

# CONTRACT CONSULTANT SERVICE AGREEMENT

THIS CONTRACT CONSULTANT SERVICE AGREEMENT ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2008 ("Effective Date"), by and between Juggle, LLC, a limited liability company of the State of Illinois having offices at 2900 Frank Scott Parkway West, suite 986 Belleville, Illinois 62223 ("Juggle"), and Aaron Lademann, an individual. ("Vendor").

## RECITALS

I. Vendor represents that it (a) employs individuals who possess superior knowledge, expertise, and experience in the computer consulting, design and programming field (each a "Consultant"), and (b) is in the business of contracting with businesses to provide the services of its Consultants on an as needed basis.

II. Subject to the terms and conditions of this Agreement, (a) Juggle desires to engage Vendor to provide the services of its Consultants to Juggle on an as needed basis to work on computer consulting, design and/or programming projects, and (b) Vendor desires to be so engaged by Juggle.

## TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

### 1. Engagement.

**1.1 General.** From time-to-time throughout the term, Juggle may request that Vendor provide Juggle with information about Consultants that may be appropriate to work on a particular project. Promptly upon receipt of such request, Vendor agrees to supply appropriate information (including, without limitation, resumes) of appropriate Consultants to Juggle. In the event Juggle desires to have a particular Consultant work on a project, Vendor shall make such Consultant available to work on such project, and Juggle and Vendor shall complete and sign a project schedule in the form attached hereto as Exhibit A, and hereby incorporated herein (each a "Project Schedule"). For further clarity, (a) Juggle shall always have the right, in its sole and absolute discretion, to decide whether or not to enter into a Project Schedule in connection with a particular Consultant, (b) there shall be a separate Project Schedule for each Consultant that works on a particular project, and (c) Juggle shall not be obligated to enter into any minimum number of Project Schedules.

**1.2 Project Schedule.** Each Project Schedule shall contain, at a minimum, (a) the name of the Consultant that Vendor will supply to perform the services, (b) a description of the services to be performed, (c) the time period in which such services are to be performed, (d) the location at which such services will be performed, and (e) the fees associated with such engagement. The parties acknowledge and agree that the terms and conditions of this Agreement shall automatically be incorporated into each Project Schedule and apply in respect of every engagement for a Consultant between Juggle and Vendor unless this Agreement is expressly excluded by a written instrument signed by Juggle and Vendor.

**1.3 Termination of Project Schedule by Juggle.** In the event that Juggle determines, in its sole and absolute discretion, that the performance of a Consultant is unsatisfactory for any reason whatsoever, Juggle may terminate the Project Schedule in connection with such Consultant immediately by giving Vendor oral or written notice thereof by telephone, mail, e-mail, and/or facsimile to the address set forth above and such notice shall be deemed effective when given. In the

event Juggle gives such a notice to Vendor, (a) the applicable Project Schedule shall terminate immediately, and (b) Vendor shall immediately remove the applicable Consultant from Juggle's premises.

**1.4 Termination of Project Schedule by Vendor.** Vendor shall have the right to terminate a particular Project Schedule by giving at least two (2) weeks notice thereof to Juggle.

**1.5 Other Termination of Project Schedule.** Each Project Schedule shall terminate on the earlier to occur of (a) the date of termination specified in such Project Schedule (which may be extended upon the written agreement of the parties), (b) the date of termination of this Agreement, and (c) Juggle's hiring of the applicable Consultant as provided in Section 5 below.

**2. Deliveries.** From time-to-time as indicated in a particular Project Schedule and immediately upon a request by Juggle at any time during the term of this Agreement, Vendor shall deliver to Juggle, all Deliverables (as defined in Section 7 below) that are in Vendor's possession or under its control including, without limitation (a) any and all documents or media containing any of such Deliverables, and (b) any and all copies or extracts thereof.

**3. Invoices.** Vendor shall submit invoices to Juggle in accordance with the particular Project Schedule. Each invoice shall include, at a minimum, (a) Vendor's business name (or name), (b) Vendor's address, (c) Vendor's federal identification number, (d) a description of the work performed, (e) a reference to the document that authorized Vendor to perform the work (i.e., a particular Project Schedule), (f) the name of the applicable Consultant, and (g) such other information as may be required by a particular Project Schedule. Subject to Vendor's strict compliance with all of the terms and conditions of this Agreement, Juggle shall pay Vendor the amount due under such invoice within thirty (30) days after Juggle receives such invoice.

