**HORNS-N-HOOFS, INC.**

**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (“Agreement”) entered into this<date placeholder>, by and between HORNS-n-HOOFS Inc. (“Horns-nHoofs” or "the Company"), on one hand, and <contractor’s name> with offices at <Address placeholder> (“Contractor”), on the other.

In consideration of the mutual promises in this, the parties agree as follows:

# SCOPE

Contractor agrees pursuant to the terms herein to provide specialized services as an independent contractor directly to Horns-nHoofs.

# TERM OF ASSIGNMENT

Upon execution of this Agreement, all terms and conditions shall remain in force during any and all periods for which Contractor’s services are provided to Horns-nHoofs under this Agreement and for any other periods before and/or thereafter as stated herein. Prior to commencement of such services, Horns-nHoofs and Contractor will execute the attached as Exhibit A to this Agreement which shall be considered part of the Agreement and binding upon both parties as such. Contractor’s services under this Agreement will terminate at the end of the minimum time requirement period specified in the **Exhibit A** and any renewals or extensions thereof (“end date”). Contractor warrants and represents that it is, or will be, available to begin rendering Services to Horns-nHoofs on the start date set forth in the annexed **Exhibit A**, and understands that Horns-nHoofs is relying on such representations and warranty in its dealings with Horns-nHoofs. Contractor agrees that upon execution of this agreement it will start the assignment on the agreed date.

# ASSIGNMENT OF CONTRACT

Any work on a project will be in accordance with the terms of this Agreement and the Statement of Work described in the **Exhibit B** Contractor itself is to provide services or through its personnel, and may not assign its rights under this Agreement and may not subcontract its obligations hereunder to others. Horns-nHoofs may nevertheless arrange for other independent contractors to perform the same work that Contractor performs on any assignment in accordance with Horns-nHoofs’s business needs.

# REPRESENTATIONS AND WARRANTEES

Contractor, on its own behalf and on behalf of its personnel, warrants and represents that all statements and information provided by Contractor to Horns-nHoofs concerning the experience, qualifications, skills and availability of the Contractor or its personnel including, without limitation, any resumes or references, are true and correct and are not misleading in any material way. Contractor shall supply references to Horns-nHoofs and Contractor authorizes Horns-nHoofs to verify Contractor’s and its personnel’s background and to check its/their references. Contractor understands that Horns-nHoofs will be relying on all such information provided by Contractor and agrees that any misrepresentations and any misleading information provided by Contractor shall, in Horns-nHoofs’s sole discretion, constitute a breach of this Agreement, and shall provide a basis for immediate termination of the assignment and of this Agreement.

Contractor, on its own behalf and on behalf of its personnel, warrants and represents the Contractor and its personnel are not restricted by any employment, consulting or any other contractor agreement from performing the assignments covered under this Agreement with Horns-nHoofs.

Contractor also warrants that it maintains a set of books and records which reflect items of income and expenses of its trades or business.

***PROOF OF STATUS:*** Contractor shall supply to Horns-nHoofs all information necessary to substantiate the fact that it can do business within the boundaries and guidelines set forth by applicable federal, state and local law. The items listed below shall be provided to Horns-nHoofs prior to Contractor beginning the assignment, or within one week after Contractor starts work. Contractor is being engaged as a “1099 Independent Contractor" These shall include, but not be limited to, the following:

1. Proof that the Contractor is adhering to the correct payment of all payroll taxes (including Form 941). It is understood that this should be filed with Horns-nHoofs on year-to-year basis, or whenever deemed necessary by Horns-nHoofs, in its discretion.
2. Proof that the Contractor is providing the correct insurance and other benefits and/or coverages as required under federal, state or local law or regulation; such shall include, but not be limited to, both Unemployment Compensation Insurance as well as Workers’ Compensation Insurance.
3. Any additional information that will substantiate the Contractor’s legitimate status as an independent contractor under applicable law.
4. The name, when available, of Contractor’s accountant who will substantiate that Contractor is adhering to all of the above standards as set forth.
5. Contractor must present the above information prior to, or within no more that two (2) weeks from the beginning of the assignment or shall be considered a W-2 employee and compensated accordingly, with, among other things, applicable federal, state and local taxes deducted in accordance with applicable law.

