

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, by Wholesale Communication Inc. and \_\_\_\_\_ between \_\_\_\_\_, with offices at 1341 East 8th Street, Suite A2, in the City of National City, and the State of Calif., hereinafter referred to as the "Contractor", and \_\_\_\_\_ whose address is \_\_\_\_\_, in the City of \_\_\_\_\_, and the State of \_\_\_\_\_, hereinafter referred to as the "Subcontractor".

WITNESSETH:

WHEREAS, the Contractor is engaged in the business of selling cellular phone and pagers, and the Subcontractor is engaged in the business of \_\_\_\_\_; and

WHEREAS, the Contractor desires to enter into this Agreement with the Subcontractor, providing, among other things, for Subcontractor's services to the Contractor; and

WHEREAS, the Subcontractor desires to enter into this Agreement with respect to his services to the Contractor, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. The Contractor shall retain the Subcontractor and the Subcontractor shall assist the Contractor upon the terms and conditions hereinafter set forth.
2. Term. The term of this Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, and terminate on the \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, unless terminated prior to that date as set out hereinafter.

3. Duties of Subcontractor. During the period of this Agreement,

the Subcontractor shall have the full and complete obligation and responsibility for the performance of the duties and/or work described in the attached Exhibit "A" for the Contractor and the Subcontractor shall be obligated to the Contractor for the performance of all such duties and/or work. During the period hereof, the Subcontractor shall assist the Contractor and shall perform any and all services required or requested in connection with the Contractor's business. Within the limitations herein provided, the Subcontractor will render such services of an advisory nature as may be requested from time to time by the Contractor.

4. Time Requirements. The Subcontractor shall devote, during the

term of this Agreement, such of his time, energy, and skill as is necessary in the performance of his duties hereunder and shall periodically, or at any time, upon the request of the Contractor, submit data as to the time requirements of work performed and to be performed by him for the Contractor in connection with this Agreement.

5. Fees to Subcontractor. The Contractor shall pay the

Subcontractor on a "per project" basis for services in connection with this Agreement, the exact amount for each project to be agreed upon in writing by the Contractor and the Subcontractor, prior to any work being performed, or, in the alternative, per the attached Exhibit "B".

6. Relation of the Parties. The Contractor retains the Subcontractor only for the purposes and to the extent set forth in this Agreement and the Subcontractor's relationship to the Contractor shall, during the term of this Agreement, be that of an Independent Contractor. The Contractor shall not withhold, from sums becoming payable to the Subcontractor hereunder, any amounts for State or Federal Income Tax, or for FICA (Social Security) Taxes, during the term of this Agreement. The Subcontractor shall be free to dispose of such portions of his entire time, energy and skill as he is not obligated to devote hereunder to the Contractor in such manner as he deems advisable. The Subcontractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements or distributions by the Contractor pertaining to or in

connection with any pension, stock, bonus, profit sharing or other benefit extended to the Contractor's employees.

7. Worker's Compensation. If required by the laws of this State, the Contractor shall maintain in full force and effect a policy of worker's compensation insurance covering the Subcontractor during the term of this Agreement and the Subcontractor's account shall be debited by the prorating of premiums thereon attributable to the Subcontractor.

8. Professional Responsibility. Nothing in this Agreement

shall be construed to interfere with or

otherwise affect

the rendering of services by the Subcontractor in accordance with his independent and professional judgment. The Subcontractor shall perform his services substantially in accordance with generally accepted practices and principles of his trade. This Agreement shall be subject to the rules and regulations of any and all organizations

and associations to which the Subcontractor may from time to time belong and to the laws and regulations governing the practice of the Subcontractor's trade in this State.

9. Indemnity to Subcontractor. The Contractor indemnifies the Subcontractor against any loss or liability which the Subcontractor may sustain by reason of any contract entered into by the Contractor with any principal, but this indemnity shall not extend to any loss which the Subcontractor may incur by reason of the work performed

by the Subcontractor hereunder.

10. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon thirty (30) days written notice.

11. Notice. Any notice required to be given hereunder shall

be deemed given on the third (3rd) business day following mailing of any such notice, postage paid, to the address set out herein above.

Income Tax Designation. In the event that the Internal Revenue Service should determine that the subcontractor is, according to I.R.S. guidelines, an employee subject to withholding and social security contributions, the subcontractor shall acknowledge, as the subcontractor acknowledges herein, that all payments to the subcontractor are gross payments, and the subcontractor is responsible for all income taxes and social security payments thereon.

IN WITNESS WHEREOF, the parties have hereunto set their

hands and seals the day and year first above written. Signed, sealed and delivered in the presence of:

"CONTRACTOR"

\_\_\_\_\_  
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Witness

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Witness

"SUBCONTRACTOR"

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Witness

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Witness

EXHIBIT "A"

Duties and/or Work to be Performed by Subcontractor

EXHIBIT "B"

Alternate Fee Arrangement