

EXHIBIT A



SERVICES AGREEMENT

SERVICES AGREEMENT (*Agreement*), dated June 1, 2004 (*Effective Date*) between BLOCKBUSTER INC., located at 1201 Elm Street, Dallas, Texas 75270 (*Blockbuster*) and VENTURI STAFFING PARTNERS, located at 10000 N. Central Expressway, Suite 118, Dallas, Texas 75231 (*Company*).

Company is engaged in the business of, among other things, providing resources for the performance of various services; and

Blockbuster desires to retain Company, and Company desires to be retained by Blockbuster, to provide resources and perform certain services in connection with Blockbuster's business on the terms and conditions set forth below;

Accordingly, the parties agree:

1. SERVICES.

1.1. **Temporary Contractors.** Company shall perform various services and functions relating to the provision of independent contractors for temporary staffing needs of Blockbuster for specific project(s) and/or work tasks as agreed to by the parties (hereinafter referred to as "Services"). The independent contractors (referred to in this Agreement as *Resources*) provided by Company pursuant to this Agreement are assigned for a limited project and/or limited period of time, but in no instance to exceed one year. Prior to any Resource being assigned to Blockbuster by Company pursuant to this Agreement, the attached *Work Schedule* must be completed for each Resource and signed by an appropriate management representative of both Blockbuster and Company. In addition, each Resource must sign the attached *Contractor Acknowledgment* prior to performing any work for Blockbuster. Company shall devote all of the time of any Resource supplied pursuant to this Agreement that is necessary to perform the Services. Company shall remove any Resource who, in Blockbuster's opinion, is unsatisfactory for servicing Blockbuster's needs. In cases where a Resource is withdrawn or elects to resign, Company shall assign an acceptable replacement to Blockbuster as soon as possible. If Blockbuster elects, it may interview and approve or reject any Resource before that Resource is assigned to Blockbuster.

1.2. **Work Product.** In connection with or as part of the Services, Company and its Resources may write.

1.3. **Acceptance.** Company shall submit Work Product to Blockbuster on or before the specified delivery

1.4. **Data and System Access.** For any transfer of Blockbuster data by Company over any communications

2. **TERM.** The term of this Agreement commences on the Effective Date and continues for two (2) years through and including the anniversary of the Effective Date, unless terminated sooner pursuant to Section 11 or extended by mutual written agreement signed by an officer of both parties. Blockbuster has no obligation to extend or renew this Agreement. Company shall provide Services and Work Product for each Project for the term specified in the applicable Work Schedule.

3. **FEES.**

3.1. **Fees for Temporary Contractors.** Company and Blockbuster shall negotiate in good faith to

3.2. **Government Mandated Cost Increases.** If at any time during the term of this Agreement, Company is

3.3. **Conversion Fee.** Should Blockbuster desire to hire any Resource as an employee subsequent to

3.4. **Billing.** Company shall submit an original and one copy of all invoices to Blockbuster on a weekly

3.5. **Flat Fee.** If a flat fee is stated for a project in a Work Schedule, Company shall complete weekly

3.6. **Expenses.** Blockbuster shall reimburse Company for business travel and other reasonable out-of-

4. INDEPENDENT CONTRACTOR. In the performance of the Services, Company shall act solely as an independent contractor, and nothing in this Agreement at any time is to be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venturers as between Blockbuster and Company or Company's Resources. Company is responsible for the payment of all employer portions of employment taxes

and workers' compensation premiums relative to the Resources and no Resource is entitled to participate in any employee benefit plans offered by Blockbuster, including without limitation medical coverage, 401(k), or stock options. Company and its Resources have no right or authority, and shall not attempt to enter into any contract, commitment, or agreement, or incur any debt or liability of any nature in the name of or on behalf of Blockbuster. The conduct and control of the work performed pursuant to this Agreement remains solely with Company.