**4. Term and Termination.**

**4.1 General.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated as provided in Section 4.2 below.

**4.2 Termination.** Either party may terminate this Agreement by giving written notice thereof to the other party. In the event a notice of termination is given pursuant to this Section 4.2, this Agreement shall terminate thirty (30) days after the date such notice is given.

**4.3 Duties Upon Termination.** Upon the termination of this Agreement for any reason, Vendor shall immediately deliver to Juggle any and all materials relating to the services performed hereunder (including, without limitation, all of Juggle's Confidential Information (as defined in Section 8.1 below) then in Vendor's possession or under its control, without the retention of any copies, notes or excerpts) unless Juggle instructs Vendor in writing to destroy all or any part of such materials, in which case Vendor shall immediately destroy the materials as to which such instruction is given.

**5. Juggle's Hiring of Consultants.** Juggle may offer full-time employment to any Consultant, unless otherwise agreed on the applicable Project Schedule. However, Juggle agrees to provide Vendor with oral or written notice before making any such offer.

**6. Recruiting Limitation.** Vendor agrees that it will not during the term of this Agreement and for a period of (5) five years thereafter contact or recruit, directly or indirectly, any employee or contractor of Juggle in an attempt to place said employee or contractor with Vendor or any other individual or business entity. The provisions of this paragraph shall survive any termination of this Agreement.

7. **Rights in Deliverables.** Vendor and Juggle hereby agree that all right, title and interest throughout the world in and to (a) any and all materials supplied, or to be supplied, by Vendor (including any Consultant) to Juggle pursuant to, or in furtherance of, this Agreement and that are existing as of the Effective Date, and (b) any and all work product relating to, and/or resulting from, the services performed by any Vendor (including any Consultant) hereunder on or after the Effective Date, in each instance, (y) including, without limitation, any and all inventions, works-of-authorship, ideas, processes, formulas, works, materials, software, specifications, systems, drawings, sketches, models, layouts, algorithms, computers and other similar apparatus, programs, research, technical and business information and data, translations, schematics, pictorial, and graphic works, and (z) whether or not the item is (i) at any time utilized by Juggle, (ii) in written or oral form, (iii) patentable or copyrightable, and/or (iv) made, developed, conceived and/or reduced to practice by any Consultant alone and/or in conjunction with others (collectively, "Deliverables") shall belong solely to Juggle without Vendor reserving or otherwise having any rights therein whatsoever. Specifically, and without limiting the generality of the foregoing, all intellectual property rights in and to all Deliverables, and all parts thereof, shall belong solely to Juggle without Vendor reserving or otherwise having any rights therein whatsoever. In furtherance of the foregoing but without limiting the generality thereof:

7.1 Vendor hereby conveys, transfers, and assigns to Juggle all right, title, and interest (including, without limitation, all intellectual property rights), throughout the world and without further consideration, in and to, all Deliverables including, without limitation, the right to sue for past infringement and recover damages therefor.

7.2 The assignment of any copyright under this Agreement includes all rights of paternity, integrity, disclosure, attribution and withdrawal and any other rights that may be known or referred to as "moral rights". To the extent such "moral rights" cannot be assigned under applicable law and to the extent such assignment is not allowed by the laws in the various countries where "moral rights" exist, Vendor hereby waives such "moral rights" and consents to any action that would violate such "moral rights" in the absence of such consent. Vendor promptly shall confirm, in writing, all such waivers and consents which are requested by Juggle from time-to-time.

7.3 Vendor agrees to itself, or if applicable, to cause the applicable Consultant to, (a) execute any and all documentation requested by Juggle to confirm any waiver, conveyance, transfer, and/or assignment made in this Agreement promptly after Juggle requests such execution, and (b) upon Juggle's request, diligently and timely assist Juggle, and/or any party designated by Juggle, to (i) perfect and/or register all copyrights and other rights and protections relating to any Deliverable, throughout the world, (ii) obtain extensions and renewals of any such registrations, and (iii) from time to time enforce all copyrights and other intellectual property rights and projections relating to any Deliverable throughout the world.

