

## AGREEMENT

In consideration for receiving temporary work assignments and continuing to receive temporary work assignments through 24 Seven, Inc., at clients of 24 Seven, Inc., I, \_\_\_\_\_  
("Employee") agree as follows: (print name)

1. I acknowledge and agree that receiving temporary work assignments through 24 Seven is a valuable benefit, and that 24 Seven has incurred considerable expense in recruiting, hiring, evaluating, and otherwise screening me for such assignments.
2. I acknowledge and agree that while working on an assignment at a client of 24 Seven, I may be entrusted with confidential information, trade secrets, and/or proprietary materials of such client. Except as authorized by any client to which I am assigned, or except as otherwise authorized by such client pursuant to any agreement between such client and 24 Seven, I promise and agree not to remove any property or materials belonging to any 24 Seven client from the client's premises, or to use or disclose to any person any confidential information, trade secrets or proprietary materials of the client (except as necessary to perform my duties or as otherwise authorized). I also agree to deliver promptly to any such client (on request or on the date of termination of my assignment) all documents, copies thereof, and other materials that are the client's property.
3. I agree to notify 24 Seven upon the termination of any assignment, or of a significant change in my duties, and to notify 24 Seven of any offer of employment at a 24 Seven client to which I had been assigned by 24 Seven before accepting any such offer.
4. I promise and agree not to perform services for, accept temporary assignments at, or work at any client of 24 Seven to which I am introduced or assigned, or during any such assignment, and for a period of 365 days following the completion of any such assignment (except while on 24 Seven's payroll), without the prior written consent of 24 Seven. I understand that 24 Seven may condition such consent upon the payment of a fee or other compensation to 24 Seven by the client.
5. I understand and agree that I am an employee of 24 Seven (and not of the 24 Seven client to which I am assigned), and that my employment with 24 Seven is on an at-will basis, which means that both 24 Seven and I have the right to end my employment relationship at any time for any reason or no reason.
6. I understand and agree that 24 Seven is an equal employment opportunity employer which does not discriminate against any applicant or employee because of his or her race, sex, national origin, religion, disability, marital status, age, sexual orientation or other category protected by law.
7. In the event I encounter any non-operational problems while on an assignment, I promise and agree to contact 24 Seven to discuss the issue, not the client. The non-operational problems referred to in this paragraph include any complaint or concern about harassment or discrimination, unfair or abusive treatment, unsafe working conditions, and similar matters. 24 Seven will promptly investigate any such complaint, and will take prompt, appropriate corrective action where necessary.
8. I acknowledge and agree that I am solely an employee of 24 Seven for benefits purposes, and that I am not eligible to participate in any benefits plan offered by any 24 Seven client to its own direct employees, regardless of the length of my assignment, and regardless of whether I am found to be a common law employee of any such client.
9. I acknowledge and understand that as part of 24 Seven's exploration of new ways to show its clients and potential clients the quality of talent that it represents, 24 Seven uses and intends to continue to use representative samples of its employees' artwork, designs, drawings and other similar materials (collectively, "Artwork") in connection with its promotional materials (the "Promotional Materials").

10. As a condition of my offer of employment and continued employment with 24 Seven, I hereby grant and agree to grant to 24 Seven, its subsidiaries and affiliates, during the term of my employment with 24 Seven and for one year thereafter, the non-exclusive, worldwide, royalty-free, fully-paid, irrevocable license (the "License") to use, copy, modify, create derivative works from, disclose, publish, re-publish, distribute, post, upload, download (collectively, "Use"), in connection with the publication, disclosure or dissemination of my resume or portfolio, or in connection with the Promotional Materials, or otherwise in connection with the promotion of my skills, expertise and experience as an individual or as an employee of 24 Seven, any item of Artwork that I created, conceived, developed or otherwise produced prior to my employment with 24 Seven (the "Prior Artwork"). I hereby warrant and represent that: (i) I am the sole author and owner of the Prior Artwork and have the right to grant the License granted hereunder; and (ii) the Use by 24 Seven, its affiliates or subsidiaries, of the Prior Artwork as herein contemplated does not and will not infringe or misappropriate the intellectual property, publicity, privacy or any other rights of any third party, or result in the violation of any agreements to which I am a party or by which I am otherwise bound.

11. I also hereby acknowledge, agree and covenant that I shall not at any time claim any rights of ownership or any other right, title or interest in and to any Artwork that I create, conceive, develop or otherwise produce during the term of my employment with 24 Seven within the scope of my assigned duties when I am assigned to provide services to a client of 24 Seven (the "Assigned Artwork"). I acknowledge and agree that the Assigned Artwork shall be deemed "work made for hire" within the meaning of the copyright laws of the United States and any similar laws of other jurisdictions, and that therefore, the Assigned Artwork shall be the property of the Company and any and all copyrights in and to such Assigned Artwork shall belong to the Company. To the extent that any of the Assigned Artwork is not deemed to be a "work made for hire" for 24 Seven, I hereby assign and agree to assign to 24 Seven all proprietary rights, title and interest therein, in perpetuity throughout the universe in all languages and formats, and in any and all media, whether now known or hereafter devised, without further compensation. I hereby warrant and represent that: (i) I am the sole author and owner of the Assigned Artwork and have the right to make the assignment made hereunder; (ii) the Use by 24 Seven, its affiliates or subsidiaries, of the Assigned Artwork as herein contemplated does not and will not infringe or misappropriate the intellectual property, publicity, privacy or any other rights of any third party, or result in the violation of any agreements. I hereby waive any claim against 24 Seven, its subsidiaries, affiliates, clients or against any other party in connection with the Use by any of them in any manner and for any reason of the Assigned Artwork.

12. I agree to indemnify, hold harmless and defend 24 Seven, its affiliates or subsidiaries, and its and their owners, officers, directors, employees and agents from and against any losses, claims, suits, liabilities and costs (including reasonable attorneys' fees) arising from or in connection with (i) the Use of the Prior Artwork pursuant to the terms of the License as contemplated hereunder; (ii) any claim that the Prior Artwork or the Assigned Artwork or any Use thereof as contemplated herein infringes or otherwise misappropriates or violates any rights of any third party; or (iii) a breach by me of any other warranties, representations, agreements, covenants or waivers made hereunder.

13. I acknowledge and agree that any false, incomplete, misleading, or infringing information or materials provided by me in my application for employment form, in a resumé, portfolio, or in a pre-employment interview will be grounds for denial of my application or immediate dismissal from employment.

14. I have carefully read this Agreement, I understand its meaning, and I agree to it voluntarily in order to gain the opportunity to be eligible for work assignments through 24 Seven.

DATED: \_\_\_\_\_ EMPLOYEE SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_