# PAYMENT FOR SERVICES

Payment for services for day and hours actually worked will be made in the business name of Contractor on the periodic basis set forth in the **Exhibit A**, Payment to Contractor will be in accordance with the agreed upon professional daily rate specified in the **Exhibit A** and no other compensation in any form, including benefits, will be provided by Horns-nHoofs or anyone else. Contractor shall maintain records of the hours that service have been performed, have a Horns-nHoofs representative verify those hours by signing the records and submit to Horns-nHoofs those records along with Contractor’s invoice for the amount due to Contractor for verified hours worked. Payment to Contractor per its invoices shall be made in accordance with the terms in the attached **Exhibit A**.

# TRAVELING, LIVING AND OTHER COSTS

No traveling, living, training, entertainment or other costs will be allowed for Contractor, unless authorized by Horns-nHoofs. Horns-nHoofs will provide training, tools, documentation or other materials to Contractor.

# CONFIDENTIAL/PROPRIETARY MATTER

**Confidential/proprietary information of Horns-nHoofs**: Contractor recognizes that the protection of such information benefits not only Horns-nHoofs, but their respective contractors and/or employees as well. Accordingly, Horns-nHoofs and Contractor, on its own behalf and on behalf of its personnel (collectively referred to in this Paragraph 8 as “Contractor”) have agreed to the provisions of this Paragraph of the Agreement in order to protect the business and goodwill of Horns-nHoofs, and such terms are considered by Contractor to be reasonable for such purpose.

## DEFINITION OF CONFIDENTIAL/PROPRIETARY BUSINESS INFORMATION

Contractor acknowledges that in its capacity as a Contractor there is a relationship of trust and confidence between Contractor and Horns-nHoofs, and that during the course of engagement, Contractor will be given access to certain confidential/proprietary information of Horns-nHoofs relating, respectively, to Horns-nHoofs and its respective businesses, including its products and services. This confidential/proprietary information includes, but is not limited to, trade secrets, patents, copyrighted material, computer applications, systems, software and programs, lists of clients and client contacts and requirements, list of referrals, lists of employees, vendors, suppliers, confidential business information including strategic plans and business dealings, and all other ideas, processes, designs, discoveries, inventions, improvements, concepts, methods, procedures, techniques, written material, and other know-how, not generally known in the trade or industry (whether or not patentable or entitled to trademark, copyright, or other protection), developed or used in connection with Horns-nHoofs’s business. It also includes certain other information regarding Horns-nHoofs’s customers, employees and contractors. All of the foregoing information provides Horns-nHoofs with a competitive advantage over those who do not possess it, and will be referred to herein as “Confidential/Proprietary Business Information.” Confidential/Proprietary Business Information shall not include information which: (i) was previously known by Contractor through lawful means, (ii) is readily available to the public generally, or (iii) is subsequently disclosed to Contractor by a third party who is not under any confidentiality obligation to Horns-nHoofs.

## CONTRACTOR’S RESPONSIBILITIES AS TO CONFIDENTIAL/PROPRIETARY BUSINESS INFORMATION

### Non-Disclosure/Non-Use; No Right of Ownership

Contractor agrees that during and after its engagement by Horns-nHoofs, Contractor and its employees will not disclose to any person or entity, exclusive of directors, officers, employees or agents of Horns-nHoofs any Confidential/Proprietary Business Information without the prior written authorization of Horns-nHoofs. Even with such authorization, Contractor agrees not to disclose any such information for purposes other than in connection with authorized work performed for Horns-nHoofs. This applies to all Confidential/Proprietary Business Information, regardless of whether Contractor or someone else conceives, develops or produces it and regardless of whether it is conceived, developed or produced on Horns-nHoofs’s premises or with the use of Horns-nHoofs’s facilities, materials, or personnel. Contractor and its employee providing services to Horns-nHoofs agree that he/she possesses no rights or ownership (other than in his/her capacity as an employee) or use in, and shall not at any time hereafter claim any rights of ownership or use in, any of the confidential/Proprietary Business Information.

Contractor agrees that all files, letters, memoranda, reports, records, data, sketches, drawings, laboratory notebooks, programs listings, or other written, photographic, or other tangible material containing Confidential/Proprietary Business Information, whether created by Contractor or others, which shall come into its custody or possession, shall be and are the exclusive property of Horns-nHoofs to be used by the Contractor only in the performance of its duties for Horns-nHoofs.