## 8. **Confidentiality.**

8.1 **Definition.** For purposes of this Agreement, the term "Juggle's Confidential Information" means and includes (a) any and all proprietary, trade secret and other confidential information of Juggle disclosed to Vendor in any manner (whether orally, in writing, electronically, by the Vendor's inspection or otherwise), including but not limited to information about the Juggle's executives, employees, workers, subsidiaries, its subsidiaries' subsidiaries, customers, suppliers, pricing, finances, operations, products, services, intellectual property, business methods, business plans, contracts and contractual relationships, and (b) all Deliverables including, without limitation, all information and data transmitted to Juggle by Vendor under this Agreement, in each case in (a) and (b) above regardless of whether such information is: (x) disclosed before, on, or after the Effective Date and/or (y) marked "Confidential", in respect of information that is disclosed in writing. For further clarity, a disclosure to a Consultant is a disclosure to Vendor.

**8.2 Vendor's Obligations.** Vendor shall forever:

**8.2.1** Hold all of Juggle's Confidential Information in strict confidence and take all precautions necessary to protect all of Juggle's Confidential Information from disclosure;

**8.2.2** Not make any use whatsoever at any time of any of Juggle's Confidential Information except for uses which are permitted by this Agreement such as use necessary to create the Deliverables; and

**8.2.3** Limit its disclosure of Juggle's Confidential Information to such of its Consultants, employees, directors and officers as it, in good faith, believes necessary to have access to such information in order to properly fulfill its obligations under this Agreement, and to require its Consultants, employees, directors and officers to keep all of Juggle's Confidential Information confidential.

**8.3 Exclusions from Confidentiality.** Notwithstanding anything contained in this Agreement to the contrary, "Juggle's Confidential Information" shall not be deemed to include (a) information which Vendor can demonstrate by written evidence was in Vendor's possession prior to the disclosure, (b) information which Vendor can demonstrate by written evidence was independently developed by Vendor outside the scope of this Agreement, (c) information of Juggle which was or becomes publicly available other than through the disclosure by Vendor or by any person known by Vendor to be bound by a confidentiality restriction, (d) information which Vendor can demonstrate by written evidence has been lawfully disclosed to it by a third party (other than a person known by Vendor to be bound by a confidentiality restriction) who did not impose on Vendor any restriction on disclosure and who did not acquire it directly or indirectly from Vendor and (e) any portion of Juggle's Confidential Information which is approved in writing by Juggle for release by Vendor. As between Vendor and Juggle, Vendor shall have the burden of proving that information does not constitute Juggle's Confidential Information.

**8.4 Delivery of Juggle's Confidential Information.** Immediately upon a request of Juggle at any time, Vendor shall turn over to Juggle all documents or media containing any of Juggle's Confidential Information and any and all copies or extracts thereof, or alternatively, if Juggle requests, certify in writing that all copies of Juggle's Confidential Information have been destroyed.

**8.5 No Required Disclosures.** Vendor acknowledges and agrees that nothing herein requires the disclosure of any of Juggle's Confidential Information, which shall be disclosed, if at all, solely at the option of Juggle.

**8.6 No License or Warranties.** Neither the execution and delivery of this Agreement, nor the furnishing of any of Juggle's Confidential Information shall be construed as granting to Vendor, either expressly, by implication, estoppel or otherwise, any license under any invention, patent, trademark, or copyright now or hereafter owned or controlled by Juggle. All information and/or data that may be disclosed by Juggle is disclosed without any representations, warranties, assurances, guarantees or inducements, express or implied, including, without limitation, any representations, warranties, assurances, guarantees or inducements, express or implied, with respect to the (a) infringement or non-infringement of any patent or other proprietary right owned or controlled by any third party, and/or (b) content or accuracy of such information and/or data.

**8.7 Compelled Disclosure.** If Vendor becomes legally compelled to disclose any of Juggle's Confidential Information, Vendor will provide Juggle with prompt written notice so that Juggle may seek a protective order or other appropriate remedy or waive compliance with the provisions of this

Agreement. If Juggle does not obtain such a protective order or other remedy, or if it does not waive compliance with the provisions of this Agreement, the Vendor will furnish only that portion of such Confidential Information legally required to be furnished.

9. **Representations and Warranties.**

9.1 **Reasonable Care.** Vendor represents and warrants to Juggle that all services performed pursuant to this Agreement shall be performed with at least reasonable care.