5. **BLOCKBUSTER'S INSTRUCTIONS.** Company shall ensure that its agents will, whenever on Blockbuster's premises, obey all reasonable instructions and security procedures and any other processes, policies, standards, procedures, and directions issued by Blockbuster from time to time. However, the conduct and control of the work performed pursuant to the Agreement, including any work by the Company personnel, remains solely with Company. Additionally, if Company is performing information technology services for Blockbuster, Company shall follow Blockbuster's information technology (*IT*) policies, processes, procedures, standards, and methodologies made available to Company by Blockbuster; and if there are no established Blockbuster methodologies for the applicable project, Company shall obtain approval from Blockbuster's IT process office to develop the necessary methodology components for the project.

6. **GENERAL COVENANTS AND WARRANTIES OF COMPANY.**

6.1. Company represents, covenants, and warrants that in performing the Services:

- (a) the Services and the Work Product(s) will conform to the description(s) and standard(s) set forth in this Agreement and the applicable Work Schedule for each Resource, and any other specifications agreed to in writing by the parties;
- (b) Company shall employ personnel with the skill, knowledge and training required for the performance of the Services and Company shall perform the Services in a good and workmanlike manner in accordance with industry best practices;
- (c) Company shall perform the Services in accordance with all applicable laws, rules or regulations, and Company shall obtain all permits required to comply with such laws, rules and regulations;
- (d) the Services and the Work Product(s) will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information and non-disclosure rights, or any trademark, copyright or patent rights;
- (e) the Work Product does not and will not contain any Computer Virus. Company shall use industry standard virus scanners (updated with the then-most current virus signatures and data sets) to scan all Work Product immediately prior to delivering it to Blockbuster. Company shall immediately advise Blockbuster in writing upon reasonable suspicion or actual knowledge that any Work Product may contain a Computer Virus. Also, to the extent Company personnel access Blockbuster's, its Affiliates', or Franchisees' computer systems in performing Services, Company shall not code or introduce into those systems any Computer Virus. If a Computer Virus is found to have been introduced into Blockbuster's, its Affiliates', or Franchisees' computer systems by Company or its agents, Company shall use all reasonable commercial efforts, at no additional charge, to assist Blockbuster, its Affiliates, or Franchisees in reducing the effects of the Computer Virus, and, if the Computer Virus causes a loss of operational efficiency or loss of data, to assist Blockbuster, its Affiliates, or Franchisees to the same extent to mitigate and reduce such losses. *Computer Virus* means any undocumented malicious data, code, program, or other internal component (e.g., computer worm, computer time bomb or similar component), which could damage, destroy, alter or disrupt any computer program, firmware or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by Blockbuster's, its Affiliates' or Franchisees' computer systems in any manner. *Affiliate* means an entity which controls, is controlled by or is under common control with Blockbuster (with *control* meaning the power, directly or indirectly, to direct, or to cause the direction of, the management and policies of an entity, whether through ownership of voting

securities or equity interests, through common directors, trustees or officers, by contract or otherwise). *Franchisee* means any entity that is then subject to a valid franchise agreement with Blockbuster or its Affiliates;

- (f) Company expressly waives and disclaims any right or remedy Company may have at law or in equity to de-install, disable or repossess any materials, products or Work Product by means of any so-called "disabling devices" should Blockbuster fail to perform any of its obligations under this Agreement;
- (g) the execution and performance by Company of this Agreement does not and will not violate or conflict with or result in a breach of (i) any of the terms, conditions, duties or obligations to which Company is bound to any third party or (ii) any other rights of any third party; and
- (h) Company is duly formed and in good standing under the laws of the state of its formation, it is qualified to transact business in all states where the ownership of its properties or nature of its operations requires such qualification, it has full power and authority to enter into and perform the Agreement, and the execution and delivery of the Agreement have been duly authorized.

6.2. Company shall, in addition to any other remedies available to Blockbuster, promptly remedy breaches of the foregoing warranties and covenants at no charge to Blockbuster.

7. OWNERSHIP.

7.1. Company shall perform all Services as a contractor and any Work Product is deemed to be a "work

7.2. Company agrees that, whether the Services and attendant Work Product are considered "works made

7.3. If and to the extent that Company may, under applicable law, be entitled to claim any ownership

7.4. Company shall provide Blockbuster with unrestricted access to all of Company's files (including computer files) containing Blockbuster materials produced in connection with the performance of the Services.

