

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

1. 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 with or without notice.
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 as permitted by law, 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, as otherwise authorized or as permitted law). 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 24 Seven or 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. I also agree to notify 24 Seven of any offer of employment at a 24 Seven client to which I had been assigned by 24 Seven before discussing or accepting any such offer. 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.
4. Other than work or assignments specifically authorized or assigned by 24 Seven, I promise and agree not to perform any services, or accept any assignments (whether permanent or temporary), at any client of 24 Seven while on assignment or employed by 24 Seven, and for a period of 365 days after your last day of your last assignment with 24 Seven, 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 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 item of artwork, designs, drawings and other similar materials (collectively, “Artwork”) that I create, conceive, develop or otherwise produce (solely or jointly with another or others) 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”) 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 24 Seven and any and all copyrights in and to such Assigned Artwork shall belong to 24 Seven. 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.
6. 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 Assigned Artwork or Artwork that I created, conceived, developed or otherwise produced prior to my employment with 24 Seven (“Prior Artwork”); (ii) any claim that Prior Artwork or Assigned Artwork or any use thereof 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.
7. 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.
8. Severability. In case any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this agreement, and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.
9. Entire Agreement. This agreement contains the entire understanding between 24 Seven and you, and supersedes any and all prior agreements or understandings (whether written or oral) between 24 Seven and you relating to the subject matter covered by this agreement. Any oral representation or modification of this agreement shall be of no force or effect. This agreement may not be modified or amended except upon the express written consent of 24 Seven and you.
10. 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.

Date

Signature

Print Name