Contractor understands and agrees that its obligation and obligation of its employees not to disclose or use information, know-how and records of the types set forth above, also extends to such types of information, know-how, records and tangible property of suppliers to Horns-nHoofs or other third parties who may have disclosed or entrusted the same to Horns-nHoofs or to Contractor and its employees in the course of Horns-nHoofs’s business.

### Prohibition against Removal of Confidential/Proprietary Business Information

During and after its engagement, Contractor will not remove or cause to be removed from Horns-nHoofs’s premises any Confidential/Proprietary Business Information or other material whatsoever belonging to Horns-nHoofs for purposes other than for authorized work Contractor performs for Horns-nHoofs.

### Surrender of Confidential Information

Upon a request by Horns-nHoofs, respectively, and upon termination of engagement, Contractor will surrender to Horns-nHoofs, respectively, all of their respective Confidential/Proprietary Business Information, including all records, copies, summaries and abstracts setting forth or referring to Confidential/Proprietary Business Information. Contractor agrees not to retain any copy of records of such Confidential/Proprietary Business Information subsequent to the termination of Contractor’s engagement.

## CONFLICT OF INTEREST; RESTRICTIONS ON SERVICES TO OTHERS DURING ENGAGEMENT

1. Contractor agrees that as long as it is working for Horns-nHoofs, Contractor will not undertake the planning or organization of any business activity competitive with the work it performs for Horns-nHoofs, or engage in any other employment or activity which interferes, directly or indirectly, with Contractor’s assigned duties and responsibilities.

## NON-SOLICITATION AFTER TERMINATION

Contractor acknowledges and agrees that the business engaged in by Horns-nHoofs is international in scope, and is not limited to any particular geographic area.

## NO RAIDING OF Horns-nHoofs EMPLOYEES OR CONTRACTORS; NON-INTERFERENCE

1. Contractor agrees that it will not, for a period of three (3) years following termination of employment with Horns-nHoofs, directly or indirectly, solicit or induce any of Horns-nHoofs’s employees or contractors to work for Contractor or any other competitive company
2. Contractor will not otherwise in any manner interfere with the business of Horns-nHoofs or any other customer of Horns-nHoofs or its business or business relationships with any of its clients or customers or any other persons.

## NON-COMPETITION AFTER ENGAGEMENT

Contractor agrees that during the term of its service relationships with Horns-nHoofs and for a period of two (2) years thereafter it will not, within the United States or Canada, individually or on behalf of any other person, firm, partnership, joint venture, association, group, corporation or other entity (whether formal or informal) and with which he is, or may become, associated, whether or not for compensation, directly or indirectly, own, manage, operate, control, invest or have any interest in, be employed by or participate in the ownership, operation, management or control of, or be connected in any manner with, any business of the type and character competitive with the business currently or in the future being conducted by Horns-nHoofs or its successors. Contractor agrees to indemnify and hold harmless Horns-nHoofs for any and all loss, costs and other liability incurred or threatened, including attorney’s fees, related to violations of the obligations set forth in this agreement.

# TERMINATION

## MATERIAL BREACH/NON-PERFORMANCE

**“Cause”** is defined as (a) any material breach of the terms of this Agreement by Contractor, or the failure of Contractor to perform his/her duties for the Company, such failure to be determined in the sole discretion of the Company; or (b) any dishonest, illegal or other action (such as embezzlement) by Contractor which is materially detrimental to the interest and well-being of the Company; or (c) the death or inability of Contractor to perform his/her duties hereunder; or (d) liquidation, dissolution or discontinuance of business by Contractor or the filing of any petition by or against Contractor under any federal or state bankruptcy or insolvency laws; or (e) failure by Contractor to perform within five (5) business days of a request by the Company for the performance of Services under this Agreement.

1. The Company may terminate this agreement for cause immediately

1. Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon a material breach of this Agreement.
2. Upon the occurrence of any Non-Performance Event, Horns-nHoofs shall have the right to issue a written notice to the Contractor describing such Non-Performance Event
3. **Other Termination**.

This Agreement may be terminated, without cause at the election of Horns-nHoofs upon two (2) weeks written notice to the Contractor.

