

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") dated June 15th, 2025 (the "Effective Date") is made between Tyler Long (the "Company"), and Brandon Wrenn (the "Freelancer"), with a Company office in Minnesota, for the purpose of setting forth the exclusive terms and conditions by which Company desires to acquire Freelancer's services.

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, with the authority to enter into this contract on behalf of themselves, the Company or the organization.

1. Services. Company retains Freelancer, and Freelancer agrees to perform for Company, certain services set forth in Exhibit A to this Agreement (the "Services").

2. Consideration / Compensation:

(a) In exchange for the full, prompt, and satisfactory performance of all Services to be rendered to Company, Company shall provide Freelancer, as full and complete compensation the sum of \$0 to be paid in accordance with 2.c. If the sum changes for any reason during development, the remaining balance will be split between the remaining charges as stated in 2.c.

(b) Except as otherwise required by law, Company shall not withhold any sums or payments made to Freelancer for social security or other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely Freelancer's responsibility. Freelancer and Company further understands and agrees that the Services are not covered under the unemployment compensation laws and are not intended to be covered by workers' compensation laws.

(c) The sum of \$0 shall be paid in three parts to Freelancer:

(i) An initial 50% down payment of the total sum to cover, but not limited to, expenses relating to hosting services, layout design, research, and time spent developing and preparing the initial framework, structure, and resources needed to build and maintain Company's product.

(ii) 25% of the total sum upon an agreed date denoting an approximate halfway point through development.

(iii) The remaining sum is due upon completion and prior to any assets, changes, or other deviations from the original product provided by Company, if applicable, turned over to Company.

3. Nondisclosure:

(a) Freelancer and Company understands that, in connection with their engagement with each other, they may receive, produce, or otherwise be exposed to trade secrets, business, proprietary and/or technical information, including, without limitation, information concerning customer lists, customer support strategies, employees, research and development, financial information (including sales, costs, profits, and pricing methods), manufacturing, marketing, proprietary software, hardware, firmware, and related documentation, inventions (whether patentable or not), know-how, show-how, and other information considered to be confidential by Freelancer or Company, and all derivatives, improvements and enhancements to any of the above (including those derivatives, improvements and enhancements that were created or developed by Freelancer under this Agreement), in addition to all information Company receives from others under an obligation of confidentiality (individually and collectively "Confidential Information").

(b) Freelancer and Company acknowledges that the Confidential Information is the sole, exclusive and extremely valuable property of the respective providers. Accordingly, Freelancer agrees to segregate all Confidential Information from information of other companies and both Freelancer and Company agrees not to reproduce any Confidential Information without each other's prior written consent, not to use the Confidential Information except in the performance of this Agreement, and not to divulge all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement, except to Freelancer employees and Company Employees who need to know such Confidential Information in order to perform the Services. Freelancer and Company shall require such Employees to execute a non-disclosure agreement satisfactory to the other party before such Employee is exposed to any Confidential Information. Upon termination or expiration of this Agreement for any reason, Freelancer and Company agrees to cease using and to return to their respective party all whole and partial copies and derivatives of the Confidential Information, whether in Freelancer or Company's possession or under Freelancer or Company's direct or indirect control, including any computer access nodes and/or codes, and to arrange for the return of such materials by all Employees except those Confidential Information agreed upon between parties.

(c) Freelancer and Company shall not disclose or otherwise make available to each other, in any manner, any confidential and proprietary information received from third parties. Freelancer and Company warrants that its performance of all the terms of this

Agreement does not and will not breach any agreement entered into by Freelancer or Company with any other party.

4. Indemnification / Release:

(a) Freelancer and Company agree to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Agreement, and shall indemnify, defend and hold harmless each other, its officers, directors, shareholders, employees, representatives and/or agents from any claim, liability, loss, cost, damage, judgment, settlement or expense (including attorney's fees) resulting from or arising in any way out of injury (including death) to any person or damage to property arising in any way out of any act, error, omission or negligence on the part of Freelancer, Company, or any Employee in the performance or failure to fulfill any Services or obligations under this Agreement with the exception of Confidential Information.

(b) Company acknowledges that all work provided by Freelancer may not be perfect, and any losses, damages, or other incidentals resulting from this work cannot be held against the Freelancer or their Employees by Company or their third party.

5. Termination:

This Agreement shall be effective on the date hereof and shall continue until terminated by either party upon 14 business days notice. Termination does not result in any refunds to either party.

6. Independent Contractor:

(a) Company and Freelancer expressly agree and understand that Freelancer is an independent contractor and nothing in this Agreement shall be construed in any way or manner, to create between them a relationship of employer and employee, principal and agent, partners or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Accordingly, Freelancer acknowledges that Freelancer and Freelancer's Employees are not eligible for any Company benefits, including, but not limited to, health insurance, retirement plans or stock option plans. Freelancer is not the agent of Company and is not authorized and shall not have the power or authority to bind Company or incur any liability or obligation, or act on behalf of Company or vice-versa. At no time shall Freelancer represent that it is an agent of the Company, or that any of the views, advice, statements and/or information that may be provided while performing the Services are those of the Company or vice-versa.

