

INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”)

between

**d.b.a. DougDoug (“DougDoug”) and Jackson Harrington, p.k.a. Skootish (“Contractor”),
individually a “Party” and collectively the “Parties,”**

entered into effect on

September 21, 2024

For good and valuable consideration, the existence of which is confirmed by the Parties, the Parties hereby agree as follows:

1. Scope of Work.

a. **Onboarding.** As part of the onboarding process, Contractor shall join DougDoug’s internal company Discord server using Contractor’s Discord account and remain in the server for the duration of the Term.

b. **Services.** Contractor shall render the following services and perform the following tasks:

- *None*

Such tasks shall be performed in a timely, professional, and complete manner to the highest professional standards and in accordance with prevailing industry custom.

2. Compensation.

a. For as long as this Agreement is in effect, DougDoug shall pay Contractor five United States dollars (US\$5.00) per calendar day (the “Fee”).

b. Contractor shall submit a monthly invoice for the Fee. DougDoug shall remit payment for the invoice within thirty (30) days via electronic funds transfer.

3. Term and Termination.

a. **Term.** This Agreement commences on the Effective Date and will continue for ninety-nine (99) years (the “Term”), unless earlier terminated in accordance with this Agreement.

b. **Termination for Cause.** DougDoug may terminate this Agreement immediately upon written notice for any of the following causes:

- Taylor Alison Swift (DoB December 13, 1989) becomes party to an enforceable marital agreement.
- An earthquake measuring 5.0 or greater on the Richter magnitude scale occurs with its epicenter within the boundaries of the *Los Angeles–Long Beach, CA Combined Statistical Area* as defined by the United States Census Bureau in its publication “[Metropolitan and Micropolitan Statistical Areas Population Totals: 2020-2023.](#)”
- Valve Corporation or its authorized representative publishes a press release for a game titled *Half-Life 3*.
- *Hollow Knight: Silksong* by Team Cherry enters a state of accessibility such that a member of the general public may download and run the software on a personal computer or video gaming device.
- The professional American football team “Dallas Cowboys” is declared by the National Football League as winner of any of its Super Bowl™ championship games.
- Charles Philip Arthur George (DoB November 14, 1948), commonly known as King Charles III, is declared as having suffered legal death as determined by a medical professional licensed by a governing body of competent jurisdiction or a court of competent jurisdiction.
- NVIDIA Corporation Common Stock (NASDAQ: NVDA) has a market price at any point equaling or exceeding two hundred United States dollars (US\$200.00) per one (1) share, or a pro rata amount in the case of a stock split or reverse stock split.
- On or after the Effective Date of this Agreement, at least one (1) organism of the *Homo sapiens* species makes physical contact with The Moon (Earth I), either directly or by proxy using an object connected with the organism’s body.
- Christopher Edwin Breaux (DoB October 28, 1987), professionally known as Frank Ocean, publishes a new full-length album. For the avoidance of doubt, singles and extended plays do not qualify as full-length albums.
- Nintendo Co., Ltd. or its authorized representative publishes a promotional trailer for the film based on the game franchise *The Legend of Zelda* as originally announced on November 8, 2023 in its press release “[Development of a Live-Action Film of The Legend of Zelda to Start.](#)”
- Costco Wholesale Corporation’s Kirkland Signature “¼ pound plus all-beef hot dog and 20 oz. soda (with refill)” menu item is listed for sale by and at any Costco Wholesale food court location within the United States at a price

greater than one United States dollar and fifty cents (>US\$1.50).

- Contractor receives a notice of military conscription from the United States federal government.
- At any point, the YouTube channel [@DougDoug](#) reaches a subscriber count greater than or equal to three million (3,000,000).
- The producer, the network, or an authorized representative of the American animated sitcom *The Simpsons* publishes a press release announcing retirement, cancellation, or another form of discontinuation of future new episodes of the series.
- Cristiano Ronaldo dos Santos Aveiro (DoB February 5, 1985) (“Ronaldo”) or his authorized representative registers for an account under Ronaldo’s ownership on Twitch Interactive, Inc.’s live streaming platform Twitch and initiates a broadcast on the account’s associated channel, during which Ronaldo’s personal and physical likeness is used, live and in real time, during such broadcast.
- An authorized representative of the Quebec government proclaims an act of secession from Canada.
- Daniel Joseph Clancy (DoB January 11, 1964) ceases to hold the title of Chief Executive Officer at Twitch Interactive, Inc.
- Rockstar Games, Inc. publishes a press release announcing the postponement of the release of the game *Grand Theft Auto VI* to a date on or after January 1, 2026.
- *Borderlands* (2024), the film distributed by Lionsgate Films and based on the video game series by Gearbox Software, is presented with an Academy Award, commonly known as an Oscar, by the Academy of Motion Picture Arts and Sciences.
- Contractor succeeds a Coin Flip Event. A Coin Flip Event may be initiated by Contractor up to one (1) time per calendar week, the boundaries of which shall be determined by United States Pacific Time, while conducting a live broadcast on Contractor’s Twitch channel. A Coin Flip Event begins when Contractor vocalizes the phrase “WEE WOO WEE WOO COIN FLIP EVENT” into an audio receiving device connected to the broadcast and flips a United States penny, nickel, dime, or quarter with reasonable regard to preserving the randomness of the result. Contractor shall continue flipping the coin if the prior flip resulted in the coin landing with the “heads” side facing upwards. A Coin Flip Event is deemed successful if the coin lands with the “heads” side facing upwards ten (10) times consecutively. A Coin Flip Event is deemed unsuccessful for a certain calendar week if the coin lands with the “tails” side facing upwards at any point after the Coin Flip Event is initiated and prior to the successful completion of the Coin Flip Event.

