remain a leader in the industry.

Distinctive Personnel's philosophy is that the company achieves its business goals through its people. We promote the philosophy among our employees that they are individually and collectively critical to the company's success and share in its rewards. A sense of ownership is encouraged among employees-ownership of their work as well as responsibility for the overall performance of the company. Distinctive Personnel consistently maximizes its business goals by hiring staff that are highly productive and of high caliber, ensuring the highest levels of services.

Our methodology is simple:

- Search
- Prescreen/Interview
- Test
- Formal Screening/Reference & Criminal Background checking
- Submit Candidate to client for interview

Staffing allocation may need to be adjusted as demand for service increase. Adjustments may include the staff size or refinements to required technical skills. The mechanisms for such reviews and procedures will be consistent with Distinctive Personnel's policies. In addition, Distinctive Personnel can and will draw upon a reserve of managerial and technical skills within the corporation. Cross training is used in all positions to promote job interest and esprit de corps.

#### Quality Assurance

Distinctive Personnel's Quality Management Program drives the delivery of all our services. Our performance measurement system, the heart of our Quality Management Program, is managed through strategic weekly meetings of senior and executive management during which progress and results are discussed—as well as through various additional operational and tactical reviews. In conjunction with our Quality Management Program, Distinctive Personnel is committed to constantly improving our services while ensuring high levels of responsiveness to customer requests. Distinctive



Personnel continues to work with its customers to identify the key processes required for problem resolution and delivery of quality services, including measures to assess database performance, accessibility, and staff responsiveness to customer issues. Our Customer Relationship Management (CRM) practices capture aspects of our performance relevant to our customers to ensure increased competitiveness, greater customer value and personalized service. In addition, Distinctive Personnel's senior management commitment to provide world-class personnel and service to our customers on a consistent, timely, and accurate basis is central.

When deciding to use assessments, organizations will find numerous assessment products and vendors on the market that vary considerably in terms of quality and applicability. Ideally, organizations should use tools that will increase the likelihood of hiring candidates who will perform well on the job – thus leading to demonstrable economic returns.

An assessment or hiring process that is poorly designed or implemented may be no more effective at identifying a successful job candidate than the flip of a coin. The impact of poor hiring decisions can have expensive and far-reaching outcomes, such as increased employee replacement and training costs, or increased legal liability. Organizations that carefully choose assessments and related services that best meet their needs will have a clear competitive advantage.

Distinctive Personnel uses the QWIZ system for skills testing and assessment. Distinctive Personnel's job-specific solutions are groupings of skill tests and competency assessments proven to predict on-the-job performance for specific jobs and job categories. They combine the "best of the best" predictive assessment content, enabling you to deploy the most relevant assessments for a particular job category quickly.

Candidates' scores are generated in real time in a stack ranking chart so decision making is quick, simple and accurate. Using proprietary technology, Distinctive Personnel provides a stack ranked report comparing all candidates against the job's selection criteria. In addition, detailed individual reports for each pre-employment test provide supplemental information on key strengths and areas for development. Job-specific solutions are available for a variety of jobs and job families, from entry to executive level.

Business leaders often ask for evidence to prove that using assessments for hiring employees is worth the investment. It is often possible to demonstrate that using assessments to make better hiring decisions leads to improvement in relevant business outcomes, such as increased revenue for the organization or increased productivity. In addition, effective use of selection assessments can lead to other cost savings due to

increased process efficiency and decreased staff time (e.g., staff time required to review résumés or conduct interviews). Furthermore, economic benefits can result when well-developed hiring systems enhance the legal defensibility of the hiring process e.g., ease of moving through Office of Federal Contract Compliance Programs (OFCCP) audits, avoidance of costly legal proceedings, etc.). In addition to the financial benefits listed above, an effective hiring process also has the potential to save an organization money by (a) eliminating some of the re-training caused by hiring unqualified employees, (b) avoiding performance problems or direct financial loss caused by employees who intentionally violate organizational policies, and (c) reducing recruiting and replacement costs from turnover of unqualified or poorly performing employees. In demonstrating the return on investment through use of assessments, Distinctive Personnel works with clients to identify key business metrics related to a particular job and then examines the relationship between assessment results and these business metrics. For example, in several call center environments, business outcome studies have focused on demonstrating the relationship between assessment scores and metrics such as average call handle time, sales revenue per hour, and/or employee retention.

Through business outcome studies, Distinctive Personnel can help clients understand the value of assessments. Often this involves study of business practices to discover new techniques for measuring how better qualified employees contribute to client organizations. For example, in a retail management setting, we helped a client develop new methods of measuring the impact of hiring high-quality managers such as sales/profit per employee, per square foot of store space, and per advertising dollar. By showing that scores on the assessments are related to business outcomes, clients can see the impact of assessments on their businesses and communicate that value to other stakeholders in their organizations. Assessments can also have a future return on investment to an organization through an enhanced reputation in the candidate market. When organizations use assessments appropriately, the objectivity and perceived fairness of the process not only helps decrease the likelihood of complaints against the organization, but it may also improve the overall reactions a quality applicant has about the organization. Organizations who consider their selection process to be “continuous recruiting” will find that quality testing can create a positive impression of the company.

### Increasing Objectivity and Enhancing Defensibility

One important business goal for any organization should be to use fair and legally compliant hiring and promotion practices. Any decision made as part of a hiring or promotion process – including reviews of résumés and job interviews in addition to more formal assessments – may come under scrutiny as part of an internal grievance process, an Equal Employment Opportunity Commission (EEOC) complaint, or an OFCCP audit. A typical example of these challenges include claims that a specific selection procedure is unfair because it is not related to a person’s ability to perform well in a particular job or because candidates believe the process screens out a disproportionate number of people in a protected group. Several guidelines and professional standards exist for developing and using consistent and legally defensible selection systems. These include

federal guidelines (i.e., Uniform Guidelines on Employee Selection Procedures, 1978) that are enforced by government agencies including EEOC and OFCCP, in addition to recommendations from professional organizations (e.g., Principles for the Validation and Use of Personnel Selection Procedures, 2003; Standards for Educational and Psychological Testing, 1999). These guidelines exist not only to help organizations enhance the of their selection systems but also to assist organizations with implementing systems that lead to hiring productive employees who will fit well with the job and the organization. When implemented appropriately, assessments add an increasingly objective component to the hiring process – a benefit to organizations who are concerned about potential litigious complaints about their process.

While some organizations may be reluctant to use any formal selection assessments due to (often unfounded) legal concerns, the use of a relatively subjective hiring process can actually increase the risk of legal exposure. Inserting objectivity in the hiring process is key to enhancing candidates' feelings about the organization – that they are being treated fairly during the hiring process. In turn, this may decrease the likelihood that candidates file complaints regarding the process. Further, effective use of assessments can help organizations by introducing increasingly objective methods to compare candidates on competencies that are important for job performance rather than relying on initial impressions or other factors that may not be related to success in the job.

Distinctive Personnel's assessments and services, including job analysis and assessment validation, provide clients with specific data and documentation to support the job relatedness of their hiring process. Ultimately, clear documentation of data gathered and analyses conducted that conform with the Uniform Guidelines on Employee Selection Procedures (1978) and Principles for the Validation and Use of Personnel Selection Procedure (2003) will help clients defend against any challenges to their selection procedures.

#### Best Practices Overview for Implementing Selection Assessments

The key to effective hiring and promoting goes beyond simply purchasing an assessment and adding it to the hiring process. While this option may appear relatively quick and inexpensive, we believe organizations are better served by using a systematic approach to designing a hiring process. An assessment in and of itself does not ensure success. Rather, the way organizations choose and implement assessments plays a large part in determining whether a hiring program helps them achieve key business goals. There are several accepted methods of establishing validity evidence, although a given approach may be more or less appropriate depending on the particular situation and client needs. In any event, these validation strategies are designed to provide clients with data-driven evidence that the assessment is related to job performance and:

1. it assists our clients with choosing a relevant assessment or combination of assessments to identify candidates who are most likely to be successful
2. it is a critical part of validating and defending a selection system if a legal challenge be made.

## Recruitment and Retention

At Distinctive Personnel we believe that there are two ways to look at retention: retention as a component of an overall employer-of-choice strategy, and retention techniques. Trendy retention techniques may be somewhat effective but they require constant manipulation and updating to keep current. A longer-term approach is to implement strategies that transform the workplace to a high-retention culture, one that employees cannot easily be enticed to leave.

