

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("*Agreement*") is made to be effective on the _____ day of _____, 2010, (the "*Effective Date*"), by and between **SPARTZ INC.**, an Indiana corporation with its principal place of business located at 1141 West 300 North, LaPorte, Indiana 46350 ("the Company") and Adorian Deck, an independent contractor with his principal place of business located at _____ . ("*Contractor*")

Recitals

WHEREAS, The Company has developed Internet-related business projects and has expressed an interest to the Contractor to perform certain services to further Internet-related project work in exchange for compensation.

WHEREAS, both Company and Contractor believe that a cooperative effort between the two parties will offer the best combination of capabilities to produce profitable results.

Agreement

NOW, THEREFORE, in consideration of the Recitals that shall be deemed to be a substantive part of this Agreement, the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Obligation of the Parties.

A. Responsibilities of Company.

(1) The Company agrees to pay the Contractor on a monthly basis a total of thirty percent (30%) of gross revenues from the participation of the **OMG Facts YouTube** channel in the **YouTube** partnership program. Expenses are to be shared proportionally between the Contractor and the Company.

(2) The Company agrees to promote the sale of **OMG Facts** t-shirts on the **OMG Facts** website, located at www.omg-facts.com. The Contractor will receive one hundred percent (100%) of revenues from the sale of this merchandise. The Company will have no responsibility for the sales of these shirts and will receive no compensation for this service.

(4) The Company will place on the **OMG Facts** website, located at www.omg-facts.com, an advertisement for the Contractor's **YouTube** channel, located at www.youtube.com/adoriandeck. The Company will receive no compensation for this service.

B. Responsibilities of Contractor. The Contractor shall render internet related services as requested by the Company from time to time. The Company acknowledges the Contractor will, during the term of this Agreement, be engaged in other similar business activities.

(1) It is expressly understood and accepted that this is not an employment agreement and as such the Contractor will have no claim to Company benefits or employee considerations, including but not limited to profit sharing, pension, shares or bonuses. Upon expiry of this contract it is understood that that the relationship between the parties has ended.

(2) Should the Contractor employ assistants to perform services, all provisions in this Agreement including but not limited to confidentiality, ownership of works and indemnification shall be binding upon all assistants of the Contractor. Contractor shall notify any assistant of this Agreement and deliver to the Company a signed acknowledgment from each assistant.

(3) Remuneration for assistants to the Contractor to perform the services under this agreement must be paid by the Contractor.

(4) The Company agrees that all directives or instructions to assistants will be communicated through the Contractor.

(5) The Contractor agrees to take full responsibility for declaration of income for tax purposes and for the payment thereof.

(6) The Contractor shall supply all equipment, tools or instruments needed to perform the services under this Agreement.

(7) Contractor agrees to indemnify and hold harmless Company and each of its directors, officers, agents, stockholders, representatives and affiliates from and against any and all losses, liabilities, damages, claims, expenses, cost or similar matters (including, without limitation, reasonable attorneys' fees) resulting from or arising out of any act or omission of Contractor and Contractor's employees or agents.

(8) The Contractor agrees not to engage in any behavior that would cause hardship to the Company, such as instances of sabotage. The Contractor agrees not to change any passwords for any Company-related projects without the consent of the Company. Should the Contractor breach this Agreement, the Contractor will, at the Company's edict, be required to rectify the breach, including but not limited to forfeiture of revenues and a requirement to reveal to the Company the current password of the **OMG Facts Twitter** account, located at www.twitter.com/omgfacts, and **OMG Facts YouTube** account, located at www.youtube.com/omgfactsofficial.

2. Confidentiality.

A. The Contractor consequently agrees that during the period of performing services and subsequent thereto, the Contractor will not disclose to others or make use of directly or indirectly, any confidential information of the Company or confidential information of a client of the Company or of others who have disclosed it to the Company under conditions of confidentiality, unless for a purpose authorized by the Company. If there is any doubt about whether any disclosure or use is for an authorized purpose, the Contractor is to obtain a ruling in writing from the Company and is to abide by it.

