

Independent Contractor Agreement

This Agreement is made between International Contact, Inc. (Company) with a principal place of business at 2820 Adeline St., STE 1, Berkeley, CA, 94703 and _____, to be referred to hereon in as "Contractor" with a principal place of business at:

This Agreement will become effective on _____, 20__ and will continue in effect until terminated in accordance with this agreement.

Services to be Performed

Contractor agrees to perform the following services on Company's behalf on an as-needed basis:

Contractor acknowledges that time of delivery and delivery guidelines as outlined in the assignment sheets provided are an essential part of the terms of this agreement. Failure to meet any delivery term will result in payment reduction or cancellation depending on the amount of work required to bring Contractor's work into compliance with the guidelines provided at the time of contract.

Payment

In consideration for the services to be performed by Contractor, Company agrees to pay Contractor at an agreed-upon rate to be established for each project.

Terms of Payment

Upon completing Consultant's services under this Agreement, Contractor shall submit an invoice. Company shall pay Contractor the compensation described within a reasonable time after receiving Contractor's invoice.

Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

Independent Contractor Status

Contractor is an independent contractor, not Company's employee. Contractor's employees or contract personnel are not Company's employees. Contractor and Company agree to the following rights consistent with an independent contractor relationship.

- * Contractor has the right to perform services for others during the term of this Agreement.
- * Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- * Contractor has the right to perform the services required by this Agreement at any place, location or time.
- * Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
- * Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- * The Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement; Company shall not hire, supervise or pay any assistants to help Contractor.
- * Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Company in the skills necessary to perform the services required by this Agreement.
- * Company shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

Intellectual Property Ownership

Contractor assigns to Company all rights in all designs, creations, improvements, original works of authorship, formulas, processes, know-how, techniques, inventions and all other information or items created by Contractor for Company during the term of this Agreement. The rights assigned include title and interest in all patent, copyright, trade secret, trademark and other proprietary rights.

Confidentiality

Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Company without Company's prior written permission except to the extent necessary to perform services on Contractor's behalf.

Proprietary or confidential information includes:

- * the written, printed, graphic or electronically recorded materials furnished by Company for Contractor to use such as reference materials or glossaries.
 - * information belonging to customers and suppliers of Company about whom Contractor gained knowledge as a result of Contractor's services to Company.
- Upon termination of Contractor's services to Company, or at Company's request, Contractor shall deliver to Company all materials in Contractor's possession relating to Company's business.

Business Permits, Certificates and Licenses

Contractor has complied with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.

State and Federal Taxes

Company will not:

- * withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- * make state or federal unemployment compensation contributions on Contractor's behalf, or
- * withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes.

Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Company.

Workers' Compensation

Company shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance and provide Company with a certificate of workers' compensation insurance before the employees begin the work.

Unemployment Compensation

Company shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

Insurance

Company shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor agrees to maintain an insurance policy to cover any negligent acts committed by Contractor or Contractor's employees or agents while performing services under this Agreement.

Contractor shall indemnify, defend and hold Company harmless from any loss or liability arising from performing services under this Agreement.

Terminating the Agreement

Either party may terminate this Agreement at any time by giving thirty days written notice to the other party of the intent to terminate.

Exclusive Agreement

This is the entire Agreement between Contractor and Company.

Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

Applicable Law

This Agreement will be governed by the laws of the state of California.

Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- * when delivered personally to the recipient's address as stated on this Agreement
- * three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- * when sent by fax or telex to the last fax or telex number of the recipient known to the person giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

Should contractor fail to satisfactorily complete any project undertaken by contractor under this agreement by reason of his/her decision to terminate this agreement or otherwise, he/she shall be liable for any amounts which International Contact is required to expend to complete said project in excess of the amount which International Contact would have paid to contractor had contractor satisfactorily completed said project.

Should contractor be prevented by International Contact from completing any project for which he/she has been retained under this agreement, (except in cases of breach by contractor) contractor shall be entitled to those fees which he/she would have reasonably charged for the completion of said project.

No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Company's behalf.

Assignment

Contractor may not assign or subcontract any rights or obligations under this Agreement without Company's prior written approval.

Signatures

For International Contact, Inc.

By: _____
(Signature) Carla Itzkowich
(Typed or Printed Name)
Title: President Date: _____

Contractor: _____
(Typed or Printed Name)
By: _____
(Signature)
Taxpayer ID Number: _____ Date: _____

Business Licence Number _____

If Agreement Is Faxed:

Contractor and Company agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Signatures transmitted by facsimile shall have the same effect as original signatures.