

## FREELANCER AGREEMENT

The undersigned freelancer ("Freelancer") is engaged in an independent business and hereby agrees to provide (whichever is applicable) articles, and/or other writings or works of authorship, photographs, illustrations, videos and or other materials (referred to herein as the "Work" or collectively "Works") to Chicago Tribune Company, LLC, its affiliates, subsidiary and parent companies, any entity under common ownership or control with Chicago Tribune Company, LLC, its related companies, their predecessors and successors to any interest, and their assignees ("Company") under the following terms and conditions (this "Agreement"):

### 1. GRANT OF RIGHTS.

(a) Company's publication(s) is/are a collective work(s) as defined under the copyright laws of the United States. Each Work Freelancer prepares at Company's request is a commissioned work, and as such, constitutes a work made for hire as defined under the copyright laws of the United States. Freelancer agrees that any Work Freelancer submits to Company shall be considered a work made for hire for Company, and that Company shall own all rights, title and interests, including the copyright therein. If for any reason the Work is not found to be a work for hire, Freelancer acknowledges that this written Agreement shall transfer and assign ownership of the copyright in the Work to Company, or if necessary, Freelancer agrees to execute any document to effectuate such transfer of ownership of the copyright in the Work to Company.

(b) Company hereby grants to Freelancer a non-exclusive license to any and all Works (specifically excluding photographs and videos), including the right to re-sell, but only 30 (thirty) days after first-time publication of the Work by Company. Company hereby grants to Freelancer a non-exclusive license (which includes the right to resell) to photographs and videos that have not been published, posted or distributed by Company, but only 60 (sixty) days after submission by Freelancer. For the avoidance of doubt, the licensing rights granted in this paragraph shall survive termination of this Agreement.

(c) Company shall have the right to use Freelancer's name, photograph, likeness and other biographical information in any format in any media to promote Company or other publications or services that publish or will publish any Works written and/or provided by Freelancer. In addition, Freelancer waives all moral rights with respect to any Works accepted by Company for publication.

### 2. INDEPENDENT CONTRACTOR.

(a) Freelancer agrees to perform Freelancer's services to Company under this Agreement as an independent contractor and not as an agent or employee of Company. Freelancer is responsible for any expenses in the completion and delivery of each Work.

(b) Freelancer agrees to file Freelancer's own Federal, State, and/or local tax returns and will be solely responsible for paying all such taxes. Freelancer will not be eligible for any employee benefits of any kind from Company, including without limitation, medical benefits, insurance and retirement benefits.

(c) This Agreement is nonexclusive. Freelancer may provide its services to other companies or engage in other business.

3. TERM. The term of this Agreement shall commence on December 1, 2021 and shall terminate on December 31, 2022.

4. WARRANTIES AND INDEMNIFICATION. Freelancer represents and warrants that: (a) Freelancer is the sole creator of any Work submitted to Company; (b) the Work submitted by Freelancer hereunder is original and has not previously been published, displayed or distributed elsewhere; (c) the reproduction, publication, republication, distribution, or use of the Work submitted by Freelancer hereunder will not infringe upon, misappropriate, or otherwise violate the proprietary rights of any third party, including intellectual property rights or rights of publicity/privacy; (d) Freelancer has not made any other commitment for the use or publication of the submitted Works; and (e) the submitted Works is accurate in all respects and does not defame any person or unlawfully invade their privacy. Freelancer agrees to indemnify and hold Company and its affiliates harmless from and against any and all liability and costs incurred as a result of any breach of the foregoing warranties or for Freelancer's nonpayment of any Federal, State or local tax. Freelancer will avoid any activity which would create a conflict of interest, the appearance of a conflict of interest, or in any other way puts or would tend to put Company in a negative light.

5. REMEDIES. In the event of any breach of this Agreement by Company, Freelancer shall be limited to Freelancer's remedy at law for damages, and Freelancer shall not have the right to enjoin the publication or distribution of any of Company's materials. In the event of any breach of this Agreement by Freelancer, Company will, in addition to any other remedy at law or equity, have the right to terminate this Agreement immediately.

6. LITIGATION/THIRD PARTY. As between Freelancer and Company, Company will have the initial right to negotiate, litigate, settle or license any and all of the rights, including copyrights, in any of the Works under this Agreement with respect to any third party. Company's exercise of such rights will be at its discretion and will be at its costs. All recoveries received by Company in pursuing such right will be the property of Company. The agreed upon fee shall include all sales tax, if any is applicable.

