

## Freelance Employment Agreement

### Close

Congratulations! You're going on your first Creative Circle assignment and given you've accepted a temporary assignment through our Company, you will become a Creative Circle employee when your assignment starts. Below is an outline of expectations and guidelines regarding our employment relationship. In accepting a temporary assignment, you acknowledge and agree to the following:

- Your employment or hire date will be the first day of your first assignment with Creative Circle.
- Your employment will be "at will", meaning that even if we provide an estimated duration for a given assignment, the reality is that the Client, Creative Circle, or you may end the assignment at any time with or without cause or notice.
- You will be able to view a copy of the company's Freelance Employee Handbook via the Creative Circle Candidate Information page. As a Creative Circle Freelance employee you agree to be bound by these policies and standards, and any future policies and standards that are introduced by the Company. If you have questions about the Freelance Employee Handbook or other personnel policy matters, please consult with a member of the Human Resources team.
- When on Client assignments, you will be responsible to abide by both Creative Circle and Client rules, policies, practices and procedures at all times.
- During the Client assignment, you will be considered non-exempt under the Fair Labor Standards Act. As such, you are eligible for overtime pay. You agree not to work more than 40 hours per week (or more than the daily hourly limit in states where this would result in overtime pay) without the express consent of the Client.
- As a Creative Circle Freelance Employee you will be asked to complete a W-4 form and will be issued a W-2 in January of the following year.
- You will be asked to complete an electronic timecard each week to account for all time spent on the Client assignment. It is critical that these timecards be submitted on a timely basis to ensure we pay you appropriately. More information and instructions on our timecards will be sent before your first assignment.
- You are eligible to participate in Creative Circle benefit programs specifically designated for our Freelance Employees. Enrollment forms are given to employees as they become eligible for each benefit. You will not be eligible to participate in the benefits programs of Creative Circle's Clients.
- All work performed and services you provide for the Client will be under the direction and supervision of the Client, unless otherwise directed by Creative Circle.
- Any ideas, slogans, copy, concepts, designs, documents, written materials or other creation of any type developed within the scope of your work for Creative Circle's Clients ("Creations"), in whatever form, whether or not incorporating confidential or proprietary information or trade secrets of any Client, constitute "work for hire" within the meaning of the U.S. copyright laws. Creations shall be the sole and exclusive property of the Client, and you hereby irrevocably assign any and all rights thereto to the Client, including, but not limited to, any copyright interest. You further agree, in consideration of the placement services offered by Creative Circle, without further compensation, to execute any and all instruments and take whatever action may be deemed necessary by Creative Circle or the Client to fully vest all rights in any Creations for the Client, including, but not limited to, cooperating with Client in the registration of copyright of the Creations.
- You may not retain any work product or any copies thereof (including but not limited to electronic copies) without the express written permission of our Client. If you want to retain samples of the work for your portfolio or any other purpose, you must receive written approval from our Client to do so.
- All work products you create under the scope of your employment with Creative Circle must be original to you and not infringe the proprietary right of any other party, including any patent, copyright, trade secret or other proprietary right.
- You agree to not create or knowingly pass on any harmful or disabling computer code in connection with any work performed for Creative Circle or our Clients, including, without limitation, any viruses, Trojan horses or time bombs.
- As a Creative Circle employee assigned to our Client, you understand that you may have access to confidential or proprietary information belonging to Creative Circle, our Client or other parties, which is considered to be a trade secret, proprietary or which Creative Circle, our Client or other parties wish to keep confidential. This includes, but is not limited to: advertising and marketing or creative plans; areas of research and development; lists of employees, consultants, candidates, suppliers, Clients and customers; financial statements and information; agreements with employees, consultants, candidates, suppliers, Clients and customers; Client and customer designs and plans and similar information ("Confidential Information"). You acknowledge that the disclosure or use of Confidential Information, except as authorized by Creative Circle and/or our Client, may cause serious and irreparable harm to Creative Circle and/or our Client. You agree to hold in strict confidence all Confidential Information which you use or gain access to during the course of your employment by Creative Circle, and not to use, reproduce, publish, disclose or otherwise make known to any person or entity any Confidential Information, except to the extent required in the performance of your engagement with the Client.
- At the end of your engagement with our Client or upon termination of this Agreement, or as requested by our Client or by Creative Circle whichever is earliest, you agree to promptly release and return to our Client and/or Creative Circle any materials constituting, making use of or referring to Creative Circle's or our Client's Confidential Information or Creations, which have been in your possession or under your control.
- You agree not to disclose, indirectly or directly, to Creative Circle or to any Client, information or data from a previous employer, Client or other third party, which you are obligated to keep confidential.

- When you are no longer on assignment with any Creative Circle Client, you will be placed on terminated status. You will remain in our candidate pool and will be rehired when you begin a new assignment.
- If Creative Circle places you in a regular, full-time position with a Client, you will become an employee of that Client and will not be employed by Creative Circle. If you were a Creative Circle employee prior to this, Creative Circle will terminate your employment shortly after you accept our Client's fulltime offer.
- Creative Circle reserves the right to change, unilaterally without notice, any and all employment policies, rules, regulations, practices, procedures and programs at any time and for any reason.
- This Agreement will be governed by the laws of the state of California, where Creative Circle's headquarters are located.

**By clicking *Accept* below, you hereby acknowledge that you have reviewed and agree to the terms of this Freelance Employment Agreement, provided to you by your employer, Creative Circle LLC.**

Freelance Employment Agreement accepted by Alan Johnson on: 08/15/2018 5:38:47PM PDT

**Close**