INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made on August 11, 2026 between Ashgrove Print Co., 77 Tannery Lane, Portland, Oregon (the "Company"), and Daniel Okafor, doing business as Okafor Illustration, of 1930 NE Wasco Street, Portland, Oregon (the "Contractor").

1. Services. The Contractor will create twelve (12) original spot illustrations for the Company's Spring 2027 seed catalog, as described in the brief dated July 29, 2026 (Exhibit A). Each illustration will be delivered as a layered file at 600 dpi, plus a flattened PNG. The Contractor will provide up to two rounds of revisions per illustration at no extra charge.

2. Schedule. First sketches are due September 4, 2026. Final files for all twelve illustrations are due October 16, 2026. If the Company is late returning feedback by more than five business days, the due dates move out by the same number of days.

3. Fee. The Company will pay the Contractor a total fee of $4,800.00, in three installments: $1,600.00 on signing, $1,600.00 on approval of the sketches, and $1,600.00 within fifteen (15) days of delivery of the final files. Invoices unpaid after 30 days bear a late charge of 1.5% per month.

4. Ownership. Upon receipt of full payment the Company owns the final illustrations for use in its printed and online catalogs. The Contractor keeps the copyright, may show the work in a portfolio, and may not license the same images to another seed company for two years.

5. Independent contractor. The Contractor is not an employee of the Company, sets his own hours and tools, and is responsible for his own taxes and insurance.

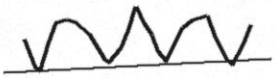
6. Confidentiality. The Contractor will keep the Company's unreleased catalog plans, pricing and customer lists confidential during the term of this Agreement and for one year afterward.

7. Termination. Either party may end this Agreement with ten (10) days' written notice. If the Company ends it without cause, it will pay for all work delivered or in progress up to the date of notice. If the Contractor ends it, the Contractor will return any unearned installment.

8. Governing law. This Agreement is governed by the laws of the State of Oregon. Any dispute will first be discussed in good faith for thirty days and then taken to mediation in Multnomah County before any lawsuit.

9. Entire agreement. This document and Exhibit A are the whole agreement. Changes must be in writing and signed by both parties.

Signed:



Helen Marsh, Operations Director
Ashgrove Print Co.
Date: August 11, 2026



Daniel Okafor
Okafor Illustration
Date: August 12, 2026