

FREELANCE AGREEMENT

This Independent Contractor Freelancer Agreement is entered into by and between **Brett Thoreson**, ("Contractor"), and **Ekcetera Productions, LLC** ("Agency").

1. All assignments and compensation in connection with Contractor's services for Agency must be authorized by verbal or written communication.

2. Contractor represents and warrants that any material submitted to Agency is original and created by Contractor and does not infringe upon the copyright or any other right of any third party, including, without limitation, rights of privacy or publicity, and that Contractor has not previously granted any rights to such material to any third party. Contractor hereby grants to Agency entire right to own, use, and reproduce any material in any medium and in any manner whatsoever, as Agency in its sole discretion shall determine.

3. All artwork, presentations, drawings, sketches, writings, photography, ideas, concepts, designs, text, plans, and other copyrightable material developed, or procured in connection with Contractor services for Agency, its clients, or its prospective clients, including, without limitation, all materials incorporated therein and all preliminary or other copies thereof, whether such materials were conceived or created by Contractor individually or jointly, on or off the premises of Agency or during or after working time, shall be "works made for hire," with all rights therein, including, without limitation, the exclusive copyright, being the property of Agency or its clients. In the event that any such material is considered not to be a "work made for hire," Contractor hereby assigns to Agency all right, title, and interest in such work.

4. a. During the period in which Contractor does work at the request of Agency, Contractor will not, without the express written approval of Agency, directly or indirectly for Contractor's own account or for the account of others, (i) solicit or service the business of any of Agency's clients or prospective clients or of any of Agency's former clients for whom Contractor has previously provided services at the request of Agency or (ii) employ or solicit for employment any person who is an employee of Agency or any person who was an employee of Agency at any time during the twelve months prior to Contractor employing or soliciting such person.

b. In addition, during the eighteen month period following the last work done by Contractor at the request of Agency, Contractor will not, without the express written approval of Agency, directly or indirectly for Contractor's own account or for the account of others, (i) solicit or service the business of any of Agency's clients or any person or firm that was a client or prospective client of Agency at any time during the twelve months preceding Contractor's last assignment from Agency or (ii) employ or solicit for employment any person who was an employee of Agency at any time during the twelve months preceding Contractor's last assignment from Agency.

c. In addition to all other remedies available to Agency, if Contractor solicits or performs services for any of Agency's clients, prospective clients, or former clients in violation of this agreement, Contractor will pay Agency, for the first eighteen months that Contractor (or any person or firm with which Contractor is affiliated) receive any compensation from any such client's account, an amount equal to twenty percent of the gross fees and other compensation

received by Contractor and any person or firm with which Contractor is affiliated in connection with such client.

5. All information imparted to Contractor and any materials or data provided which pertain in any manner to Agency, its clients, former clients, or prospective clients (including, without limitation, the identity of any prospective clients) and which are not the subject of general public knowledge, including, without limitation, proprietary processes, technical information and know-how, intellectual properties, management policies, economic policies, marketing plans, financial and other data (including, without limitation, Agency charges or proposed charges), customer lists, computer software, and the like, shall be deemed Confidential Information. Confidential Information also shall be deemed to include all advertising plans, projects, programs, and related matters on which Agency is working, except for items released to the public in accordance with schedules approved by Agency in writing. Should Contractor acquire any such Confidential Information or any knowledge of such Confidential Information, Contractor shall not during or after Contractor services for Agency, disclose or use any such Confidential Information without first obtaining Agency's written authorization.

6. Contractor shall not remove from Agency's offices any of Agency's, its clients, former clients, or prospective clients' records, documents, files, correspondence, reports, memoranda, or other materials or property of any kind except as necessary to the performance of Contractor responsibilities. In the event of any such removal, Contractor shall return all such materials to their appropriate place as soon as possible following their removal. Contractor shall not make, retain, or distribute any copies of any such materials for any reason except as authorized and necessary for the performance of Contractor responsibilities. Contractor not divulge to any third person the nature or contents of any such materials or of any information to which Contractor may have access or with which for any reason may become familiar, except as such disclosure shall be necessary in the performance of Contractor's responsibilities.

7. Contractor status hereunder is that of an independent contractor. Contractor understands that he shall NOT be: (i) entitled to participate in any of Agency's benefit plans; (ii) covered by Agency's health insurance or worker's compensation policies; or (iii) entitled to any unemployment benefits in the event Contractor services are terminated. Contractor agrees that Contractor is responsible for any and all taxes, including, without limitation, income taxes and self-employment taxes on any money received from the Agency, and Contractor agrees to comply with all governmental regulations applicable to the performance of Contractor obligations hereunder.

8. Contractor hereby agrees to indemnify Agency and hold Agency harmless from and against any claims and damages (including, without limitation, reasonable attorneys' fees) resulting from a claimed breach by Contractor of any of the provisions hereunder.

9. Contractor agrees that the restrictions set forth in this agreement are essential to Agency's business and any violation of the restrictions set forth in this agreement may irreparably damage Agency. Consequently, Contractor agrees that, in addition to all of the other rights and remedies Agency shall have, Agency shall have the right to obtain an injunction from any court of

competent jurisdiction, without posting a bond, enjoining the breach of any of the restrictions set forth in this agreement.

10. The failure of Agency to enforce any term or condition of this agreement shall not be deemed a waiver of any terms or conditions of this agreement. This agreement shall be governed by the laws of the State of Minnesota applicable to contracts negotiated and fully performed in the State of Minnesota.

Signature

Brett Thoreson

Address

Telephone Number

Social Security Number

Date

AGREED:

Ekcetera Productions, LLC

By: Kelly Garrett

Authorized Officer