### Distinctive Personnel's High-Retention Culture – How we do it.

People want to work for an organization that has purpose and meaning. If you align employees with your mission, you can nurture a more dedicated and productive staff. At Distinctive we do just that by carefully matching our client's needs to our staffing roster. Only to the best qualified individuals are chosen.

Caring management. At Distinctive, it is all about the relationship, we value those soft skills in retention that other companies do not. The quality of an employee's relationship with his or her immediate supervisor is one of the greatest predictors of employee satisfaction and, as a result, retention. We believe that loyalty and respect are values that are reciprocal.

Flexibility in scheduling and benefits. Employees demand flexibility in their jobs because their lives demand it. They will remain with an employer who guarantees that flexibility. Schedule changes, fixed shifts, time off for personal matters and other work-life and family-friendly initiatives are effective retention strategies.

Open straightforward communication. High-retention workplaces provide a constant communication loop. We encourage our employees and communicate the advantages of employment via our hotline, email contact, phone follow-up and newsletters. We demand that good communications be a priority for all our managers, recruiters and employees.

### Distinctive Personnel's Recruitment Process

Our recruiters work closely with our client's Departments/Facilities, in the development of a manpower plan which incorporates patient demand forecasting in conjunction with the client's needs. This plan is based upon:

- Client's current and projected growth
- Department growth planning and impact on other departments
- Referral patterns
- Replacements due to retirements, terminations, etc

## Sourcing

- Distinctive Personnel works with and other members of the Department in development of a Specialty Profile and determination of a sourcing strategy.
- Distinctive Personnel markets to prospective candidates through journal advertisements, internet recruitment sites and databases, direct mailings, recruitment fairs, informational packets, special events, etc.

## Sourcing Strategies

Sourcing is the ability of an organization to use an effective recruitment approach in filling vacant positions. When determining an effective strategy, there are a variety of questions that need to be asked:

- What types of skills does the position require?
- Is the position to be filled needed on a temporary or permanent basis?
- What types of applicants or groups of the population sector would most likely possess the skills and knowledge we are looking for?
- What types of appointing authorities could be used for the targeted group?
- What education level is required for the position?

After these questions are answered, a plan can be mapped out as to how approach the recruitment needs of the organization. Some examples of targeted populations groups to consider based upon the type of position to be filled are listed below.

**Clerical/Non-technical positions** - These types of positions are generally lower graded positions and typically are not hard-to-fill. These types of positions often have a higher than normal turnover rate as incumbents often move to higher graded positions within the organization. Student hires, military spouses, and the general public in the local commuting area are good categories to focus on when filling these types of positions.

**Technical/Entry-level professional positions** - These types of positions often require a level of technical knowledge acquired through formal education. If an aging workforce is a factor due to the percentage of the current workforce that will reach retirement eligibility in the next few years, then a focus on recent graduates would be a suggested group to focus on. Interns are often the targeted sector for recruitment.

**Professional positions** - These types of positions are generally more difficult to fill in that the available population sector that possess the appropriate skills, education level, licenses/certifications, or other specialized factors are usually limited. The current workforce is often targeted in order to offer promotion opportunities. If the position is determined as being hard-to-fill, then extra effort is normally required to attract sufficient candidates.

## Special Pricing Overview

Distinctive Personnel is pleased to offer the most aggressive pricing structure coupled with our deep discounts to Sanofi-Aventis and all its affiliates across the board. Our pricing discounts are based on Volume and Prompt Payment. Prompt Payment Discounts (PPD), are taken automatically from the total invoice amount and are in addition to any other volume or other discounts negotiated between Distinctive Personnel and Sanofi-Aventis as part of a contract agreement. Prompt Payment discounts are an additional discounts if Sanofi-Aventis is able to review and approve an invoice quickly and schedule payment within an agreed upon billing cycle. Talk to us. Our discounts are the best in the industry!

## Attachment B

Distinctive Personnel agrees to the scope of work provided by Sanofi-Aventis below and has attached as Attachment D the rates related to the job positions and geographic regions requested. All submitted materials are for dates and terms and conditions as well as the scope of work provided by Sanofi-Aventis. This submission constitutes our firm offer to Sanofi-Aventis.

### SCOPE OF WORK

#### 1. Introduction & Scope

This Request for Proposal (“RFP”) is issued to obtain Proposals for Temporary Labor Services within the United States for June 2009 through June 2011 for the following staff augmentation (non-project/deliverable) resource types:

1. Scientific & Medical Affairs, Clinical Trials Support
2. Human Resources
3. Information Technology, Information Systems
4. Financial
5. Administrative Support
6. Industrial Operations Packaging
7. Medical Writers, Communications Specialists
8. Quality Assurance, Quality Validation
9. Sarbanes Oxley Support
10. Project Management
11. Documentation Specialists

Suppliers will provide temporary personnel resources to sanofi-aventis at certain sanofi-aventis sites, in the following geographic regions:

1. **North East (NE) Region**, defined as New Jersey, Pennsylvania including Swiftwater, PA(excluding Great Valley site, Malvern, PA), and Massachusetts.
2. **Midwest (MW) Region**, defined as Missouri and Arizona and Nevada.
3. **Great Valley (GV) Region**, defined as the Great Valley Site, Malvern, PA.
4. **Southern (South) Region, defined as Georgia**



Sanofi-aventis uses ProUnlimited, Inc (“PrO”) as a supplier of contingent workforce services. Sanofi-aventis also uses PrO’s Workforce Alliance Network Direct (WAND™) system to administrate temporary personnel use. Suppliers will be required to use the WAND system for offering, invoicing and payment for sanofi-aventis temporary personnel resources.

Suppliers will be charged 2.5% of each Supplier’s hourly bill rate paid through the WAND system at sanofi-aventis.

This RFP and the Supplier’s Proposal will be the basis for and be incorporated into any resulting agreement between sanofi-aventis Inc. (doing business as “sanofi-aventis”) and the successful Suppliers. Proposals submitted in response to this RFP shall represent a firm offer to contract on the Terms and Conditions in this RFP. Each representation of fact and promise of future performance herein will be incorporated into the agreement as a warranty or covenant. Any statement of fact or promise of future performance that is not intended by the Supplier as a warranty or covenant should be clearly identified.



Distinctive Personnel agrees to all terms and conditions, attachments and or exhibits of this temporary staffing agreement.

## TEMPORARY STAFFING AGREEMENT

This Temporary Staffing Agreement (the "Agreement") is entered into this 11<sup>th</sup> day of May, 2009, between [sanofi-aventis U.S. Inc.][sanofi-aventis U.S. LLC] ("Client"), with offices at 55 Corporate Drive, Bridgewater, NJ 08807, and Distinctive Personnel (DBA)("Provider"), a LLC corporation with offices at 60 East 42<sup>nd</sup> Street Suite 1465.

WHEREAS, Client is engaged in the research, development, manufacture, and marketing of pharmaceutical products;

WHEREAS, Provider is engaged in the business of providing temporary staffing services; and

WHEREAS, Client proposes to retain Provider to perform services on the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### 1. SERVICES

- 1.1. Generally. Provider shall perform temporary staffing services for Client pursuant to the terms of this Agreement. The locations where temporary staffing may be required (the "Sites") are more specifically described in Exhibit A. Provider shall perform the services described in this Agreement and listed on Exhibit A ("Services") with thoroughness, promptness and diligence and in conformity with industry standards. Without limiting the generality of the foregoing, the Services shall include providing temporary staffing at the Sites for temporary assignments identified by Client in the manner specified in this Agreement (the "Assignments" and each, an "Assignment"). Provider shall meet the key performance indicators listed on Exhibit A. In the

event Provider fails to meet the key performance indicators listed on Exhibit A, Client shall so notify Provider and Provider shall develop and implement a corrective action plan within thirty (30) days. Provider shall not use subcontractors to perform any Services hereunder.