7. COMPENSATION. Freelancer will be paid a fee per assignment for each completed and delivered Work as agreed upon between Freelancer and Company. The agreed upon fee shall include all sales tax, if any is applicable. For the avoidance of doubt, the Company shall not be responsible for reimbursing Freelancer for any costs incurred by Freelancer associated with Freelancer's performance under this Agreement.

8. FURTHER INSTRUMENTS. Freelancer agrees to execute and deliver to Company any and all instruments in such form as Company may require to evidence, establish or protect Company's rights under this Agreement and in the Works.

9. CONFIDENTIALITY.

(a) Any and all materials and/or information disclosed to Freelancer shall be deemed "**Confidential Information**" under the terms of this Agreement. Such Confidential Information shall include, but shall not be limited to, strategy, work product, trade secrets, know-how, formulas, processes, applications, data, descriptions, specifications, designs, hardware and software configurations, drawings, ideas, software code, documentation, plans, business strategies, equipment, and any other confidential information disclosed by Company. Notwithstanding the foregoing, Confidential Information under the terms of this Agreement shall not be deemed to include, and Freelancer shall have no obligation to keep confidential, information which: (i) was rightfully known to Freelancer prior to commencement of this Agreement; (ii) is or becomes public knowledge through no fault of Freelancer; (iii) which Company expressly authorized Freelancer to disclose, or (iv) is required to be disclosed by Freelancer to a governmental agency or other third party under operation of law, regulation, or court order, provided that Freelancer promptly notifies Company in writing of any such disclosure obligation promptly upon its receipt, and in any event prior to making any disclosure pursuant thereto, and provides such assistance in seeking a protective order or other appropriate relief as Company may reasonably request.

(b) During the term of this Agreement and thereafter for a period of 3 years, except as Company may authorize in writing, Freelancer shall: (i) treat and cause to be treated as confidential all Confidential Information; (ii) use the same degree of care, but no less than a reasonable degree of care, to avoid publication and unauthorized use or dissemination of Confidential Information as Freelancer employs with respect to his or her own information of like importance which he or she does not wish to have published or disclosed; (iii) use Confidential Information only in connection with the performance of services under this Agreement; (iv) make copies of any tangible embodiment of Confidential Information only as necessary for the performance of services under this Agreement; and (v) return any and all tangible embodiments of Confidential Information to Company promptly following the request of Company, and in any event upon the termination of this Agreement.

(c) Freelancer acknowledges that the Confidential Information constitutes unique and valuable information to Company and that the breach of any of the provisions contained in this Section will result in irreparable harm and continuing damages to Company and Company's business, and that Company's remedy at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to such remedies as may be available to Company at law or in equity in the event of any such breach, Company shall be entitled to seek an injunction (both preliminary and permanent) from any court of competent jurisdiction, enjoining and restricting the breach or threatened breach of any such provision, including, but not limited to, an injunction restraining Freelancer from disclosing, in whole or in part, any Confidential Information. Freelancer shall pay all of Company's costs and expenses, including reasonable attorneys' and accountants' fees and expenses, incurred in enforcing any such provision.

10. MISCELLANEOUS. The parties agree that the laws of the State of Illinois govern this Agreement, without giving effect to that State's choice of law rules. Both Parties hereby consent to non-exclusive jurisdiction and venue in Chicago, Illinois, for purposes of a suit or action regarding this Agreement or the services performed by Freelancer. This Agreement constitutes the entire understanding and agreement between the parties with respect to Freelancer's freelance services and supersedes any and all prior or contemporaneous communications concerning this subject matter. This Agreement may not be amended except in writing signed by both parties. The terms of this Agreement are the result of negotiations in which each party had the opportunity to review and revise any term herein. Consequently, this Agreement shall not be construed for or against either party as a result of the manner in which it was drafted.

11. ARBITRATION. Freelancer and Company agree that any and all claims, disputes, or controversies between them shall be resolved through mediation and binding arbitration as set forth below, and such mediation and arbitration shall be the sole and exclusive remedy. Freelancer and Company voluntarily and intelligently waive and give up any right to a jury

trial, and agree to the arbitration of any and all such claims with full knowledge that they have irrevocably given up any such jury trial rights.

(a) Any party to this Agreement who wishes to make a claim against the other party must do so in writing within the applicable statute of limitation. Failure of the party to make a claim within this time period shall forever bar the party from making such claim. A claim by Freelancer must be delivered to the Editor of Company or a representative designated by the Editor. Claims shall state a description of the dispute or controversy in sufficient detail to advise the other party of the nature of the dispute, the names of all witnesses with knowledge of the dispute or controversy, and the relief requested.

