

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this 24th day of July, 2011 by and between BRAD CARNEY (hereinafter "Carney") and BRETT HARRELL ("Contractor").

WHEREAS, Carney desires to hire Contractor to perform work in accordance with the terms of this Agreement and to compensate Contractor on the basis herein provided;

WHEREAS, Contractor is willing to perform services and provide work product in accordance with the terms hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

### PAYMENT FOR SERVICES AND WORK PRODUCT

PARAGRAPH I. Carney shall pay Contractor in accordance with the schedule attached hereto as Exhibit "A" incorporated by reference herein. Said amounts shall be due and payable 30 days after Contractor submits an invoice for services performed and work product produced.

### RELATIONSHIP BETWEEN PARTIES

PARAGRAPH II. Contractor is retained by Carney only for the purposes and to the extent set forth in this Agreement, and his relation to Carney shall, during the period or periods of his employment and services hereunder, be that of an independent contractor. Contractor shall be free to dispose of such portion of his entire time, energy, and skill as he is not obligated to devote hereunder to Carney in such manner as he sees fit and to such persons, firms, or corporations as he deems advisable. Contractor shall not be considered as having an employee status.

### NO WITHHOLDING OR FICA

PARAGRAPH III. Carney shall not be liable for any withholding tax, social security taxes, workmen's compensation or other expense or liability attributable to an employer/employee relationship.

### PROFESSIONAL RESPONSIBILITY

PARAGRAPH IV. Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by Contractor in accordance with his independent and professional judgment. This Agreement shall be subject to the rules and regulations of any and all professional organizations or associations to which Contractor may from time to time belong and the laws and regulations governing said practice in this State.

## KEEPING INFORMATION CONFIDENTIAL

PARAGRAPH V. Contractor agrees to treat all information received from Carney as Proprietary Information and to treat all such information in a confidential manner, and except to the extent necessary for the performance of his/her obligations under this Agreement, to avoid direct or indirect disclosure of such proprietary information to any third party without the prior written consent of Carney, or to use any such Proprietary Information for the private gain of Contractor, other than as otherwise permitted and as contemplated herein. The provisions of this Paragraph shall survive the termination of this Agreement.

## OWNERSHIP OF PROPRIETARY INFORMATION

PARAGRAPH VI. Any information that is furnished or made available or otherwise disclosed by either party to the other pursuant to this Agreement shall be the property of the disclosing party. Any such information, if designated by the disclosing party as Proprietary Information, shall be (a) treated as each party treats its own confidential and Proprietary Information; (b) disclosed only to those persons or entities who have a need for it in connection with the performance of this Agreement and shall be used only for such purposes; and (c) used for other purposes only upon such terms as may be agreed upon in writing by the parties. Upon the expiration or termination of this Agreement, each party shall promptly return to the other party any and all copies of Proprietary Information belonging to the other party in its possession, custody or control.

## NON-CONFIDENTIAL INFORMATION

PARAGRAPH VII. The parties shall have no obligation hereunder with respect to information that was previously known to the other party free of any obligation to keep it confidential, or which has been or is subsequently made public by an act not attributable to the other party, or which is explicitly agreed to not to be regarded as confidential.

## OWNERSHIP OF WORK PRODUCT

PARAGRAPH VIII. Upon acceptance of Contractor's work product and payment of the sums then due, Carney shall have the sole and exclusive right, title, and interest (including trade secret and copyright interests) in the work product. Contractor hereby assigns all rights, title, and interest (including trade secrets and copyright interests) in the work product to Carney. Contractor agrees to cooperate with and assist Carney to apply for and to execute any applications and/or assignments reasonably necessary to obtain any patent, copyright, trademark, or other statutory protection for the work product. Contractor shall not provide the work product, or any portion thereof, to any other organization or person, or use the work product, or any portion thereof, in any other work performed by Contractor. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

INDEMNIFICATION

PARAGRAPH IX. Contractor shall indemnify Carney and hold him harmless from and against all demands, claims, damages, losses, and expenses (including reasonable costs and fees of attorneys, accountants, and expert witnesses) arising out of or resulting from any action by a third party against Carney that is based on any claim that any services performed under this Agreement, and/or work product infringe a patent, copyright, or trademark or violate a trade secret or other proprietary right of any person or entity.

PARAGRAPH X. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.

In witness whereof Carney and Contractor have executed this Agreement.

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Brad Carney  
108 W. Sandalbranch Circle  
The Woodlands, Texas 77382

CONTRACTOR

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Signature

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Federal Tax No: \_\_\_\_\_

## EXHIBIT A

The following describes the works to be performed by Contractor, and the corresponding payments. All payments listed are in US Dollars.

### WORKS TO BE COMPLETED

- Crosshair graphics (\$50)
  - Complete the following Wrack crosshair graphics, along with variations:
    - Angle
    - Circle
    - Cross
    - Dot
    - Ellipse
    - Horizontal
    - Oval
    - Splitcross
    - Square
    - Tri
    - Vertical
    - X