1.2. Provider Personnel.

- (a) All personnel that Provider intends to have performing Services on behalf of Client (“Personnel”) shall meet the highest standards of professionalism. Provider shall ensure that it has adequate trained Personnel to provide Services and to provide adequate coverage in the event of absenteeism due to vacation, illness or any other reason.
- (b) All personnel that Provider furnishes for Assignments (“Temporary Personnel”) shall meet the highest standards of professionalism and shall have relevant experience in the pharmaceutical industry or other relevant industry, be fully qualified and trained in a manner appropriate to the Assignment in order to provide high quality workmanship in a safe and professional manner. Provider shall cause its Temporary Personnel to complete the Assignment identified in a Job Requisition (as hereinafter defined) unless the Job Requisition or Assignment is terminated pursuant to the terms of this Agreement.

1.3. Administration of Temporary Personnel. Client has retained the services of ProUnlimited, Inc (“PrO”) to, among other things, administer temporary staffing. Client uses PrO’s Workforce Alliance Network Direct (WAND™) system to administer Temporary Personnel hours and payment. Provider agrees to use the WAND™ system for placing, reporting time and invoicing for Temporary Personnel provided pursuant to this Agreement. [Provider acknowledges that PrO charges a 2.5% fee, as more fully described in Section 2.1, and that this fee shall be deducted by PrO from payments made by PrO to Provider.]

1.4. Client Resource Administrator. Client has designated an employee to serve as a liaison to Provider (the “Resource Administrator”) and who shall represent Client in the administration of this Agreement. Provider has designated one of its Personnel to serve as a liaison to Client (the “Account Executive”). The Account Executive shall be a senior executive or manager of Provider who, acting on behalf of Provider, shall have responsibility for ensuring that the Provider performs its obligations under this Agreement and Temporary Personnel perform any applicable Assignment. The Resource Administrator and the Account Executive for this Agreement are identified on Exhibit B.

1.5. Job Requisitions. To initiate each request for Temporary Personnel for an Assignment, Client shall post a job requisition into the WAND™ system, which shall contain the information set forth on Exhibit C (the “Job Requisition”). Each Job Requisition shall become a part of and be governed by the terms of this Agreement. Client may amend a Job Requisition via the WAND™ system. In the event that Client amends a Job Requisition, and Provider reasonably believes that such amendment, individually or in combination with other amendments, would materially

affect Provider's ability to perform Services or perform them in a timely fashion in accordance with the Job Requisition and this Agreement, Provider shall notify Client as soon as practicable and Client and Provider shall mutually agree upon other adjustments to the Job Requisition to permit Provider to perform the Services. Client may terminate a Job Requisition at any time via the WAND™ system.

- 1.6. Submission of Resumes. Provider shall submit all resumes of candidates for Temporary Personnel for Assignments through the WAND™ system. In no event shall Provider submit resumes to, or otherwise solicit business from, employees of Client. Provider shall inform Client if any Temporary Personnel were either previously employed by, or have previously performed services for, Client or its affiliates or predecessors. Provider shall obtain Client's express written consent to place Temporary Personnel who were previously employed by Client.
- 1.7. Pre-Engagement Assessment. Provider shall perform the assessment described on Exhibit D (the "Assessments") hereto to the extent permitted by law after the selected Temporary Personnel has accepted the Assignment. The Assessments shall be made at Provider's expense, except in the event Client requires a medical examination of certain Temporary Personnel, in which case Client shall provide a medical assessment protocol and reimburse Provider for such expense. The Assessments shall also be conducted in the event Temporary Personnel return to an Assignment or begin a new Assignment three months or more after completing or leaving a prior Assignment, except for a medical examination, if any, which shall only be performed in the event Client requests it. Provider shall not knowingly place on Assignment Temporary Personnel who have failed to meet the standards set by Client in any of the Assessments.
- 1.8. Ongoing Medical Monitoring. For some Assignments, Client may require Temporary Personnel to undergo medical monitoring, which may include periodic laboratory testing, including but not limited to collection of blood and urine samples. All costs for this program shall be the responsibility of Client. All medical records generated by this monitoring shall be the exclusive property of Client. As a condition of employment, Provider shall obtain a waiver from all Temporary Personnel of any claims arising from this medical monitoring, including without limitation, invasion of privacy.
- 1.9. Removal of Temporary Personnel or Termination of Assignment. Client shall have the right to require the removal of any Temporary Personnel from any Assignment or terminate any Assignment undertaken pursuant to this Agreement without any further obligation to pay for services of said Temporary Personnel. In the event such removal, other than for cause, causes a delay in the performance of the Assignment, Client agrees to extend any and all completion dates provided that Provider will use its best efforts to promptly replace the removed Temporary Personnel. Provider shall not reassign Temporary Personnel assigned to any Assignment described in a Job Requisition until the Assignment in a Job Requisition has been completed or Client agrees in writing to such reassignment. Upon removal of Temporary Personnel or termination of any Assignment, Client shall pay Provider all undisputed fees owed only for work performed by the removed Temporary Personnel prior to the effective date of the removal or termination. Client shall not be responsible for any fees for work not performed. Provider shall, on or before the date of removal or termination, ensure that Client receives all of

Client's property (i.e. ID badge, computer equipment, etc.), all works, programs, reports, data, materials, and all work in progress generated during the Assignment hereunder.

Notwithstanding the foregoing, Client shall have no obligation to pay for any hours worked by any Temporary Personnel removed because such Temporary Personnel were determined by Client to be unsuitable for the Assignment, if non-exempt Temporary Personnel do not return to work during the first three business days of the Assignment, or if exempt Temporary Personnel do not return to work during the first five business days of the Assignment.

- 1.10. Conversion of Temporary Personnel. From time to time Client may wish to hire Temporary Personnel as regular employees of Client. Client or PrO will notify Provider of Client's intent to hire Temporary Personnel before finalizing any job offer. If Client converts Temporary Personnel to a full or part-time employment, Client will pay Provider a conversion fee as provided in Exhibit E.
- 1.11. Business Conduct and Safety Policies. Provider agrees that it shall and shall cause all Personnel and Temporary Personnel to comply with Client's conduct, safety and other policies that may be in effect from time to time. Client will provide Provider with copies of all written conduct and safety policies.
- 1.12. Employment of Provider Personnel. Provider shall be responsible for initiating and implementing all actions regarding hiring, promotion, supervision, discipline, discharge, compensation, processing of grievances and monitoring of the professional appearance, demeanor and conduct of Personnel and Temporary Personnel. Provider shall have the sole responsibility to train Personnel and Temporary Personnel and shall do so to ensure that all Personnel perform the Services and all Temporary Personnel perform the Assignments in a professional and safe manner. Client shall have the right to request replacement of one or more of the Personnel assigned to provide Services to Client, and Provider agrees to make such replacement as expeditiously as possible in accordance with applicable law. With respect to all Personnel and Temporary Personnel, Provider shall (i) maintain all necessary personnel and payroll records; (ii) calculate their wages and withhold/pay applicable taxes and other government mandated charges, if any; (iii) pay net wages and fringe benefits, if any, directly; (iv) provide for liability insurance; (v) perform all required tax reporting, including on forms W-2 and 1099; and (vi) provide worker's compensation insurance coverage in amounts as required by law. Provider shall be solely responsible to correctly classify the exemption status of Personnel and Temporary Personnel and treat Personnel and Temporary Personnel lawfully in accordance with such classification, including but not limited to payment of any overtime pay as required by the federal and applicable state law or regulation.
- 1.13. Independent Contractor Status. Provider's relationship with Client under this Agreement shall be that of an independent contractor. Neither the making of this Agreement nor its performance shall cause Provider or any of the Personnel or Temporary Personnel to be or to be construed to be an agent, employee or legal representative of Client for any purpose whatsoever, and this Agreement shall not establish or be construed to establish a joint venture, partnership or other entity. The Personnel and all other employees, agents and representatives

of Provider who perform Services in connection with this Agreement and the Temporary Personnel shall neither be nor be considered to be employees of Client for any purpose. Rather, the Personnel, Temporary Personnel and all such other employees, agents and representatives shall be and remain employees of Provider and subject to the supervision of Provider. Client shall not be or be deemed to be an employer or joint employer of the Personnel, Temporary Personnel or any other Provider employees, agents or representatives. No Provider employees, agents or representatives (including, without limitation, the Personnel and the Temporary Personnel) shall be eligible to participate in any benefit programs or sales or other bonuses offered by Client to its employees, or in any pension plans, profit sharing plans, insurance plans, separation plans or any other employee welfare or benefit plans offered from time to time by Client to its employees. Provider acknowledges that none of its employees, agents or representatives (including, without limitation, the Personnel and the Temporary Personnel) shall be eligible to participate in, and Client does not and will not maintain or procure for or on such personnel's behalf, any worker's compensation or unemployment compensation insurance. Provider acknowledges that it shall be solely responsible for paying all salaries, wages, benefits and other compensation that its employees (including Personnel) may be entitled to receive in connection with the performance of the Services or that Temporary Personnel may be entitled to receive in connection with the performance of Assignments hereunder. Provider shall have neither actual, apparent, nor implied authority to bind Client to any obligation whatsoever. Provider is to exercise its own discretion on the method and manner of performing its duties and Client will not exercise control over Provider or its employees (including Personnel and Temporary Personnel) except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees (including Personnel and Temporary Personnel), methods, and equipment used by Provider shall at all times be under Provider's exclusive direction and control. In furtherance of the provisions of this Section 1.13, all Temporary Personnel shall execute an acknowledgement and waiver in the form attached as Exhibit F.