8. CONFIDENTIAL INFORMATION.

8.1. *Confidential Information* means the terms of this Agreement and any Work Schedule(s), any Work

8.2. Use and Protection. The Confidential Information may be used by Company solely in the course of

8.3. Disclosures Required by Law. If Company is required by law or by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process to disclose any Confidential Information, Company shall provide Blockbuster with prompt, prior written notice of such request or requirement so that Blockbuster may seek an appropriate protective order and/or waive Company's compliance with the provisions of this Agreement.

8.4. Privacy. Personal Information is the exclusive property of Blockbuster, and Company shall treat

8.5. Subcontractors. Prior to subcontracting any of its obligations under this Agreement, Company shall obtain contractual assurances from each subcontractor that the subcontractor will, to the extent applicable to the work to be performed by that subcontractor, abide by standards for the protection of Confidential Information and Personal Information at least as strong as, and consistent with, the standards set forth in this Agreement. Such contractual assurances must include a prohibition on further subcontracting or an obligation to obtain similar contractual assurances from any sub-subcontractor. Subcontracting does not relieve Company of any of its obligations under this Agreement and Company is responsible for the acts and omissions of any subcontractor as if such acts and omissions were carried out by Company.

8.6. Ownership. Confidential information is and remains the property of Blockbuster. Company obtains

8.7. Return. Upon the termination or expiration of this Agreement or upon the earlier request of

9. INDEMNITY AND INSURANCE.

9.1. Personal Injury and Property Damage. Company shall protect, defend, hold harmless, and indemnify Blockbuster, its Affiliates, and their respective successors, officers, directors, employees, agents and customers (*Blockbuster Indemnified Parties*) from and against any Losses and Litigation Expenses that arise from or relate to claims, demands, suits, actions, or proceedings made or brought against the Blockbuster Indemnified Parties (*Claims*) that arise from or relate to any claim for personal injury of any Resource, agent, employee, customer or business visitor of Company or damage to tangible property (other than data or information) owned or leased by Company, unless caused by reckless disregard or willful misconduct of Blockbuster or any of its employees. Loss means any settlement payment, cost and expense, interest, award, judgment, damages, fines, fees, penalties, or other charge, other than a Litigation Expense, that is payable by a Blockbuster Indemnified Party. Litigation Expense means any court filing fee, court cost, arbitration fee or cost, administrative agency fee or cost, witness fee, and each other fee and cost of investigating and defending any claims, or asserting any claim for indemnification under this Agreement, including without limitation, in each case, attorneys' fees, other professionals' fees, and disbursements.

9.2. Employment Claims. Company shall protect, defend, hold harmless, and indemnify the Blockbuster Indemnified Parties from and against any Losses and Litigation Expenses that arise from or relate to Claims that arise from or relate to any employment claim (including but not limited to claims under Title VII of the Civil Rights Act, the Americans With Disabilities Act, the Age Discrimination in Employment Act, the Texas Commission on Human Rights Act, the Fair Labor Standards Act, ERISA, and any other federal, state, or local statute or common law) based on an allegation that Blockbuster is an employer or joint employer of any Resource. Company further agrees that it will be solely responsible for providing any reasonable accommodation required by any Resource for a disability under the federal Americans With Disabilities Act or any state or local disabilities law, and if such an accommodation requires access to or modifications to Blockbuster's premises, Blockbuster will cooperate in any such requests to allow Company to make any necessary reasonable accommodations. Company shall verify the identity and eligibility to work in the U.S. in accordance with the Immigration Reform Control Act of 1986 of any Resource prior to such Resource being assigned to Blockbuster and Company shall protect, defend, hold harmless and indemnify the Blockbuster Indemnified Parties from and against any Losses or Litigation Expenses arising from Company's failure to do so.

9.3. Intellectual Property. Company shall protect, defend, hold harmless, and indemnify the Blockbuster Indemnified Parties from and against any Losses and Litigation Expenses that arise from or relate to Claims that use of Services or Work Product(s) infringes a third person's copyright, patent, trade secret or other intellectual property right enforceable where the affected Services are used by Blockbuster.

9.4. Miscellaneous. Company shall protect, defend, hold harmless, and indemnify the Blockbuster Indemnified Parties from and against any Losses and Litigation Expenses that arise from or relate to Claims that arise from or relate to Company's breach of Section 6.1(e) or Section 8.4.

