

**EXECUTIVE TEMPS
FLEXIBLE EMPLOYEE AGREEMENT**

In consideration of my employment with *Executive Temps* (“Employer”), and my assignment with Employers various entertainment clients (hereinafter “Customer”), I hereby acknowledge and agree as follows:

In the course of my employment with Employer and my assignment to customer, I may be given access to information, documents, inventions, research data, techniques and other materials (hereinafter “Confidential Information”) which belong to Customer.

I will not in any manner publish, disclose to any third party, or use any such Confidential Information. I will make no copies of any documents except as may be specifically authorized by Customer, and I will use those copies only for the purpose for which they were placed in my possession. Absent specific authorization from Employer, or Customer, I will not remove from Customer’s premises any Confidential Information belonging to Customer. Upon termination of my assignment to Customer and before my final departure from Customer’s premises, I will return all Confidential Information, which is in my possession to Customer.

I understand and agree that all inventions, improvements, designs, ideas and suggestions whether patentable or not, and copyrightable materials made or conceived either solely or jointly by me while performing services for Customer are “works for hire” and the property of Customer. To the extent that the work includes material subject to copyright, patent, trade secret or other proprietary right protection and not otherwise owned by Customer, all right, title and interest in and to such work shall belong exclusively to Customer. I hereby assign to Customer, its successors and assigns, all right, title, and interest in and to my work product including all patents, trade secrets, copyrights, or other proprietary right protection and all renewals and extensions thereof that may be secured under the laws now or hereafter in force and effect in the United States of America or in any other country or countries.

I further understand that I am employed by Employer and am therefore not entitled to any compensation from Customer, or to participate in any of Customer’s employee benefit plans. Accordingly, I waive any rights I may have under any such plans maintained by Customer. I also understand and agree that if I am injured during the course of my assignment, any claim for worker’s compensation benefits shall be made to my Employer and not to Customer.

*I understand that my failure to contact Executive Temps upon completion of each assignment will be considered a voluntary quit and may result in loss of unemployment benefits.*_____

I agree that Customer is the intended third-party beneficiary of this Agreement and, accordingly, Customer has the right to enforce the terms of this Agreement independently. Further, I acknowledge that monetary damages may not be sufficient remedy for any breach of this Agreement and that Customer will be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies to all other remedies available at law or equity.

This Agreement is not intended to alter the at-will status of my employment and will survive the termination of my assignment with Customer and/or my employment with Employer.

Date

Print Name

Signature