## 2. COMPENSATION

- 2.1. Compensation. In consideration of Provider's performance of the Services, during the Term of this Agreement, Client shall pay PrO the amounts specified on Exhibit G, and PrO shall pay Provider the amounts specified on Exhibit G less PrO's 2.5% fee calculated on all hourly charges, including approved overtime pay and conversions, but excluding Reimbursable Expenses and prior to any volume discount. Notwithstanding the foregoing, PrO has no obligation to pay Provider unless and until PrO receives payment from Client.
- 2.2. Overtime Pay. The parties do not anticipate that Temporary Personnel will perform any work that, based on the number of hours worked or when the work is performed, or for any other reason, may entitle them to overtime pay. Such work, if any, will be performed only at the specific request and upon specific written pre-approval of such overtime pay work by Client. All hours for which overtime pay is to be charged to Client must be submitted pursuant to Section 2.5 below.

- 2.3. Terms. The WAND™ system generates invoices for all Temporary Personnel on Assignment weekly. Client shall cause PrO to pay any invoice within 45 days of receipt. Client may withhold payment of any charges that Client reasonably and in good faith disputes. Client shall pay undisputed portions of charges at the time that those charges would otherwise be due and Client shall pay the disputed amounts upon, and according to the terms of, any settlement of the dispute. Provider must give notice of any errors or omissions relating to payment within thirty (30) days of Provider receipt of payment from PrO, or such errors or omissions shall be deemed waived. All payments shall be in United States dollars.
- 2.4. Reimbursable Expenses. Any reasonable and necessary travel and other expenses and incurred by Temporary Personnel in the performance of Assignments pursuant to this Agreement will be reimbursed only in the event they are consistent with the Client's travel and expense policy, including without limitation, approved in advance by Client, and submitted through the WAND™ system ("Reimbursable Expenses"). In no event shall Provider or Temporary Personnel be reimbursed for any expenses not permitted by Client's travel and expense policy, including without limitation, entertainment, including in-room movies and video rentals, business meals hosted by the Provider, personal bar tab, airline club memberships, personal items (e.g., magazines, newspaper), laundry or dry cleaning, rental car supplemental insurance, international driver's license, passport, passport picture and/or visa processing fees, currency exchange fees, flight insurance or cash advances. Provider shall and shall cause Personnel and Temporary Personnel to retain and submit original receipts for all Reimbursable Expenses in accordance with Client's travel and expense policy.
- 2.5. WAND™. Provider shall cause all Temporary Personnel to report all time worked and Reimbursable Expenses incurred during an Assignment under this Agreement weekly ("Time Records") through PrO's WAND™ system for approval by Client. Client will not authorize payment of invoices or purchase orders for Temporary Personnel submitted through means other than WAND™. All Time Records must be reported in WAND™ no later than Sunday at midnight Pacific Standard Time, otherwise such Time Records will be processed in the following weekly billing cycle. In the event Client rejects any Time Records, any corrected Time Records will be processed in the next billing cycle following resolution. Provider will make reasonable efforts to work with PrO and Client to process any disputed Time Records. Temporary Personnel must submit all Time Records incurred within thirty (30) days of when services were provided or forfeit payment.
- 2.6. Tax Invoices. For all Assignments performed by Temporary Personnel, in whole or in part, in the Commonwealth of Pennsylvania, Provider shall deliver to PrO, and PrO shall deliver to Client, a weekly invoice for Pennsylvania sales tax containing the information and in the format set forth on Exhibit G-2 (the "Tax Invoice"). The sales tax reported on the Tax Invoice shall be calculated for each Temporary Personnel on the difference between the rate at which Provider invoices Client for the services of such Temporary Personnel and the rate at which Provider pays such Temporary Personnel. Provider shall submit the Tax Invoice to PrO by Thursday of every week following the week during which the Temporary Personnel's time was accrued. Provider shall submit the Tax Invoice to PrO electronically and outside of the WAND™ system.

- 2.7. Audit. During the term of this Agreement and for three years thereafter, Client may cause Provider's books and records, including without limitation, all records pertaining to Services performed, Services invoiced, Assignments undertaken, Assignments invoiced and all compensation paid hereunder to be audited, on reasonable prior notice, at its expense. If, however, any such audit shall show overpayment to Provider by Client hereunder, and such overpayment exceeds the total amount actually due by more than 10% over a period of time equal to one invoice cycle or longer, then Provider shall bear the entire cost of such audit and shall remit to Client within 14 days the entire amount of such overpayment. Such rights shall be in addition to such other rights and remedies as Client may have under applicable law. Such audit may be performed by Client, by PrO or by either of their designees.

### 3. TERM AND TERMINATION

- 3.1. Term. This Agreement shall have a term of 2 years commencing on the date first written above, unless earlier terminated at any time in accordance with Section 3.2 or 3.3 below.
- 3.2. Termination without Cause. At any time during the term of this Agreement or any extension hereof, Client may give Provider sixty (60) days written notice to cancel this Agreement. Upon termination, however, any Job Requisitions previously executed and Assignments then currently in progress shall remain in effect, the terms and conditions of this Agreement shall remain in full force and effect with respect thereto, and both parties shall be obligated to perform their respective obligations with respect thereto until such Job Requisition or Assignment, as the case may be, has been completed or terminated by either party. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to Services performed prior to termination.
- 3.3. Termination for Cause. In the event that Provider does not perform the Services in accordance with the terms of this Agreement or in a manner reasonably consistent with generally accepted professional standards, or in the event that Provider breaches this Agreement, Client shall so inform Provider in writing, specifying the manner in which Client believes the Services to be deficient, and Provider shall have a period of ten business days from the receipt of such notice to correct such deficiencies in performance. In the event that Provider does not correct the deficiency within such period or in the event that performance deficiency recurs, Client shall then have the right to terminate this Agreement on five (5) days notice.

### 4. CONFIDENTIALITY

- 4.1. Confidential Information. In the course of performing the Services, Provider, Personnel and/or Temporary Personnel may become aware of, have access to or be exposed to Confidential Information. For the purpose of this Agreement, "Confidential Information" shall mean all data, information and materials relating to Client, its affiliates and their business and products, whether verbal, in writing (whether in hard copy, electronic, telephonic or otherwise) or whether actual physical materials, including without limitation, samples or specimens. Provider shall keep and shall cause all Personnel and Temporary Personnel to keep the Confidential

Information strictly confidential, not permit disclosure to third parties and not to use it for any purpose whatsoever, except as may be required in the performance of this Agreement or any Assignment.

- 4.2. Disclosure Required by Law. Provider may disclose the Confidential Information to the extent such disclosure is required by law or by a court of competent jurisdiction provided, however, Provider shall provide prompt written notice to Client of such requirement so that Client may seek a protective order or other appropriate remedy. Whether or not a protective order or other remedy is obtained, Provider agrees to disclose only that portion of the Confidential Information it is legally required to disclose and to exercise all reasonable efforts to obtain confidential treatment for such Confidential Information.
- 4.3. Exceptions. The obligations of confidentiality and non-use shall not apply with respect to, as reasonably demonstrated by Provider, the following:
- (a) information that at the time of disclosure is, or subsequently becomes, public knowledge, except by breach of this Agreement or breach by any third party under an obligation of confidentiality to Client; or
  - (b) information that is or was in the possession of Provider at the time of disclosure by Client and was not acquired directly or indirectly from Client or from any other third party under an agreement of confidentiality to Client; or
  - (c) information which is or was developed by Provider or its Affiliates independently of receipt hereunder.
- 4.4. Return of Confidential Information. Upon the expiration or earlier termination of this Agreement or an Assignment, as the case may be, Provider shall, and shall cause all Personnel and Temporary Personnel, to return promptly to Client all Confidential Information in its possession or, at Client's request, destroy such Confidential Information and provide Client with a certification of the same.
- 4.5. Remedy. Provider agrees that the disclosure of Confidential Information without the prior written consent of Client will cause Client irreparable harm and that any breach or threatened breach of this Article 4 by Provider will entitle Client to injunctive relief, in addition to any other remedies available to it, in any court of competent jurisdiction.