B. The Contractor shall take reasonable security precautions to keep confidential all information deemed confidential and shall not make unauthorized copies. Contractor further undertakes to notify the Company immediately upon discovery of any unauthorized use or disclosure of confidential material and shall assist the Company in regaining of such material and mitigating the loss to the Company there from.

3. Ownership of Work.

A. Any documents or records or creations including but not limited to written instructions, drawings, photographs, computer programs, notes or memoranda relating to the business of the Company, which are made by the Contractor or which come into the Contractor's possession while engaged by the Company to perform services, shall be deemed the property of the Company and shall be transferred to the Company on request and, in any event, on the date of termination of this agreement. The Contractor will not retain any copies thereof or any extracts there from.

B. It is understood that the Contractor assigns to the Company the title and interest in and to any copyright in any existing or future works or part thereof of whatsoever nature that the Contractor, individually or jointly with any other person(s) has made or created or will make or will create during the course and scope of this Agreement and the performing of services by the Contractor for the Company.

4. Notice of Termination.

A. This Agreement shall commence on the "Effective Date" defined above and shall terminate one year thereafter, provided, however, that the Company may extend this Agreement for ten additional periods of one year each upon notice to Contractor given at least thirty days prior to the expiration initial expiration date or extended term. However, either party may terminate this contract in writing in the following instances:

- (1) If either party is convicted of a criminal offense.
- (2) Failure by the Contractor to meet deadlines for performance of services or failing to meet the standards required by the Company in the performing of services.

- (3) Insolvency or bankruptcy of either party.
- (4) Change of ownership of the business of either party.

B. The Company shall have the right to discharge the Contractor for reasons including but not limited to conviction of a felony, fraud, disloyalty, moral turpitude or embezzlement.

C. The Company shall have the right to cancel this Agreement at any time in the event of a material violation of the terms of this Agreement, including the items set forth in Section 1(B)(8).

5. General.

A. This agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

B. No agreement varying, adding to, deleting from or canceling this Agreement and no waiver of any right under this Agreement shall be effective unless it is in writing, and agreed to and signed by both parties.

C. Written notice by either party to the other may be given: in person, and such notice shall be deemed valid on the date of delivery in person; or by registered mail or electronic mail, and such notice shall be deemed valid as of seven days of the proof of mailing date.

D. No waiver by a party of any of its rights in terms of this Agreement at any time shall prejudice or be a waiver of its rights (unless it is a written waiver) and it shall be entitled to exercise its rights hereafter as if such relaxation had not taken place.

E. No party may cede any of its rights or delegate or assign any of its obligations in terms of this Agreement without the prior written consent of the other parties.

F. The parties agree that any dispute which may arise from this or subsequent Agreements will be adjudicated by the Company.

G. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

H. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof. The Contractor has no title to any future and ongoing development projects of the Company not explicitly covered in this Agreement, and there are no agreements, understandings,

restrictions or warranties among the parties other than those set forth herein provided for.

I. This Agreement shall be construed and enforced under the laws of the State of Indiana. Any dispute between the parties shall be resolved in the courts of LaPorte County in the State of Indiana or the federal courts for the Northern District of Indiana.

J. Contractor shall not assign this Agreement without the express written consent of the Company.

K. The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this Agreement.

L. The signatories below hereby warrant that they possess the requisite corporate authority to bind their entities to the terms contained herein.

M. The Company acknowledges that the Contractor is a minor. Accordingly, the Contractor’s mother, Mary Lou Deck, joins in this Agreement as the legal and natural guardian of the Contractor intending that the Contractor be legally bound to the terms of this Agreement. Further, as an inducement for the Company to enter this Agreement, Marylou Deck guarantees the prompt and complete performance by Adorian Deck, during his minority, of all the covenants, promises and acts to be performed by him during his minority. Marylou Deck joins in this Agreement solely for the purposes set forth in this paragraph.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the date first above written.

Company:
Spartz, Inc.

Contractor:

By: _____

Name: Emerson J. Spartz

Name: Adorian Deck

Title: President

Name: Marylou Deck, as

Natural and Legal Guardian of Adorian

Deck