9.5. Procedures. Company shall make no settlement that involves a remedy relating to admission of liability by, injunctive relief against, or other affirmative obligations by Blockbuster without Blockbuster's consent. Blockbuster shall inform Company of any Claim or proceeding against Blockbuster that may be covered under the indemnity obligations of this section 9 and Blockbuster shall have the right, in its sole discretion, to determine

whether Blockbuster will control the defense of any Claim against it or require company to provide a defense as part of its indemnification obligations. If Company assumes the defense of a Claim against Blockbuster, it may not effect any compromise or settlement of the Claim without the consent of Blockbuster, and Blockbuster has no liability with respect to any compromise or settlement of a Claim effected without its consent. Company shall notify Blockbuster of any actions, claims, or suits against Company based on an alleged infringement of any party's intellectual property rights in and to the Work Product or Services. If an injunction is sought or obtained against use of the Work Product or Services or in Blockbuster's opinion is likely to be sought or obtained, Company shall promptly, at its option and expense: (a) procure for Blockbuster and its Affiliates the right to continue to use the infringing Work Product or Services as set forth in this Agreement, or (b) replace or modify the infringing Work Product or Services to make their use non-infringing while being capable of performing the same functionality without degradation of performance, or (c) promptly refund the fees paid to Company by Blockbuster for the allegedly infringing Work Product or Services.

9.6. **Insurance.** Company, at its own expense, shall provide and maintain insurance during the Term of this Agreement, as follows:

10. **ASSIGNMENT.** Company shall not assign any of its rights or delegate any performance under this Agreement except with the prior written consent of Blockbuster. Blockbuster may assign its rights and delegate its performance under this Agreement to any individual or entity. Any purported assignment of rights or delegation of performance in violation of this Section is void. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

11. **TERMINATION.**

11.1. **Termination for Cause.** In the event of a material breach by Company or Blockbuster of this

11.2. Termination Without Cause. If there are no Work Schedules in effect under this Agreement,

11.3. Rights upon Termination. Upon the termination of this Agreement, each Party shall promptly return

12. SOLICITATION. Unless otherwise agreed by the parties in writing, during the term of this Agreement and

13. MISCELLANEOUS.

13.1. GOVERNING LAW. THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW PRINCIPLES) GOVERN ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

13.2. DESIGNATION OF FORUM. ANY PARTY BRINGING A LEGAL ACTION OR PROCEEDING AGAINST ANY OTHER PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BRING THE LEGAL ACTION OR PROCEEDING IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS OR IN ANY COURT OF THE STATE OF TEXAS SITTING IN DALLAS.

13.3. WAIVER OF RIGHT TO CONTEST JURISDICTION. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, (A) ANY OBJECTION WHICH IT MAY NOW OR LATER HAVE TO THE LAYING OF VENUE OF ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT BROUGHT IN ANY COURT OF THE STATE OF TEXAS SITTING IN DALLAS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS; AND (B) ANY CLAIM THAT ANY ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

13.4. SUBMISSION TO JURISDICTION. EACH PARTY TO THIS AGREEMENT SUBMITS TO THE EXCLUSIVE JURISDICTION OF

- (a) THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS AND ITS APPELLATE COURTS, AND
- (b) ANY COURT OF THE STATE OF TEXAS SITTING IN DALLAS AND ITS APPELLATE COURTS,

FOR THE PURPOSES OF ALL LEGAL ACTIONS AND PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT.

13.5. **ENFORCEMENT OF JUDGMENTS.** EACH PARTY AGREES THAT THE EXCLUSIVE CHOICE OF FORUM SET FORTH IN THIS AGREEMENT DOES NOT PROHIBIT THE ENFORCEMENT OF ANY JUDGMENT OBTAINED IN THAT FORUM OR ANY OTHER APPROPRIATE FORUM.