## 5. OWNERSHIP OF INTELLECTUAL PROPERTY.

- 5.1. Provider agrees that any and all reports, information, inventions, concepts, data or other works created by Temporary Personnel or under the direction of Temporary Personnel during an



Assignment (“Assignment Work Product”) shall be the property of Client, whether as a work made for hire or otherwise. Provider hereby assigns and conveys Provider’s entire right, title and interest to any and all Assignment Work Product, including copyrights, patents and trade secrets to Client. Provider agrees to execute all applications or registrations for patents and copyrights, and any other instruments deemed necessary or helpful for Client to secure and enforce its rights. Provider shall make no charge or claim for additional compensation or any other consideration for signing such documents. Client shall have the right to submit scientific articles for publication and present papers and lectures containing or making reference to any Assignment Work Product. Provider shall require all Temporary Personnel to execute a confidentiality agreement and assignment of intellectual property in the form attached hereto as Exhibit H.

## 6. INSURANCE

6.1. Coverage. Provider will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:

- (a) workers' compensation coverage as required by the laws of the jurisdiction in which the Services are performed;
- (b)
- (c) bodily injury insurance with a \$3,000,000 combined single limit per each person/each occurrence;
- (d) comprehensive general liability to include bodily injury, property damage, independent contractor coverage, completed operations or products coverage, blanket contractual, broad-form property damage with a combined single limit per occurrence of \$1,000,000;
- (e) commercial automobile liability with a \$1,000,000 combined single limit;
- (f) umbrella liability with a minimum amount of \$5,000,000 per occurrence, with excess limits for automobile, comprehensive general liability, and workers' compensation coverage; and
- (g) fidelity bond with a minimum of \$1,000,000 per loss, including dishonesty, robbery, theft and forgery on premises and in transit.

6.2. Additional Provisions. Provider shall provide the insurance specified in Section 6.1 from a reputable insurance carrier licensed and admitted to do business in the state of New Jersey and have an AM Best Rating of “A” or better. Such policies of insurance enumerated above shall name Client as additional insured. Provider shall provide certificates of insurance or policies, upon execution of this Agreement, and upon request by Client at any time during this Agreement. Provider must provide Client at least 30 days prior written notice of any change in or



cancellation or non-renewal of any insurance policy listed above. All insurance policies shall contain an endorsement whereby such insurance is primary and not contributory with or in excess of any coverage that Client or the owner of the Site may carry.

## 7. REPRESENTATIONS, WARRANTIES AND OTHER AGREEMENTS

### 7.1. Representations and Warranties. Provider represents and warrants to Client the following:

- (a) Organization and Good Standing. Provider is an entity duly organized, validly existing, and in good standing under the laws of the state of its formation and has full power to own its properties and conduct the business presently being conducted by it, and is duly qualified to do business in, and is in good standing under, the laws of all states in which its activities or assets require such status.
- (b) Power and Authority. Provider has full right, power and authority to perform its obligations pursuant to this Agreement, and this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of Provider. This Agreement has been duly and validly executed by Provider, and is the valid and binding obligation of Provider enforceable in accordance with its terms, subject to equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditor's rights and remedies generally.
- (c) Compliance with Laws and Agreements. Provider is in compliance with (i) all laws, rules, regulations and orders of any federal, state or local governmental or administrative authority or court ("Governmental Authority"), applicable to it or its property, (ii) all indentures, agreements and other instruments binding on it or its property, and (iii) its charter, by-laws or other organizational documents of Provider.
- (d) Governmental Approvals. The Services hereunder do not require any consent or approval of, license, permit, registration or filing with, or any other action by, any Governmental Authority (a "Governmental Approval"), except such as have been obtained or made and are in full force and effect.
- (e) No Debarment. Neither the Provider nor any employee, officer, director or agent, including without limitation, Personnel or any Temporary Personnel, have ever been and are not currently debarred pursuant to the Generic Drug Enforcement Act of 1992, 21 U.S.C. §335(a), as amended, or any similar state law or regulation (collectively "Debarred"), excluded by the Office of Inspector General pursuant to 42 U.S.C. § 1320a-7, *et seq.* or any state agency from participation in any federal or state health care program (collectively "Excluded") or otherwise disqualified or restricted by the FDA pursuant to 21 C.F.R. 312.70 or any other regulatory authority (collectively "Disqualified"). Provider has not been

convicted of any crime or engaged in any conduct for which it or any Personnel or Temporary Personnel could be Debarred, Excluded or Disqualified.

- 7.2. Agreements. In addition to the other agreements and undertakings set forth herein, for so long as this Agreement shall remain in effect, Provider agrees with Client that:
- (a) Compliance with Laws. Provider will, and will cause each member of the Personnel and Temporary Personnel, to comply with (i) all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, including without limitation, all laws and regulations applicable to it regarding the manufacture, testing, distribution, sale, and/or promotion of pharmaceutical products and medical devices (ii) all indentures, agreements and other instruments binding on Provider or its property, and (iii) Provider's charter, by-laws or other organizational documents.
  - (b) Governmental Approvals. Provider will, and will cause each member of the Personnel and Temporary Personnel, to maintain all Governmental Approvals in full force and effect.
  - (c) Record Keeping. During the term of this Agreement and for not less than three years after the expiration or termination hereof, Provider shall maintain and retain complete and accurate books and records relating Provider's relationship with Client hereunder, including without limitation, relating to all Services performed hereunder, all Job Requisitions submitted, Assignments undertaken pursuant to this Agreement, Personnel and Temporary Personnel time records, Reimbursable Expenses and expense receipts, results of Assessments performed pursuant to Section 1.7 hereof, invoices and other requests for payment and all compensation paid pursuant to this Agreement.
  - (d) Use of Client Name. Provider shall not, without Client's prior written approval, use Client's name or that of any of its affiliates names, or any their trademarks or trade names, or imply Client's or any of its affiliates' identity, in any way whatsoever including without limitation in any advertising, promotional material or press release.
  - (e) Regulatory Requirements. Without limiting the generality of clause (a) of this Article 7, Provider also agrees:
    - (i) Provider shall not use any Debarred, Excluded or Disqualified Personnel or Temporary Personnel to provide any Services or perform any Assignments hereunder. During the term of this Agreement, if Provider, any Personnel or Temporary Personnel is Debarred, Excluded or otherwise Disqualified, Provider shall immediately notify Client in writing. Upon receipt of such notice by Client, or if Client becomes aware of a threatened Debarment, Exclusion or Disqualification, Client shall have the right to terminate this Agreement or

remove the Temporary Personnel in question immediately and shall retain all claims, causes of action, defenses, and other rights that they may have at law or in equity;

