

Contractor Agreement

Congratulations, you've accepted a temporary assignment through Da Bluebie Marketing LLC! Below is an outline of expectations and guidelines regarding our contractor relationship. In accepting a temporary assignment, you acknowledge and agree to the following:

- When you are on a temporary assignment through us, you will be a Da Bluebie Marketing Contractor. Your hire date will be the first day of your first assignment with Da Bluebie Marketing.
- Your contract will be “at will,” meaning that even if we provide an estimated duration for a given assignment, the reality is that the Da Bluebie Marketing client (“Client”), Da Bluebie, or you may end the assignment at any time with or without cause or notice. The at-will nature of your contract may not be altered by any policy, practice, or representation of Da Bluebie or the Client, but only by a written agreement expressly modifying or waiving it, signed by both you and the Chief Executive Officer of Da Bluebie Marketing.
- When on Client assignments, you will be responsible to abide by both Da Bluebie Marketing and Client rules, policies, practices and procedures at all times.
- As a Da Bluebie Marketing Contractor, you will be issued a 1099 in January of the following year.
- You will be required to complete an electronic timesheet for each project 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.
- All work performed and services you provide for the Client will be under the direction and supervision of the Client, unless otherwise directed by Da Bluebie Marketing.
- Any ideas, slogans, trademarks, logos, copy, concepts, designs, documents, written materials or other creation of any type developed within the scope of your work for Da Bluebie Marketing and its Clients (“Creations”), in whatever form, whether or not incorporating confidential or proprietary information or trade secrets of any Client or Da Bluebie Marketing, are the property of Da Bluebie Marketing and where applicable, constitute “works made for hire” within the meaning of the U.S. copyright laws. Creations shall be the sole and exclusive property of Da Bluebie Marketing, and you hereby irrevocably assign any and all rights thereto to Da Bluebie Marketing, including, but not limited to, any patent, trademark or copyright interest. The aforementioned irrevocable assignment does not apply to any invention that qualifies fully under the provisions of California Labor Code Section 2870, namely an invention that is developed entirely on your own time without using Da Bluebie Marketing’s or the Client’s equipment, supplies, facilities or trade secret information, that is not related to Da Bluebie Marketing’s or the Client’s business (actual or demonstrably anticipated), and that does not result from work performed for Da Bluebie Marketing or the Client. You further agree, in consideration of the placement services offered by Da Bluebie Marketing, without further compensation, to execute any and all instruments and take whatever action may be deemed necessary by Da Bluebie Marketing to fully vest all rights in any Creations in Da Bluebie Marketing, including, but not limited to, cooperating with Da Bluebie Marketing or the Client in the registration of patent, trademark and/or 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 that you create under the scope of your contract with Da Bluebie Marketing must be original to you and not infringe the proprietary rights of any other party, including any patent, trademark, 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 Da Bluebie Marketing or our Clients, including, without limitation, any viruses, Trojan horses or time bombs.

- As a Da Bluebie Marketing contractor assigned to our Client, you understand that you may have access to confidential or proprietary information belonging to Da Bluebie Marketing, our Client or other parties, which is considered to be a trade secret, proprietary or which Da Bluebie Marketing, 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 Da Bluebie Marketing and/or our Client, may cause serious and irreparable harm to Da Bluebie Marketing and/or our Client. You agree to hold in strict confidence all Confidential Information that you use or gain access to during the course of your contract by Da Bluebie Marketing, 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 as requested by our Client or by Da Bluebie Marketing whichever is earliest, you agree to promptly release and return to our Client and/or Da Bluebie Marketing any materials constituting, making use of or referring to Da Bluebie Marketing'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 Da Bluebie Marketing or to any Client, information or data from a previous employer, Client or other third party, which you are obligated to keep confidential.

- Da Bluebie Marketing reserves the right to change, unilaterally without notice, any and all 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 Da Bluebie Marketing's headquarters are located.

- This Agreement is the full and complete agreement relating to the subject matter hereof and supersedes all prior oral and written agreements, negotiations, promises, representations, understandings, and discussions. This agreement can only be modified by a subsequent written agreement signed by the Chief Executive Officer of Da Bluebie Marketing. By clicking 'I have read and accept' in your Pay Rate Confirmation, you hereby acknowledge that you have reviewed and agree to the terms of this Contractor Agreement, provided to you by Da Bluebie Marketing LLC.