9.2 **Qualified Personnel.** Vendor represents and warrants to Juggle that all Consultants are, and at all times shall be, qualified professional personnel, consistent with the standards prevailing in the industry. In addition, Vendor agrees that, prior to the delivery of any resume as required by Section 1.1 above, it will test or interview each Consultant as necessary to ascertain the skill levels of such Consultant and his or her suitability for the engagement for which such Consultant is being considered.

9.3 **Deliverables.** Vendor represents and warrants to Juggle that (a) all work product of each Consultant shall be original, (b) Juggle shall have quiet and peaceful enjoyment of all Deliverables, (c) no Consultant shall utilize any materials or information that are proprietary to any third party in the course of performing any services for Juggle, unless Juggle has first secured an appropriate license therefor, (d) before a Consultant's information is delivered to Vendor as provided in Section 1.1 above Vendor will have entered into an appropriate agreement with such Consultant which contains provisions which allow Vendor to meet its obligations hereunder including, without limitation, Vendor's obligations regarding (i) Juggle's ownership of all Deliverables as provided in Section 7 above, and (ii) non-disclosure and non-use of Juggle's Confidential Information as provided in Section 8.2 above.

9.4 **No Liens.** Vendor represents and warrants that all Deliverables are, and shall be, free and clear of all liens, encumbrances and security interests.

9.5 **Authority.** Vendor represents and warrants to Juggle that it has the right to enter into this Agreement and perform its obligations hereunder, in each instance without the consent of any third party.

9.6 **Continuous Representations and Warranties.** All representations and warranties made by Vendor in this Agreement shall be deemed first made on the date hereof (and as an inducement to Juggle's execution and delivery of this Agreement), shall run continuously thereafter, and shall survive the termination of this Agreement.

10. **Indemnification.**

10.1 **Scope of Obligation.** Vendor shall, at its sole cost and expense, indemnify, defend, and hold harmless Juggle and its direct and indirect shareholders, subsidiaries and affiliates and their respective directors, officers, employees, agents, contractors and insurers (individually, a "Juggle Indemnified Party" and collectively, the "Juggle Indemnified Parties"), and each and all of them, from and against any claims, liabilities, suits and/or proceedings (each a "Claim") made or brought by any third party against any Juggle Indemnified Party, including, without limitation, reasonable attorney's fees, costs, judgments, awards, settlement amounts and expenses with respect thereto, to the extent that such Claim is based on a claim, suit and/or proceeding arising, directly or indirectly, from, or as a result of, any one or more of the following:

**10.1.1** Vendor's breach of any term, provision, representation or warranty contained in this Agreement.

**10.1.2** The negligence of Vendor including, without limitation, the negligence of any Consultant.

**10.1.3** Any claim of any type by any employee of Vendor (including, without limitation, any Consultant) or any entity or individual who may perform any services for Vendor in furtherance of this Agreement.

**10.1.4** Any claim against any of the Indemnified Parties by any third party on account of any act or omission of Vendor (including any Consultant).

**10.1.5** Any claim that (a) services provided by Vendor (including any Consultant), (b) any Deliverable, (c) Juggle's use of any Deliverable, and/or (d) Juggle's implementation of any recommendation of Vendor (including any Consultant), violates or infringes a trade secret, trademark, copyright, patent, nondisclosure or other intellectual property right.

**10.1.6** Any claim relating to any injury or death of a person, or for damage to any property, arising out of, in connection with, or incidental to the services provided by Vendor (including any Consultant) caused in whole, or in part, by the negligence or willful misconduct of Vendor (or any Consultant) or (b) any violation by Vendor, its employees, agents, Consultants or other representatives, of any laws, regulations, or ordinances relating to performance hereunder.

Each Indemnified Party who or which is not a party to this Agreement shall be deemed to be a third party beneficiary of this Agreement.

**10.2 Manner of Exercise.** If any Indemnified Party desires to be indemnified pursuant to Section 10.1 above, it shall give notice of the Claim to Vendor. Notwithstanding anything contained herein to the contrary, any Indemnified Party may, at its option, assume the defense of a Claim, in which event Vendor will cooperate fully in such defense and may participate in such defense with counsel of its own choice, provided that Vendor will be responsible for all expenses relating to such separate counsel. If Vendor assumes the defense of a Claim in respect of one or more Indemnified Parties, Vendor shall pay the attorneys' fees, costs and expenses associated with such defense and hold harmless each such Indemnified Party from and against any judgment paid on account of such Claim or monetary settlement Vendor has made (with each such Indemnified Party's approval, not to be unreasonably withheld) or approved. Each Indemnified Party may, if necessary or desirable, join Vendor party as a party in any litigation in respect of a Claim for which indemnity is requested.

