

CONSULTANT CONTRACT

THIS CONTRACT is made as of this ____ day of _____, 200__ between _____, a [proprietorship/corporation/partnership] with its principal office and mailing address located at _____ hereinafter called "____ BRCellular____," and _____, an independent contractor with his/her principal office and mailing address located at _____, hereinafter called the "Consultant."

WHEREAS, BRCellular is _____ [describe the nature of the project that the consultant will work on].

WHEREAS, BRCellular needs expert assistance in _____ [describe the general kinds of work the consultant will perform].

WHEREAS, BRCellular desires to engage the Consultant as an independent contractor to render this expert assistance, and the Consultant desires to accept such engagement on the terms and conditions set forth hereinafter;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, BRCellular and the Consultant agree with each other as follows:

1. SCOPE OF WORK. The Consultant's activities will be as follows:

a. Based on leads generated by BRCellular, consultant will sell Wireless Phone service, Phone Accessories, Rate Plans & Pre-Paid Phone Cards.

b. Based on self-generated leads, consultant will sell Wireless Phone service, Phone Accessories, Rate Plans & Pre-Paid Phone Cards.

2. COMPENSATION AND EXPENSE REIMBURSEMENTS. BRCellular shall pay compensation and expense reimbursements for the Consultant's services in the amount not to exceed _____ (\$0,000.00). This amount may be increased if both parties agree in writing. Actual compensation shall be at the rate of \$_____ per hour. Also, the reasonable costs of reproduction, source materials, and toll telephone calls shall be reimbursed at cost. BRCellular will require an itemized list of such expenses and the proper receipts as a condition for such reimbursement. Home office costs, local travel costs and other costs are not reimbursable.

BRCellular shall reimburse the Consultant within 10 working days of receiving the Consultant's invoice for work completed. Invoices will be submitted monthly. Separate invoices shall be submitted for fees and for reimbursable expenses.

3. TERM. The term of this Contract shall begin _____, 200__ and end on _____, 200__ and shall be renewable at that time at the discretion of both parties. This contract may be terminated by either party without cause, with 30 days' written notice.

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4. **BENEFITS.** BRCellular is not responsible for any insurance or other fringe benefits, including, but not limited to Social Security, Worker's Compensation, income tax withholdings, retirement or leave benefits, for Consultant or employees of Consultant. The Consultant assumes full responsibility for the provision of all such insurances and fringe benefits for himself or herself and all Consultant's employees, and shall, upon the Foundation's request, deliver to the Foundation copies of Consultant's income tax returns which relate to the period of this Contract.

5. **TAX IDENTIFICATION NUMBER AND W-9 FORM.** Attached hereto and made a part hereof is the Consultant's federal tax identification number. If the Consultant is an individual proprietor, federal tax form W-9 shall be attached hereto by the Consultant and made a part hereof.

6. **ARBITRATION.** Any controversy or claim arising out of, or relating to, this Contract or the breach thereof, shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association. Judgment upon the award rendered may be entered in any Court having jurisdiction thereof. Any award rendered hereunder shall be final and binding on all parties thereto.

7. **CONSTRUCTION.** This Contract shall be construed, interpreted and applied under and in accordance with laws of the State of Nevada.

8. **NONWAIVER.** The failure of BRCellular in any instance to insist upon a strict performance of the terms of this Contract or to exercise any option hereunder, shall not be construed as a waiver or relinquishment for the future of such term or option.

9. **PARTIES BOUND.** The terms and provisions of this Contract shall be binding upon the parties hereto, their legal representatives, successors and assigns.

10. **OWNERSHIP OF WORK PRODUCTS; CONFIDENTIALITY.** BRCellular shall be the sole owner of all work products, including research files and written documents manuscripts that are created by the Consultant as a result of this contract. The Consultant shall have no rights to copyrights, royalties or other interests, income or benefits that may result from these work products, other than the fees and expense reimbursements described in Section 2. The Consultant shall not transmit any work products in any form to a party other than BRCellular without first receiving written permission from BRCellular; nor shall the Consultant publish or cause to be published any part of the work products.

11. **EMPLOYEES AND SUBCONTRACTORS.** Consultant acknowledges having no employees and hereby certifies that no employees or subcontractors will be employed in this project unless this contract is amended to require satisfactory proof of insurances.

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12. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties. No statement, promises or inducements made by any party hereto, or agent of either party hereto, which is not contained in this written contract, shall be valid or binding; and this Contract may not be enlarged, modified or altered except in writing and signed by the parties.

IN WITNESS WHEREOF, BRCellular and the Consultant have caused to be properly executed on their respective behalf this Consultant Contract under seal, with the intention that it constitute a sealed instrument, the day and year first hereinabove written, effective for all intents and purposes as of _____.

BY: ScottoBobScotto
Title: President - Owner FOR BRCellular
BY: _____ Consultant
Consultant tax identification number: _____

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

WHEREAS, [YOUR NAME] agrees to furnish _____ certain confidential information relating to ideas, inventions or products for the purposes of determining an interest in developing, manufacturing, selling and/or joint venturing;

WHEREAS, _____ agrees to review, examine, inspect or obtain such confidential information only for the purposes described above, and to otherwise hold such information confidential pursuant to the terms of this Agreement.

BE IT KNOWN, that [YOUR NAME] has or shall furnish to _____ certain confidential information and may further allow _____ the right to discuss or interview representatives of [YOUR NAME] on the following conditions:

1. _____ agrees to hold confidential or proprietary information or trade secrets ("confidential information") in trust and confidence and agrees that it shall be used only for the contemplated purposes, shall not be used for any other purpose, or disclosed to any third party.
2. No copies will be made or retained of any written information or prototypes supplied without the permission of [YOUR NAME].
3. At the conclusion of any discussions, or upon demand by [YOUR NAME], all confidential information, including prototypes, written notes, photographs, sketches, models, memoranda or notes taken shall be returned to [YOUR NAME].
4. Confidential information shall not be disclosed to any employee, consultant or third party unless they agree to execute and be bound by the terms of this Agreement, and have been approved by [YOUR NAME].
5. This Agreement and its validity, construction and effect shall be governed by the laws of [insert jurisdiction].

AGREED AND ACCEPTED BY:

Date: _____

By _____ Witness: _____

Title: _____

By _____

Title _____