- (ii) Provider shall and shall cause all Personnel and Temporary Personnel to comply with (x) the Anti-Kickback provisions of the Social Security Act, 42 U.S.C. § 1320a-7b, *et seq.*, and the relevant regulations at 42 C.F.R. Part 1001 ("Healthcare Fraud and Abuse Laws"); and (y) the False Claims Act, 31 U.S.C. § 3729;
  - (iii) Provider shall and shall cause all Personnel and Temporary Personnel comply in all respects with all laws and regulations applicable to it relating to the confidentiality and security of personal and medical data, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other laws and/or regulations relating to the maintenance, use, transmission or other activity concerning patient records and confidentiality of personal and medical data; and
  - (iv) Provider shall, to the extent legally required, comply with all equal employment opportunity and non-discrimination in employment laws, including but not limited to, Executive Order 11246, as amended by Executive Order 11275, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era (War) Veteran readjustment Assistance Act of 1974, as amended and Executive Order 11625, as amended, as well as the rules and regulations thereunder.
  - (v) Provider shall, to the extent required, comply with the OSHA Blood Borne Pathogen standards, including, but not limited to training, immunization and post-exposure follow-up.
- (f) Affirmative Action/Equal Opportunity Obligations And Small Business Subcontracting Opportunities. Client is an Affirmative Action/Equal Opportunity employer. Because Client transacts business with the United States Government, the Equal Opportunity Clauses at 41 CFR sections 60-1.4(a), 60-250.5(a) and 60-741.5(a) are hereby incorporated by reference and, to the extent applicable, Provider shall comply with them. Further, to the extent applicable, Provider shall comply with FAR 52.212-3, Offer or Representations and Certifications-Commercial Items, and FAR 52-219-8, Utilization of Small Business Concerns. It is Client's objective to ensure that certified small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women or minority owned small business ("Diverse Suppliers") will have the maximum opportunity to compete for Client's procurement requirements. To this end, Provider shall extend to qualified Diverse Suppliers an equitable opportunity to compete for purchase orders applicable to the performance of this Agreement, if any. The total annual percent of awards to Diverse Suppliers shall be not less than 5% of expenditure. Provider agrees to submit to Client the names of suppliers, if any, certified by a third party certification agency acceptable to Client as Diverse Suppliers used by Provider in the performance of this Agreement, no later than thirty (30) days following each calendar quarter, for the term of this Agreement

8. Non-solicitation. Provider agrees not to solicit any of Client's or its affiliate's employees for itself or any prospective employer, both during the Term of this Agreement and for the one year immediately following the expiration or earlier termination of this Agreement, regardless of the reason for such termination.

## 9. INDEMNIFICATION

- 9.1. Indemnification by Provider. Provider shall indemnify, defend and hold harmless Client, its affiliates and its and their respective present and former directors, officers, shareholders, agents, attorneys, representatives and employees from and against any and all Claims (as hereinafter defined) arising or resulting from: (a) any breach, violation or noncompliance of or with any term of this Agreement by Provider; (b) any breach or violation of applicable law by Provider, any Personnel or any Temporary Personnel; (c) the performance of Services by Provider or any Personnel; (d) the performance of any Assignment by any Temporary Personnel; (e) the misclassification of the exemption status of Personnel or Temporary Personnel; or (e) any negligent or wrongful act or omission on the part of Provider, any Personnel or any Temporary Personnel.
- 9.2. Indemnification by Client. Client shall indemnify, defend and hold harmless Provider, its affiliates and their respective present and former directors, officers, shareholders, agents, attorneys, representatives and employees from and against any and all Claims arising or resulting from: (a) any breach, violation or noncompliance of or with any terms of this Agreement by Client; (b) any breach or violation of applicable law by Client; and (c) any negligent or wrongful act or omission on the part of Client.
- 9.3. Claims. For purposes of this Article 9, "Claims" shall mean any and all liabilities and expenses whatsoever including, without limitation, claims, adversary proceedings (whether before a court, administrative agency or any other tribunal), damages (whether compensatory, consequential, multiple, exemplary or punitive), judgments, awards, penalties, settlements, investigations, costs, and attorneys' fees and disbursements, provided that consequential, multiple, exemplary or punitive damages shall only be available to the extent actually incurred by the indemnified party in an action with a third party.
- 9.4. Procedures. Promptly after learning of the occurrence of any event which may give rise to its rights under the provisions of this Article 9, any person or entity intending to claim indemnification hereunder (an "Indemnitee") shall give written notice of such matter to the party hereunder from whom indemnification is sought (the "Indemnitor"). The Indemnitor shall diligently defend any such action, claim or liability, and subject to the Indemnitor's compliance with its indemnification obligations, the Indemnitee shall, at the Indemnitor's expense, cooperate fully with the Indemnitor and its legal representatives in the investigation and defense of any Claim covered by this Agreement. The Indemnitor shall be in charge of and control such negotiations, compromise and defense and shall have the right to select counsel with respect thereto, provided that the Indemnitor shall promptly notify the Indemnitee of all developments in the matter. In no event shall the Indemnitee compromise or settle any such



matter without the prior consent of the Indemnitor, who shall not be bound by any such compromise or settlement absent its prior consent, which shall not be unreasonably withheld or delayed. The Indemnitee shall have the right, but not the obligation, to be represented by counsel of its own selection and at its own expense. If the Indemnitor fails to promptly act to protect the interests of the Indemnitee after having been notified of Claim, the Indemnitee may, at Indemnitor's expense, take action in its own defense.

## 10. MISCELLANEOUS

- 10.1. No Waiver: Cumulative Remedies. No failure or delay on the part of either party in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the party giving such waiver. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
- 10.2. Disclaimer of Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, IN TORT INCLUDING NEGLIGENCE, BY STATUTE OR UNDER ANY QUASI-CONTRACTUAL THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitations of liability will not apply and nothing in this Agreement shall affect either party's liability: (i) as set forth in Articles 8 and 9 hereof; (ii) for any damages caused by the intentional or grossly negligent acts or omissions of such party; (iii) for breach of any confidentiality obligation specified herein; (iv) for any damages caused by the fraud of a party; or (v) to the extent prohibited by applicable law.
- 10.3. Headings. Article and section headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.
- 10.4. Governing Law. This Agreement shall be construed and the respective rights of the parties hereto determined according to the substantive laws of the State of New Jersey without regard to conflict or choice of laws principles. Exclusive jurisdiction of all matters arising under this Agreement shall be vested in the United States District Court for the District of New Jersey or the state courts in New Jersey, and the parties hereto expressly consent and submit to such jurisdiction.
- 10.5. Severability. If any provision of this Agreement or any other document delivered under this Agreement is prohibited or unenforceable in any jurisdiction, it shall be ineffective in such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or enforceable nor the remaining provisions hereof, nor render unenforceable such

provision in any other jurisdiction. In the event any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the parties hereto shall use their best efforts to substitute valid, legal and enforceable provisions which, insofar as practical, implement the purposes hereof.

10.6. Entire Agreement; Modification. This Agreement contains the entire agreement between the parties in respect of the subject matter hereof and supersedes and cancels all previous agreements, negotiations, commitments and writings between the parties hereto in respect of the subject matter hereof. This Agreement may not be changed or modified in any manner or released, discharged, abandoned or otherwise terminated unless in writing and signed by the duly authorized officers or representatives of the parties.

10.7. Notices. Any notice or request required or permitted to be given in connection with this Agreement shall be deemed to have been sufficiently given if sent by reliable national courier service (such as UPS), pre-paid registered or certified mail or confirmed facsimile transmission to the intended recipient at the address set forth below or such other address as may have been furnished in writing by the intended recipient to the sender. The date of mailing or facsimile transmission shall be deemed to be the effective date on which notice was given.

Any notice required to be given shall be addressed as follows:

*If to Client:*

Sanofi-aventis U.S.  
Purchasing Department  
55 Corporate Drive  
Bridgewater, New Jersey 08807

Sanofi-aventis U.S.  
Human Resources Recruiting  
55 Corporate Drive  
Bridgewater, New Jersey 08807

Sanofi-aventis U.S.  
55 Corporate Drive  
Mail Stop 55A-520A  
Bridgewater, New Jersey 08807  
Attention: General Counsel

Fax: 908-635-5993

*If to Provider:*

*Distinctive Personnel (DBA)  
60 East 42<sup>nd</sup> Street  
Suite 1465  
New York, NY 10165  
Attn: Adam Vergara Director National Accounts  
Fax 212-986-3027*

10.8. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

10.9. Assignment. Except as otherwise expressly provided in this Section, neither party may assign this Agreement in whole or in part without the prior written approval of the other party. Any such attempted assignment without prior written consent shall be void and ineffective. Notwithstanding the foregoing, Client may, without the other party's consent, assign its right, title and interest in this Agreement to any affiliate or any entity with which it may merge or



consolidate, which acquires all or substantially all of its business and assets, or which otherwise controls, is controlled by or is under common control with Client.