(b) Freelancer is solely responsible for directing and controlling the performance of the Services, including the time, place and manner in which the Services are performed. Freelancer shall use its best efforts, energy and skill in its own name and in such manner as it sees fit.

7. General:

(a) This Agreement does not create an obligation on Company to continue to retain Freelancer beyond this Agreement's termination. This Agreement may not be changed unless mutually agreed upon by both parties.

(b) Freelancer and Company hereby agree that any breach of Section 3 by Freelancer or Company will cause irreparable harm and that in the event of such breach or threatened breach, the affected party shall have, in addition to any and all remedies of law and those remedies stated in this Agreement, the right to an injunction, specific performance or other equitable relief to prevent the violation of Freelancer or Company obligations hereunder.

(c) Freelancer and Company hereby agrees that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein.

(d) This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein. The language of all parts of this Agreement will in all cases be construed as a whole in accordance with its fair meaning and not for or against either party.

(e) All notices provided for in this Agreement shall be given in writing or signed email and shall be effective when either served by hand delivery, electronic facsimile transmission, express overnight courier service, or by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses as set forth at the beginning of this Agreement, or to such other address or addresses as either party may later specify by notice to the other.

(f) Should any part of this contract be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions

8. Company Obligations, Notice of Expectations, and Acknowledgements

(a) Company will give Freelancer the assets and information that they need to complete the project. Company will do this when asked and provide it in the formats asked for.

(b) Company will review Freelancer's work, provide feedback and approval in a timely manner.

(c) Company will be bound by dates set with Freelancer.

(d) Unless agreed separately, Freelancer is not responsible for inputting text or images into Company's content management system or creating every page on Company's website.

(e) Should Company supply graphic files, they must be in an editable, vector digital format. Should Company supply photographs, they must be in a high resolution digital format.

(f) Should Company not supply a backend and request one, Company acknowledges the Freelancer may build one using, but not limited to, the frameworks, developer tools, language, and elsewhere that they deem works best for the Company unless otherwise agreed upon.

(g) Company agrees that Freelancer is not a website hosting company which includes, but not limited to: email hosting, website hosting, API hosting, and more.

(h) Unless agreed to, services provided by Freelancer are not directly aimed for increasing search engine optimization and rankings

(i) Company will try, in the interest of the Freelancer, to notify the Freelancer of any content changes made with relation to the services provided by the Freelancer. Any large deviations, as determined by the Freelancer, may result in a sum increase.

(j) Freelancer creates designs that adapt to the capabilities of many devices and screen sizes. They are created iteratively using HTML and CSS, and it would be a poor use of their time to mock up every template as a static visual and so they may use unique visuals to indicate a creative direction (color, texture and typography).

9. Freelancer Obligations, Notice of Expectations, and Acknowledgements

- (a)** Freelancer has the experience and ability to do everything discussed with Company and will do it all in a professional and timely manner.
- (b)** Freelancer will do their best to meet every deadline that's set.
- (c)** Freelancer delivers pages developed from HTML markup, CSS stylesheets for styling and JavaScript for behavior. Any backend development required by this contract will be written to the specifics of the Company unless otherwise agreed upon separately.
- (d)** Freelancer will test their work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), and Mozilla Firefox. They will not test in other older browsers unless agreed upon separately.
- (e)** Mobile browser testing will be done in IOS (Safari and Chrome) and Android (Chrome) only unless otherwise agreed upon separately.
- (f)** Freelancer will provide timely updates and communication to the Company.
- (g)** Freelancer will carry out and conform to industry standards and practices.

10. Intellectual Rights

- (a)** "Intellectual property rights" means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.
- (b)** Freelancer and Company guarantee that all elements of text, images or other artwork provided are either owned by them, or that they have permission to use them. When providing text, images or other artwork to either party, they agree to protect said party from any claim by a third party that they are using their intellectual property.
- (c)** Intellectual property rights will be transferred to Company upon the maturity of this contract and the sum payment in full under the terms as follows:
 - (i)** Company will own the website plus the visual elements that are created for it. Source files and finished files should be kept somewhere safe as Freelancer is not

required to keep a copy. Hiring party will own all intellectual property rights of text, images, site specification and data they provided, unless someone else owns them.

(ii) Freelancer will own any intellectual property rights developed prior to, or developed separately from this project and not paid for by Company. Freelancer will own the unique combination of these elements that constitutes a complete design and license its use to Company, exclusively and in perpetuity for this project only, unless we agree otherwise.

(iii) Freelancer reserves the right to display all aspects of the creative work, including sketches, work-in-progress designs and the completed project on their portfolio and in articles on websites, in magazine articles and in books with the exception of works showing or directly in contact with Confidential Information.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement.

FREELANCER:

COMPANY

Brandon Wrenn

Signature

By:

Tyler Long

Name: Tyler Long

Title: Owner/Operator

Signing electronically with your printed name holds the same legal binding as does a signature. By signing digitally you agree to the terms specified above.

EXHIBIT A

INDEPENDENT CONSULTANT AGREEMENT SCOPE OF SERVICES

Company hereby retains Freelancer, and Freelancer hereby agrees to perform for Company, certain services, including:

- The creation of a full stack web application involving:

- A calendar API
- Dynamic user interactivity
- Party and night themed elements
- Multi-page layering and creation