- c. **Effect of Expiration or Termination.** Upon expiration or termination of this Agreement, Contractor shall immediately cooperate with DougDoug in prompt and orderly off-boarding. Upon termination of this Agreement, DougDoug will issue to Contractor a one-time severance payment of one hundred United States dollars (US\$100.00) within thirty (30) days of such termination.

4. **Restrictions.**

Except as explicitly permitted in Section 1 of this Agreement, the following restrictions apply:

- a. During the Term of this Agreement, Contractor may be exposed to information, plans, designs, specifications, documents, data, trademarks, inventions, and/or other intellectual property owned by DougDoug or its affiliates (collectively, the “Dog Materials”). Contractor is hereby prohibited from accessing, modifying, creating derivatives from, or otherwise using or interacting with, in any manner and at any time, the Dog Materials.
- b. DougDoug owns and shall continue to own all right, title, and interest in and to the Dog Materials. DougDoug does not grant to Contractor, and hereby expressly reserves to itself, all rights in and to the Dog Materials.
- c. During the Term of this Agreement, Contractor may gain knowledge of information, inventions, ideas, methods, techniques, and/or processes that derive independent economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure (collectively, the “Confidential Information”). Contractor is hereby prohibited from accessing, disclosing, or otherwise using or interacting with, in any manner and at any time, the Confidential Information.
- d. During the Term of this Agreement, Contractor may have the ability to access computers, equipment, servers, hardware, facilities, and/or other tangible property owned by DougDoug (collectively, the “Dog Property”). Contractor is hereby prohibited from accessing or otherwise using or interacting with, in any manner and at any time, the Dog Property.
- e. Contractor may not assign the Agreement or any right, interest, or restriction under the Agreement to any other party.

Contractor agrees that the restrictions contained in this Agreement are reasonable. Contractor represents and agrees that Contractor is entering into this Agreement freely and with knowledge of its contents, with the intent to be bound by the Agreement and the restrictions contained in it.

5. **Dispute Resolution.**

- a. **Indemnification by Contractor.** Contractor will indemnify, defend, and hold harmless DougDoug and its affiliated entities from and against any third-party claims, losses, suits, damages, liabilities, and expenses (including reasonable outside attorneys' fees) suffered or incurred by any of them arising out of or in connection with any willful or negligent acts or omissions on the part of Contractor. Contractor shall have no right to settle any of the foregoing indemnifiable actions without first receiving the prior written consent of DougDoug.
- b. **Injunctive Relief.** In the event it is ultimately determined by a court of competent jurisdiction that DougDoug has committed a material breach of the Agreement or other wrongful act, the damage, if any, caused to Contractor thereby would not be irreparable or otherwise inadequate to entitle Contractor to injunctive or other form of equitable relief.
- c. **Limitation of Liability.** Notwithstanding any actual damages, the entire liability of DougDoug, and Contractor's exclusive remedy for damages, shall be limited to the value of all Fees paid under Section 2 of this Agreement. In no event shall DougDoug be liable for any special, incidental, indirect, or consequential damages.
- d. **Governing Law.** This Agreement, and any and all disputes arising from or related to this Agreement, shall be governed by the laws of the United States of America and State of Washington. In the event that any dispute arises from or relates to this Agreement, the prevailing Party in such dispute shall be entitled to receive its reasonable attorneys' fees and costs associated with such dispute from the non-prevailing Party.

6. **Miscellaneous.**

- a. **Notices.** Any notice shall be given by personal delivery, email, express mail courier with written receipt confirming delivery, or certified mail with written receipt confirming delivery. The date on the proof of delivery of the giving of

such Communication shall be the date on which such personal delivery occurred. Communication by email shall also be effective upon receipt of response or acknowledgment from the other Party with respect to such email.

- b. **Severability.** If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable under applicable law, then such provision will be deemed reformed or omitted to the extent determined by such court. The remainder of this Agreement will remain valid and enforceable.
- c. **Waiver.** No waiver by DougDoug of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by DougDoug of any right under this Agreement shall be construed as a waiver of any other right.
- d. **Entire Agreement.** This Agreement contains the entire understanding of the Parties relating to the subject matter contained herein. There are no other representations, warranties, terms, conditions, undertakings, or collateral agreements, express, implied, or statutory, between the Parties.

In witness whereof, the Parties have entered into this Agreement as of the Effective Date of this Agreement.

Jackson Harrington
Contractor

Douglas Wreden
Owner, Chief Executive Officer
d.b.a. DougDoug

dougDoug@dougDoug.com