Contractor may voluntarily terminate its services under this Agreement before the end date by providing four (4) weeks notice, in writing, to Horns-nHoofs.

Either party may terminate this Agreement immediately in the event the other party (i) ceases to do business for ten (10) consecutive days, (ii) is insolvent, (ii) undertakes an assignment for the benefit of its creditors, (iii) has appointed a trustee, receiver or similar officer over its assets or property, (iv) commences a voluntary reorganization, liquidation, or other relief action under any applicable bankruptcy or debtor relief laws, or (v) commences an involuntary reorganization, liquidation, or other relief action under any applicable bankruptcy or debtor relief laws.

## EFFECT OF TERMINATION

1. Upon termination, the Contractor shall promptly deliver to Horns-nHoofs (a) all works-in-progress in Contractor’s possession or otherwise being worked on and (b) all Horns-nHoofs owned Infrastructure Equipment, if any.
2. In addition to the foregoing, upon Horns-nHoofs’s request, Contractor will transfer the all Deliverables, and all records, files, reports and other data relating to the Services as of the date of such expiration or termination, to Horns-nHoofs. Contractor may voluntarily terminate its services under this Agreement before the end date by providing four (4) weeks notice, in writing, to Horns-nHoofs. In the event of a termination, each party shall be responsible for obligations of all surviving sections of this Agreement.

# CONDUCT, INDEPENDENT STATUS, AND BENEFITS

Contractor shall provide competent, professional services in the required disciplines, using its own appropriate independent skill and judgment, and the manner and means that appear best suitable to it to perform the work. Evaluation of Contractor’s performance, if any, shall be made by Horns-nHoofs. Horns-nHoofs shall have no right or responsibility hereunder to review such performances, to require progress reports, to set the order or sequence for the performing of services, to establish the manner or means that shall be used by Contractor in performing the services under this Agreement, or to set Contractor’s hours or location of work. Contractor, with TaxID/Social Security Number, 1234 5678 9012 represents that it is an independent contractor and is doing business with the name **<contractor’s name>, passport id** (1234 5678901).

The parties to this Agreement agree that the relationship created by this Agreement is that of broker-independent contractor. Contractor agrees and has advised its personnel, who have agreed as set forth in writing to be provided to Horns-nHoofs within five days of the date of this Agreement, that neither Contractor nor any of its personnel is an employee of Horns-nHoofs, or is entitled to any benefits provided or rights guaranteed by Horns-nHoofs, or by any operation of law, to their respective employees, including but not limited to group insurance, liability insurance, disability insurance, paid vacations, sick leave or other leave, retirement plans, health plans, premium “overtime” pay, and the like and Contractor and its personnel expressly waive its/their rights to participate in such benefits.

It is understood and agreed that since the Contractor is an independent contractor, Horns-nHoofs will make no deductions from fees paid to Contractor for any federal or state taxes or FICA, and Horns-nHoofs have no obligation to provider Workers’ compensation coverage for Contractor or to make any premium “overtime” payments at any rate other than the normal rate agreed to in the **Exhibit A**. It shall be the Contractor’s responsibility to provide Workers’ Compensation and, if applicable, pay premium “overtime” rate, for its employees who work on the project covered by this Agreement and to make required FICA, FUTA, income tax withholding or other payments related to such employees (and to provide Horns-nHoofs with suitable evidence of the same whenever requested). Contractor shall indemnify and hold harmless Horns-nHoofs for any Workers’ compensation, “overtime” claims, tax liability claims or other claims brought or liabilities imposed against Horns-nHoofs by Contractor’s employees or any other party (including governmental bodies and courts), whether relating to Contractor’s status as an independent contractor, the status of its personnel, or any other matters involving the acts of omissions of Contractor and its personnel.

Contractor shall indemnify and hold Horns-nHoofs harmless be for any and all loss, including costs and attorney’s fees, in the event of any claims brought or threatened by any party against Horns-nHoofs or the cooperate in all reasonable respects, including to support the assertions of non-employment status made in this Agreement.

# LIABILITY

Because of the independent status of the Contractor, it is solely and completely accountable for the services it provides to Horns-nHoofs, and Horns-nHoofs shall have no liability incurred by activities of the Contractor, its agents or employees.