## **11. Vendor's Employees and Withholding.**

**11.1** Subject to Section 14.4 below, Vendor agrees that all Consultants shall be Vendor's own employees, and all of such Consultants shall remain Vendor's employees and be solely under the supervision and control of Vendor. No employee or agent of Vendor, or any other individual who may perform any services for Vendor in furtherance of this Agreement, shall be, or shall be deemed to be, an employee, agent or servant of, or contractor with, Juggle, and no benefits provided by Juggle to any of its employees are available to, or shall be provided to, any such individual including, without limitation, any of Vendor's employees and agents.

**11.2** Vendor agrees duly and timely to (a) withhold from the compensation which it pays each of its employees all amounts which Vendor is required by law to withhold for federal, state and local

income tax purposes, and (b) deposit and pay all amounts so withheld and also all other amounts which Vendor is legally required to pay on account of such compensation under all applicable Federal, state and local laws including, without limitation, under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act and the applicable state unemployment laws.

**12. Intentionally left blank.**

**13. Equitable Relief.** Recognizing that damages may not be an adequate remedy to Juggle in the event of a breach of this Agreement by Vendor and that such a breach would result in irreparable harm to Juggle, Juggle shall have the right to, as applicable, (a) specifically enforce this Agreement, and (b) restrain and enjoin breaches and threatened breaches of this Agreement by Vendor, in each instance without the necessity of Juggle posting any bond in connection therewith (which is hereby irrevocably waived by Vendor).

**14. Miscellaneous.**

**14.1 Notices.** Except as otherwise provided in this Agreement, all notices required or contemplated by this Agreement shall be in writing to the address set forth below.

In the case of Juggle:

Juggle Group, LLC  
2900 Frank Scott Parkway W.  
Suite 986  
Belleville, Illinois 62223

Attention: Trip Goodloe

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

In the case of Vendor:

Aaron Lademann  
2267 Hill House Road  
Chesterfield, Missouri 63017

Attention: Aaron Lademann

Phone: (573) 356-0456

Email: trueson82@gmail.com

Except as otherwise provided herein, any notice to be given or served hereunder, by either party shall be deemed given when delivered personally or three (3) days after being mailed certified mail, postage prepaid, to Juggle or Vendor in accordance with this Section 14.1.

**14.2 Entire Agreement.** This Agreement contains all of the understandings and agreements of the parties hereto in respect of the subject matter hereof (i.e., the engagement of Vendor to provide the services of its Consultants to Juggle on an as needed basis) as of the Effective Date, and any and all prior understanding and agreements, expressed or implied, between the parties hereto in respect of the subject matter hereof are superseded hereby.

**14.3 Severability.** In the event any one or more of the provisions contained in this Agreement or any application thereof finally shall be declared by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement or any application thereof shall not in any way be affected or impaired, except that, in such an event, this Agreement shall be amended in such respects as are necessary to provide the party adversely affected by such declaration with the benefit of its expectation, such expectation being evidenced by the provision(s) affected by such declaration, to the maximum extent legally permitted. The parties hereto shall negotiate the terms of such amendment in good faith but, in the event they do not reach an agreement in that regard for any reason, the court in which the aforesaid declaration is made shall have the right to effectuate such amendment or, if that is not possible, provide the party adversely affected by such declaration with another appropriate remedy.

**14.4 Assignment.** Neither party may assign all or any portion of its rights or obligations under this Agreement to any third party without the prior written consent of the other party to this Agreement. Notwithstanding the foregoing, Juggle may assign all or any portion of its rights and obligations under this Agreement to any affiliate of Juggle and/or to any successor by way of merger or consolidation or in connection with the sale or transfer of all or substantially all of its business and assets relating to this Agreement without the consent of the other party to this Agreement, provided that (a) Juggle gives prompt written notice of such assignment to the other party and (b) without the written consent of the non-assigning party, no such assignment shall release Juggle from any of its obligations under this Agreement.