(b) Upon the delivery of the claim, the matter shall be submitted to JAMS or its successor for mediation, and if the matter is not resolved through mediation, it shall be submitted to JAMS or its successor for final and binding arbitration. The mediation and arbitration shall be conducted in Chicago, Illinois, in accordance with the most appropriate JAMS mediation/arbitration rules in effect at the time of delivery of the claim. The rules are incorporated by reference. With respect to claims asserted by Freelancer that are based on a claimed employee/employer relationship, the Company will bear the costs of mediation and arbitration in accordance with applicable law, and the matter will proceed under the applicable employment dispute rules of the arbitrable forum. The parties will share the costs of mediation or arbitration equally for any other claims brought by Freelancer, and the matter will proceed under the applicable commercial or other rules of the arbitrable forum.

(c) Freelancer and Company will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals who are retired judges, and in scheduling the mediation proceedings. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(d) Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session, but in no event may such a demand for arbitration be made later than 90 days after the delivery of the claim. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. In the event of such an arbitration proceeding, the parties shall select a mutually acceptable neutral arbitrator from among the JAMS panel of arbitrators who are retired judges. In the event the parties cannot agree on an arbitrator, the Administrator of JAMS shall appoint an arbitrator who is a retired judge.

(e) In reaching a decision, the arbitrator shall have no authority to change, extend, modify or suspend any of the terms and conditions provided herein. The arbitrator shall render an award and a written, reasoned opinion in support thereof, stating all findings of fact and conclusions of law. Judgment on the award may be entered in any court of competent jurisdiction. Except as stated in this Agreement, the parties may seek, from a court of competent jurisdiction, provisional remedies or injunctive relief in support of their respective rights and remedies hereunder without waiving any right to arbitration. However, (1) the merits of any action that involves such provisional remedies or injunctive relief, and (2) the terms of any permanent injunction, shall be determined only by arbitration under this section in accordance with this Agreement.

12. LIABILITY LIMITATION. IN NO EVENT SHALL COMPANY BE LIABLE TO FREELANCER OR TO ANY OTHER PERSON FOR (A) ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST PROFITS, LOST REVENUES OR LOST SAVINGS, EVEN IF COMPANY HAS BEEN ADVISED, KNOWS, OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR (B) ANY DIRECT DAMAGES EXCEEDING THE TOTAL CUMULATIVE AMOUNT PAID BY COMPANY TO FREELANCER IN THE PRECEDING THREE (3) MONTHS BEFORE SUCH DAMAGES WERE INCURRED.

13. CONSENTS. Freelancer shall be solely responsible for obtaining the full names and correct spellings of any persons featured in the photographs or illustrations. Freelancer shall be further responsible for obtaining any written consent from persons appearing in the photographs or illustrations where such consents are required by Company, this Agreement, and/or any applicable laws.

14. ASSIGNMENT. Freelancer shall not assign or transfer its rights or obligations under this Agreement without the prior written approval of Company. Company may freely transfer or assign this Agreement or assign all or any part of its rights hereunder.

15. FURTHER INSTRUMENTS. Freelancer agrees to execute and deliver to Publisher any and all instruments in such form as Publisher may require to evidence, establish or protect Publisher's rights under this Agreement.

16. NO SUBCONTRACTORS. Under no circumstances will Freelancer subcontract to any third party to perform work in connection with the subject matter of this Agreement unless Freelancer obtains the prior written approval of Company.

17. ATTORNEY REVIEW. Freelancer acknowledges that this Agreement will have important legal consequences and imposes significant requirement on Freelancer. Accordingly, Freelancer acknowledges that Freelancer has considered retaining or has retained legal counsel to review this Agreement, and that Freelancer has been provided with adequate time to obtain such review.

18. DUPLICATES, COUNTERPARTS, AND FACSIMILES. This Agreement may be executed in duplicate originals or in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. A facsimile, a PDF copy of an original signature, or an original signature transmitted to the other party is effective as if the original was sent to the other party.

If this Agreement is acceptable, please execute in the space provided below.

By: \_\_\_\_\_  
Chicago Tribune Company, LLC

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

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

Print Name: Nichole Kroncke

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

Date: 3/22/22

Address:

301 E. main Street  
Shelbyville, IL 62565

Telephone: 217-774-5511

E-mail: statesattorney@shelbycounty-il.com