Contractor agrees to release and hold Horns-nHoofs harmless from any liability for statements made by Horns-nHoofs, without actual malice, to third parties who inquire about Contractor’s performance, or that of Contractor’s personnel.

# BREACH; NO ADEQUATE REMEDY AT LAW; INJUNCTIVE RELIEF

Horns-nHoofs shall be entitled to recover damages including, without limitation, costs and attorneys’ fees, resulting from any breach of the Agreement by Contractor.

Contractor acknowledges that a violation by it of any of the covenants and agreements contained in Paragraphs III., VII 8.A. through F. of this Agreement will cause continuing irreparable injury to Horns-nHoofs and that in such event money damages would not be readily calculable and Horns-nHoofs would not have an adequate remedy at law. Accordingly, Contractor agrees and consents that if it violates any of said provisions of this Agreement, Horns-nHoofs, in addition to any other rights and remedies available under this Agreement or otherwise, shall be entitled to equitable relief, including, without limitation, an injunction to be issued by any tribunal of competent jurisdiction restraining Contractor from committing or continuing any violation of this Agreement.

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| --- | --- | --- | --- | --- |
| **For and on behalf of:**  **HORNS-n-HOOFS, Inc.** | |  | **For and on behalf of Contractor:** | |
| By: |  |  | By: |  |
|  | Authorized Signature |  |  | Authorized Signature |
|  |  |  |  |  |
|  | Name |  |  | Name |
|  |  |  |  |  |
|  | Title |  |  | Title |
| On: |  |  | On: |  |
|  | Date |  |  | Date |

**HORNS-n-HOOFS, INC.**

**EXHIBIT A - INDEPENDENT CONTRACTOR**

In accordance with the Individual Independent Contractor Agreement entered into between HORNS-n-HOOFS, Inc. (hereinafter, "Horns-nHoofs"), and **<contractor’s name>** (hereinafter, “Contractor”) on **XX day of Date**, it is agreed as follows:

# <contractor’s name> with Tax/ID/Social Security ID number 1234 5678 9021, office address <address> and phone number <phone #>, is contracted to perform work for Horns-nHoofs, beginning on <date> and terminating on <date> (subject to earlier termination under the Agreement) at such time as set forth in the Statement of Work (Exhibit B) attached hereto to complete activities on the assigned project at <sum> per Professional month. A Professional month is 22 Professional days. Each Professional day is at least 8 hours per day.

1. Assigned consultant: **<contractor’s name>** 1234 5678 9012 Passport ID (11 22 345678)
2. The payment terms are:
   * Once a month
3. At the end of each billing period Contractor shall submit an invoice accompanied by a timesheet and project accomplishments signed by an authorized official of Horns-nHoofs.
4. Payment to be made with 10 days upon receipt of an invoice.
5. Contractor agrees to complete the project within the guidelines as provided by the Horns-nHoofs in the attached Statement of Work **(Exhibit B)**.
6. Contractor’s Rate is a confidential matter between Contractor and Horns-nHoofs and shall not be divulged to any other party.
7. The undersigned have read, understood, and agreed to the terms and conditions herein.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **For and on behalf of:**  **HORNS-n-HOOFS, Inc.** | |  | **For and on behalf of:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | |
| By: |  |  | By: |  |
|  | Authorized Signature |  |  | Authorized Signature |
|  |  |  |  |  |
|  | Name |  |  | Name |
|  |  |  |  |  |
|  | Title |  |  |  |
| On: |  |  | On: |  |
|  | Date |  |  | Date |

**EXHIBIT B – Statement of Work**

**PURPOSE OF THE POSITION**

Senior Software Developer – <project name>

**SCOPE**

You will provide product development and support to Horns-nHoofs, its clients and prospects.  This position is for a Software Developer working in an area that is built on both Microsoft technologies and Java based technology.  The majority of development will be in C/C++ maintaining the existing technology.    The work will vary based on business needs but will typically include following activities.

* Review product defects and identify fixes
* Interact with the support staff to clarify defect conditions
  + Join customer calls in exceptional conditions where required
* Unit Test and verify fixes across the range of supported platforms
* Create new function or features as required
* Identify changes and provide guidance for other team members when required

**Agreed and Accepted:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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