**14.5 Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with the internal laws of the State of Missouri, excluding its choice of law provisions and Vendor hereby consents to the jurisdiction and venue of the courts in St. Louis County, Missouri.

**14.6 Modifications and Amendments.** This Agreement (including any exhibit to this Agreement) may not be modified or amended except by an instrument in writing signed by the parties hereto. Accordingly, no course of conduct shall constitute an amendment or modification of this Agreement (including any exhibit to this Agreement).

**14.7 Section Headings.** Headings of articles and sections in this Agreement are for the convenience of the parties only. Accordingly, they shall not constitute a part of this Agreement when interpreting or enforcing this Agreement.

**14.8 Breach and Waiver.** No waiver of any breach of this Agreement shall (a) be effective unless it is in a writing which is executed by the party charged with the waiver, or (b) constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers shall be strictly construed. No delay in enforcing any right or remedy as a result of a breach of this Agreement shall constitute a waiver thereof.

**14.9 Survival of Terms.** Notwithstanding anything contained herein to the contrary, all of Vendor's and Juggle's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination or earlier expiration of this Agreement for any reason.

**14.10 Binding Agreement.** Subject to the provisions of Section 14.4 above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. Each of the signatories below represents that he/she is authorized to enter into this Agreement on behalf of his/her party, and, by placing his/her signature on this Agreement, agrees to bind his/her party to the terms of this Agreement.

**14.11 Defined Terms and Use of Terms.** All defined terms used in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular and/or plural, in each instance as the context and/or particular facts may require. Use of the terms "hereunder", "herein", "hereby", and similar terms refer to this Agreement.

**14.12 Recitals.** The recitals to this Agreement are hereby incorporated herein as an integral part hereof.

**14.13 Cumulative Remedies.** No right or remedy conferred by this Agreement is exclusive of any other right or remedy conferred herein or by law or in equity; rather, all of such rights and remedies are cumulative of every other such right or remedy and may be exercised concurrently or separately from time-to-time.



**14.14 Publicity.** Vendor agrees to obtain prior written approval from an officer of Juggle before using Juggle's and/or any of its affiliates' or subsidiaries' names or trademarks orally or in writing in press releases, advertising, media articles and/or interviews, including customer lists or for any other promotional purposes.

**15. Relationship of Parties.**

**15.1** Vendor acknowledges and agrees that it has been engaged as an independent contractor and not as an employee, joint venture or partner. Thus, Vendor shall have sole control over the method, manner and means by which all services are performed.

**15.2** Vendor operates as an independent business and agrees to comply with all applicable federal, state and local laws that may be required for carrying on its business and the services to be performed under this Agreement.

**15.3** Vendor shall, at its own expense and discretion, engage any necessary assistants, clerical help, agents and other workers that Vendor, in its sole discretion, deems necessary. Vendor shall hold itself out to the public as an independent contractor when hiring any necessary assistance. Vendor does not have, nor shall it hold itself out as having, any right or authority to engage any worker on behalf of Juggle. Vendor shall be solely responsible for the direction and control of its workers and/or agents.

**15.4** Vendor agrees that it will not represent to anyone that the relationship between Juggle and Vendor (or any Consultant) is an employment relationship nor will Vendor make any false or misleading statement concerning the business relationship between the parties. Vendor, as an independent business, is assumed by Juggle to work for others and hold itself out to the public, under its own business name or identity, in a manner consistent with all provisions of this Agreement and as an independent contractor performing services for Juggle.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Juggle, LLC

Vendor

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Aaron Lademann

Title: Vendor

Date: September 10, 2008

**Exhibit A**  
**Project Schedule**

**Vendor's Name:** Aaron Lademann

**Consultant's Name:** Aaron Lademann

**Engagement Start Date:** TBD

**Engagement End Date:** TBD

**Location:** Juggle, LLC's offices  
#2900 Frank Scott Parkway, West  
Suite 986  
Belleville, Illinois 62223

**Nature of work to be performed:** Vendor will be performing graphic design work for Juggle.

**Rate:** Rate will be agreed upon by Vendor and Juggle on a per project basis.

IN WITNESS WHEREOF, the parties have executed this Project Schedule as of this \_\_\_\_ date of \_\_\_\_\_, 200\_\_\_\_.

Juggle, LLC

Vendor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Aaron Lademann

Title: Vendor

Date: September 10, 2008