- 10.10. Public Announcements. Any public announcement or similar publicity with respect to this Agreement or the transaction contemplated herein shall be at such time and in such manner as the parties shall mutually agree in writing, provided that nothing herein shall prevent either party from, upon notice to and opportunity to review by the other, making such public announcements as such party's legal obligations require.
- 10.11. Force Majeure. Failure of either party hereto to fulfill or perform its obligations under this Agreement shall not subject such party to any liability if such failure is caused or occasioned by, without limitation, acts of God, acts of the public enemy, fire, explosion, flood, drought, war, riot, sabotage, embargo, strikes or other labor disputes (which strikes or disputes need not be settled), compliance with any order, regulation, or request of government, or by any other event or circumstance of like or different character to the foregoing beyond the reasonable control and without the fault or negligence of such party, (a "Force Majeure Event") provided such party uses reasonable efforts to remove such Force Majeure Event and gives the other party prompt notice of the existence of such Force Majeure Event.
- 10.12. Affiliates. From time to time, affiliates of Client in the United States may require the Services of Provider hereunder. Provider and Client agree that Provider will provide Service to Client's affiliates pursuant to the terms hereof as if such affiliate were a party hereto. Client agrees that it shall remain responsible for all obligations hereunder notwithstanding the provision of Services to an affiliate.
- 10.13. Survival. The provisions of Article 4 (confidentiality), Article 8 (non compete), Article 9 (indemnification) and Sections 2.6 (audit), 7.2(c) (record keeping), 10.3 (governing law), 10.13 (survival) shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date set forth above.

[SANOFI-AVENTIS U.S. INC.]

[SANOFI-AVENTIS U.S. LLC]

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

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

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

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

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

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

[PROVIDER]

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

Name: Adam Vergara

Title: Director – National Accounts



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PrO Unlimited, Inc. executes this Agreement for the purpose of acknowledging and agreeing to sections 1.3, 1.10, 2.1, 2.3, 2.6, Exhibit A and any other section, provision of or Exhibit to this Agreement to which those sections refer or relate.

PROUNLIMITED, INC.

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

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

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

## EXHIBIT A

## SITE, SERVICES AND KPI's

Sites Bridgewater Crossings, Bridgewater S&MA, Parsippany, Somerset Corporate Center, 55 Corporate Drive, Kansas City, MO, Cambridge, MA, Tucson, AZ, Berwyn, PA, Great Valley (Malvern, PA) and any other sites that Client may identify to Provider in writing pursuant to Section 10.7 of this Agreement.

ServicesKPI's

- For urgent requests, one qualified candidate must be provided within 24 hrs.
- For normal requests, qualified candidates must be provided within 3 business days
- Assignment Completion Rate for three (3) months or longer: 95%
- Assignment Completion Rate for two (2) weeks or less: 100%.
- For all Non-Exempt positions, time to start assignment after selection and completion of background checks is within 1 week
- For all Professional positions, time to start assignment after selection and completion of background checks is within 2 weeks.
- Billing accuracy (accurate time submittal and bill rates): 100%
- Routine account reviews will be conducted by PrO on behalf of sanofi-aventis (review of account performance, review and analyze sanofi-aventis current and projected demands, policies, procedures, practices and comparing them to the industry's best practices, review current process for improvement opportunities to enhance quality / performance/ efficiency, review and analyze sanofi-aventis ' temporary labor rates by job description and geography, attrition, etc.).
- COMPANY must pass all audits conducted by PrO or sanofi-aventis. In the case that COMPANY is unable to provide documentation required to complete the order the vendor has 7 days to present the documentation. 100%
- Address all non-performance issues that arise for any COMPANY EMPLOYEES on assignment at sanofi-aventis to sanofi-aventis ' satisfaction within four (4) hours of notice. Action plan to resolve non-performance issues must be presented to PrO. PrO will present to sanofi-aventis Staffing and hiring manager within 1 business day.
- COMPANY is responsible for reconciling timecards in WAND each week: 100%

**EXHIBIT B**

**RESOURCE ADMINISTRATOR AND ACCOUNT EXECUTIVE**

Client Contacts

Sanofi-aventis U.S.  
Purchasing Department  
55 Corporate Drive  
Bridgewater, New Jersey 08807  
Attn: Evelyn Voget

Sanofi-aventis U.S.  
Human Resources Recruiting  
55 Corporate Drive  
Bridgewater, New Jersey 08807  
Attn: Rosanne Philbin

Billing Issues:

ProUnlimited  
10540 White Rock Road  
Suite 150  
Rancho Cordova, CA 95670

1-800-558-8729



Provider Contacts

**All questions and concerns**

**New York Corporate Office**

60 East 42nd Street  
Suite 1465, 14th Floor  
New York, New York 10165

Phone: 212-683-3300/212-986-5805

Toll Free: 1-800-504-1148

Fax: 212-986-3027 (24 hours)

Mr. Adam Vergara  
Director – National Accounts



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EXHIBIT C

JOB REQUISITION INFORMATION

- Date of request
- Reporting Manager
- Term of assignment
- Start date/Finish date
- Work hours
- Experience and/or special skills required
- Description of work duties
- Education preferred/required
- Hourly bill rate
- FLSA classification
- Software applications usage (approximate %)
- Floor and Building location
- Screenings

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**EXHIBIT D****PRE-ENGAGEMENT ASSESSMENT****Sanofi-Aventis Extended Workforce Solution Program  
Provided by HireRight**

Enrollment in this program is mandatory for the screenings of all workers assigned to sanofi-aventis.

**Screening Packages:**

- Corporate Package Contains:
  - County Civil Upper & Lower
    - 7 yrs based on addresses revealed in SSTrace
  - Credit
  - Criminal Felony & Misdemeanor
    - 7 yrs based on addresses revealed in SSTrace
  - Education Verification - highest degree
  - Employment Verification - 7 year history, up to 3 employers
  - Healthcare Sanctions - Federal plus All States
  - National Criminal DB Search
  - SSN Trace
  - SSN Validation
  - Urine Drug Testing - Standard 5 Panel
  - Chain of Custody form Shipment
  - Adjudication
- R&D Package Contains:
  - County Civil Upper & Lower
    - 7 yrs based on addresses revealed in SSTrace
  - Credit
  - Criminal Felony & Misdemeanor
    - 7 yrs based on addresses revealed in SSTrace
  - Education Verification - highest degree
  - Employment Verification - 7 year history, up to 3 employers
  - Federal Civil
  - Healthcare Sanctions- Federal plus All States
  - National Criminal DB Search
  - Newspaper & Periodicals Search - 5 year
  - Prohibited Parties
  - SSN Trace
  - SSN Validation
  - Statewide Criminal Search - per State
  - Urine Drug Testing - Standard 5 Panel
  - Chain of Custody form Shipment
  - Adjudication





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**EXHIBIT E**

**CONVERSION FEES**

**For non-clinical employees:**

30 days or less @ 20% of annual salary, calculated at the last applicable rate of pay

31 – 60 days @ 15% of annual salary, calculated at the last applicable rate of pay

61 – 90 days @ 10% of annual salary, calculated at the last applicable rate of pay

91 days + @ no fee

## [EXHIBIT F]

## ACKNOWLEDGMENT AND WAIVER

I, Adam Vergara, an employee of Provider, agree to perform temporary services for Sanofi-Aventis (“Client”). As a precondition to performing these temporary services, I acknowledge and agree that the following terms and conditions will govern the performance of my services for Client:

1. Relationship of Parties. I acknowledge that I am an employee of Provider and that I am **not an employee of Client**. I understand and agree that during my assignment with Client that my employer, Provider, and not Client, will be solely responsible for: (a) complying with all federal, state and local laws, ordinances, regulations and orders with respect to the performance of my services for Client, (ab) paying all filing fees and withholding and paying all federal, state and local taxes (including individual income tax, FICA, FUTA and other taxes) applicable to my services, (c) paying all amounts required under local, state and federal workers’ compensation acts, disability benefit acts, unemployment insurance acts and other employee benefits acts when due.
  
2. Acknowledgement of Ineligibility for Benefits and Waiver of Claims for Benefits. I understand and acknowledge that because I am an employee of Provider and **not an employee of Client**, I am not entitled to, and will not be provided with or claim or assert any right to, any benefits given by Client to its regular employees. These benefits may include but are not limited to Client’s:
  - (A) 401(k) retirement plan and all other qualified or non-qualified retirement plans;
  - (B) health care programs (medical, dental, vision, prescription drugs);
  - (C) short and long-term disability insurance plans;
  - (D) basic life, basic AD&D, and business travel accident insurance plan;
  - (E) employee stock purchase plan;
  - (F) any stock option or phantom stock plan; and
  - (G) any other ERISA or non-ERISA benefit plan maintained by client for its regular employees.