13.6. **Equitable Remedies.** Company acknowledges that Blockbuster will be irreparably harmed if

13.7. **Rights and Remedies Cumulative.** The rights and remedies set forth in this Agreement are not

13.8. **Audit.** At any time during the Term of this Agreement, and for one year after expiration or

13.9. **Notices.** Any notice or other communication under this Agreement must be in writing addressed to the other party at the addresses first noted in the preamble and is deemed delivered either upon hand delivery against receipt or upon mailing by certified mail (return receipt requested) or by facsimile with evidence of delivery.

13.10. **Non-Waiver.** No term or provision of this Agreement is deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

13.11. **Enforceability.** This Agreement is enforceable notwithstanding the existence of any claim or cause of action one party may have against the other.

13.12. **Severability.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect, if the essential terms and conditions of this Agreement for both parties remain valid, legal and enforceable.

13.13. **Headings.** The headings of sections and subsections in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation.

13.14. **Arms Length Transaction.** The Parties have, with the assistance of counsel, entered into this Agreement in an arms-length transaction and it is presumed that all parties drafted this Agreement and no word, term, or provision of this Agreement is to be construed against a party on the basis that such party drafted this Agreement.

13.15. **Survival.** The terms and conditions of this Agreement regarding confidentiality, indemnification, warranties, payment and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Agreement survive and continue in effect. Notwithstanding any

earlier termination or expiration of this Agreement, the terms and conditions of this Agreement remain effective during the term of any Work Schedule.

13.16. Non-Exclusivity. Nothing in this Agreement precludes Blockbuster from retaining the services of

13.17. Publicity. Except as required by law, neither party shall make any reference in any manner (including without limitation in any press release, customer list, web site, presentation, or other media or method) to the other party (including without limitation the use of such party's name, logo, and identifying description), this Agreement, or the relationship created by this Agreement without the prior written consent of the other, which consent may be granted or withheld at such party's sole discretion.

13.18. Entire Agreement. This Agreement, together with the referenced attachments, which are incorporated by reference and made a part of this Agreement, constitutes the entire agreement between Company and Blockbuster in relation to this subject matter, and supersedes all prior agreements (*Prior Agreements*), representations, proposals, discussions and communications, whether oral or in writing. Any Work Schedules still in effect under a Prior Agreement continue in effect under this Agreement. This Agreement may only be modified by an instrument in writing signed by an officer of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each warrant and represent that their respective signatory whose signature appears below is duly authorized by all necessary and appropriate action to execute this Agreement.

VENTURI STAFFING PARTNERS

By:

Name: Marsha Thomas

Title: President - VSP North Texas/Dallas

Date:

BLOCKBUSTER INC.

By:

Name: Dan Satterthwaite

Title: Senior Vice President, HR and Administration

Date:

WORK SCHEDULE NO. _____

This Work Schedule No. _____ (*Work Schedule*) is issued pursuant to, and is governed by, the terms of the Services Agreement dated June 1, 2004, (the *Agreement*) between Blockbuster Inc. (*Blockbuster*) and Venturi Staffing Partners (*Company*). Capitalized terms not otherwise defined in this Work Schedule have the meanings assigned in the Agreement.

A. Commencement Date and Term of Assignment or Project: (Not to Exceed One Year – Insert Start Date and Completion Date)

B. Description of Project and Work to be Performed:

C. Description of Work Product:

D. Fees and Payment Terms:

E. Resources Assigned:

AGREED TO BY:

VENTURI STAFFING PARTNERS

BLOCKBUSTER INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONTRACTOR ACKNOWLEDGMENT

You have accepted a temporary contract assignment with Blockbuster Inc. You understand, acknowledge, and agree that you will at all times be an independent contractor of Blockbuster and will not in any way be classified as an employee of Blockbuster. You will not be eligible to participate in any benefits offered by Blockbuster to its employees, including without limitation medical insurance, 401(k), and stock options. Blockbuster will not provide you with workers' compensation coverage or unemployment coverage, and Blockbuster will not pay any employer portions of Social Security, Medicare, or any other federal or state withholding tax. Blockbuster is not your employer or joint employer for purposes of any federal, state, or local discrimination statute, wage and hour law, safety regulations, or any other federal, state, or local statute, ordinance, or common law related to employment.

ACKNOWLEDGED AND AGREED TO BY:

[Signature]

[Printed Name]

[Date]

VENTURI STAFFING PARTNERS