

Jessilyn Temps LLC

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AGREEMENT

In consideration for, and as a condition of continuing to receive temporary work assignments through Jessilyn Temps LLC, at clients of Jessilyn, I, _____ ("Employee") agree as follows:

1. I acknowledge and agree that receiving temporary work assignments through Jessilyn is a valuable benefit, and that Jessilyn has incurred considerable expense in recruiting, hiring, evaluating, and otherwise screening me for such assignments.
2. I understand and agree that I am an employee of Jessilyn (and not of the Jessilyn client to which I am assigned), and that my employment with Jessilyn is on an at-will basis, which means that both Jessilyn and I have the right to end my employment relationship at any time for any reason or no reason.
3. I acknowledge and agree that while working on an assignment at a client of Jessilyn, 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 Jessilyn, I promise and agree not to remove any property or materials belonging to any Jessilyn 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. I understand and agree that I will be liable for any direct or consequential damages resulting from a violation of this Agreement.
4. I acknowledge and agree that my rate of compensation quoted and/or paid to me for an assignment is confidential and a protectable trade secret of Jessilyn. I agree not to disclose my rate of pay to any client, at any time before, during or after an assignment. As the employer of record, Jessilyn is solely responsible for setting my rate of pay and the terms of any conversion to a direct employee of a client. I agree to notify Jessilyn upon the termination of any assignment, or of a significant change in my duties, and to notify Jessilyn of any offer of employment at a Jessilyn client to which I had been assigned by Jessilyn before accepting any such offer. I agree not to conduct any employment related negotiations with a client and to communicate solely through Jessilyn.
5. I promise and agree not to perform services for, accept temporary assignments at, or work at any client of Jessilyn to which I am introduced or assigned, or during any such assignment, and for a period of two (2) years following the completion of any such assignment (except while on

Jessilyn's payroll), without the prior written consent of Jessilyn. I understand that Jessilyn may condition such consent upon the payment of a fee or other compensation to Jessilyn by the client. I agree that in the event I accept employment with any client of Jessilyn to which I have been assigned without the prior written consent of Jessilyn, I will pay liquidated damages equal to 30% of my annual compensation rate plus any legal fees incurred by Jessilyn in enforcing its rights.

6. I agree not to work in excess of forty (40) hours in any week unless both Jessilyn and the Client have previously authorized the time in writing. I agree not to accept from the client "comp time," "straight time" or not to be compensated for hours worked over 40, and that if I do so this will be grounds for immediate termination.

7. I understand and agree that Jessilyn is an equal employment opportunity employer which complies with all applicable anti-discrimination laws, rules and regulations and does not discriminate against any applicant or employee because of his or her Race, Color, Creed, Sex, National origin, Religion, Disability, Marital status, Age, Sexual orientation or other category protected by law. In the event of any unlawful discrimination, harassment or retaliation by a client or any Jessilyn employee, I agree to notify Todd Wayne at Jessilyn immediately and to cooperate fully in any investigation of such a complaint.

8. I acknowledge and agree that I am solely an employee of Jessilyn for benefits purposes, and that I am not eligible to participate in any benefits offered by any Jessilyn 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, understand, and consent that as part of Jessilyn's exploration of new ways to show its clients and potential clients the quality of talent that it represents, Jessilyn 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 Jessilyn, I hereby grant and agree to grant to Jessilyn, its subsidiaries and affiliates, during the term of my employment with Jessilyn and for two (2) years 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 Jessilyn, any item of Artwork that I created, conceived, developed or otherwise produced prior to my employment with Jessilyn (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 Jessilyn, 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 works, trademarks, inventions, artwork that

I create, conceive, develop or otherwise produce during the term of my employment with Jessilyn within the scope of my assigned duties when I am assigned to provide services to a client of Jessilyn (the "Assigned Work"). I acknowledge and agree that the Assigned Work shall be deemed "work made for hire" to the extent provided by Sections 101 and 201(b) of the Copyright Act, 17 U.S.C. 101 et seq. and any similar laws of other jurisdictions, and that therefore, the Assigned Work shall be the property of Jessilyn and any and all copyrights in and to such Assigned Work shall belong to Jessilyn. To the extent that any of the Assigned Work is not deemed to be a "work made for hire" for Jessilyn, I hereby assign and agree to assign to Jessilyn 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 Work and have the right to make the assignment made hereunder; (ii) the Use by Jessilyn, its affiliates or subsidiaries, of the Assigned Work 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 Jessilyn, 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 Work.

12. I agree to indemnify, hold harmless and defend Jessilyn, 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 Work pursuant to the terms of the License as contemplated hereunder; (ii) any claim that the Prior Work or the Assigned Work 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 including any inaccuracies in the submission of my time records.

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 resume, portfolio, or in a preemployment interview will be grounds for denial of my application or immediate dismissal from employment.

14. I acknowledge and agree that my signature on my timesheets constitutes my certification that the time claimed is true and accurate.

15. 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 Jessilyn

DATED:

EMPLOYEE SIGNATURE:

PRINT NAME: _____