I UNDERSTAND AND AGREE THAT THIS WAIVER APPLIES TO THE ENTIRE PERIOD DURING WHICH I PERFORM SERVICES AS AN EMPLOYEE OF PROVIDER, THAT THIS WAIVER SURVIVES WITH FULL FORCE AND EFFECT AFTER THE END OF ANY PERIOD DURING WHICH I PERFORMED SERVICES AS AN EMPLOYEE OF PROVIDER, AND THAT THIS WAIVER WILL REMAIN IN FULL FORCE AND EFFECT EVEN IF A GOVERNMENTAL AGENCY OR COURT DETERMINES THAT DURING ANY PERIOD IN WHICH I PERFORMED SERVICES FOR THE COMPANY I WAS A “LEASED EMPLOYEE” (AS DEFINED IN SECTION

414(n) OF THE INTERNAL REVENUE CODE) OR A "COMMON-LAW EMPLOYEE" OF COMPANY. I FURTHER ACKNOWLEDGE THAT COMPENSATION TO BE PROVIDED TO ME BY PROVIDER REFLECT THE FACT THAT I AM INELIGIBLE FOR ANY COMPENSATION FROM CLIENT, AND THAT I AM INELIGIBLE TO PARTICIPATE IN THE ABOVE-REFERENCED PLANS OF CLIENT AND ANY OTHER PLANS OF CLIENT.

- 3. Warranties. I represent and warrant that I am under no contractual restriction that would prohibit me from performing services for Client.
- 4. Entire Agreement. This is the entire Agreement of the parties with respect to the subject matter herein. Oral statements, whether prior or subsequent to my signing of this Agreement, are ineffective to modify this Agreement. To be effective, any modification must be in writing, it must expressly state that it is a modification to this Agreement, and it must be signed by all parties whose rights and obligations are purported to be affected by the modification.
- 5. Choice of Laws. This Agreement will be governed by the laws of the State of New Jersey, to the extent not preempted by federal law. If any portion of this Agreement shall be held to be unenforceable, the remainder shall be given full force and effect.

I ACKNOWLEDGE THAT: (1) I HAVE CAREFULLY READ AND HAVE VOLUNTARILY SIGNED THIS AGREEMENT; (2) I FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT; AND, (3) PRIOR TO SIGNING THIS AGREEMENT AND WAIVER, I HAVE BEEN ADVISED TO CONSULT, AND HAVE BEEN GIVEN ADEQUATE TIME TO REVIEW MY LEGAL RIGHTS WITH, AN ATTORNEY OF MY CHOICE.

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

Date: May, 11 2009

Name

Social Security

Printed: Adam Vergara

Number: \_\_\_\_\_

Address: 60 East 42<sup>nd</sup> Street

Suite 1465

New York, NY 10165

Phone: 1-800-504-1148

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**EXHIBIT G****COMPENSATION****Pricing:**

Provider's pricing for all job positions during the term of this Agreement is detailed in Exhibit G-1. In no event shall Provider charge Client in excess of the maximum billing rate for any Temporary Personnel within the applicable job description. Moreover, once Temporary Personnel is assigned to an Assignment at a specified billing rate, the billing rate shall remain the same for the duration of the Assignment. Pricing is firm for the term of this Agreement without escalation.

**Overtime Pay Rate:**

Overtime pay rates are listed on Exhibit G-1. When, and only when, work at overtime rates has been pre-approved as provided in Section 2.2 above, Provider may charge the overtime rate. The overtime rate shall represent the actual, before-tax compensation paid to the Temporary Personnel but shall not include any markup for profit or any other component.

**Reimbursable Expenses:**

All reimbursable expenses are to be passed through, without mark-up, by the Provider.



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## EXHIBIT G-1

### PRICING

5. North East Region is defined as New Jersey, Pennsylvania (excluding Great Valley site, Malvern, PA), and Massachusetts.
6. Midwest Region is defined as Missouri and Arizona.
7. Great Valley Region is defined as Great Valley Site, Malvern, PA.

[List title, region, hourly pay rate, hourly bill rate, overtime rate]

*Proposed Pricing Attached as Attachment D and uploaded to Sanofi-Aventis web site.*

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**EXHIBIT G-2**

**TAX INVOICE**

Each Tax Invoice shall list each Temporary Personnel performing all or a part of his or her Assignment in Pennsylvania in spreadsheet format and provide the following information for each Temporary Personnel:

- Provider
- WAND Order ID
- Temporary Personnel Last Name
- Temporary Personnel First Name
- WAND Worker ID
- Week Ending
- Regular Hours
- Overtime Hours
- Double Time Hours
- Holiday Hours
- Bill Rate
- Pay Rate
- Sales Tax

Only hours approved by Client may be submitted.

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**EXHIBIT H****FORM OF CONFIDENTIALITY AGREEMENT AND INTELLECTUAL PROPERTY ASSIGNMENT**

In consideration for the hiring, retention and/or employment by Provider of Employee and the undertakings hereunder set forth, the parties hereto agree as follows:

1. Provider is engaged in the business of providing supplemental staffing to other businesses (hereinafter referred to as the "Client" or "Clients").

2. The employment and/or retention contemplated herein shall be carried out by the Employee at the Client's facilities.

3. "Employee" as defined on the signature line hereto and as used herein shall be applicable to the masculine and feminine; and the masculine usage includes the feminine. All references in this Agreement to Provider are intended to include Provider, its parent, subsidiaries, divisions and affiliates.

4. Any and all developments, improvements, modifications, original works of authorship, software programs, ideas, discoveries and/or inventions (collectively, the "Innovations") relating to work performed by Employee on Company's behalf, or relating to or suggested by matters disclosed to Employee in connection with work to be performed whether made or conceived by Employee, solely or jointly with others, during the term of his assignment at Client, shall be the property of and disclosed to Client or its nominee. Employee hereby assigns and agrees to assign to Client, its successors and assigns, his/her entire right, title and interest in and to any worldwide patents, patent applications, copyrights, trade secrets and other intellectual property rights in any and all Innovations. Either Client or its nominee shall have the right to file and prosecute, at its own expense, all patent applications, whether U.S. or foreign, on the Innovations. Employee shall, during the term of his assignment at Client and for a reasonable time thereafter, provide Client or its nominee all documents, information and assistance requested for filing, preparing, prosecuting or defending any legal action or application pertaining to the Innovations, patent applications and letters patent issuing thereon. In addition, upon request of Client, Employee shall execute and deliver to Client such agreements pertaining to the Innovations, during the period of Employee's assignment and for a reasonable time thereafter, as requested by Client.

5. All information pertaining to Provider's or its Client's inventions, designs, tools, equipment, unpublished written materials, plans, processes, costs, methods, system improvements, or other private or confidential matters or information obtained by Employee in the performance of his

assignment(s), which is not publicly disclosed by Provider or its Client, shall be considered confidential and proprietary. Employee shall not disclose such information or the nature of the service he/she renders to Client, except to authorized representatives of Provider or Client. The foregoing provision in this paragraph shall be in effect during and after such assignment, and shall be for the benefit of Provider and/or its Client. Both Provider and Client shall have all rights and remedies to enforce this provision.

6. During and after Employee's employment with Provider, Employee agrees that he shall not make any false, defamatory or disparaging statements about Provider or its Clients.

7. Employee acknowledges and agrees he/she is an employee of Provider and is not an employee of any Client of Provider. Furthermore, Employee acknowledges that any and all employment hereunder is EMPLOYMENT AT WILL.

8. Employee acknowledges and agrees that he/she is not to accept any position with any Client or other entity where he is performing services as an Provider EMPLOYEES without the prior consent of Provider.

9. No term or provision of this Agreement may be changed, waived, or terminated orally but only by a written instrument signed by the party against whom the enforcement of such change, waiver or termination is sought.

10. In the event any provision herein shall be judged illegal, void or unenforceable, the balance of the Agreement shall remain in full force and effect.

*IN WITNESS WHEREOF*, the parties hereto have executed this Agreement this\_11th day of May, 20009.

Signature: \_\_\_\_\_



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Print Name: \_\_\_\_\_ ("Employee")

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

Provider

By: \_\_\_\_\_ (Adam Vergara)

Title: Director – National Accounts

Date: May 11, 2009