



HOMENET PCS, INC.

MyPC2Repair

## INDEPENDENT CONTRACTOR'S AGREEMENT for Computer Service Technicians

The purpose of this contract is to make every effort possible to comply with the rules and regulations set forth by the Internal Revenue Service and various state, county, and local government agencies.

The terms and conditions set forth in this contract must be honored by both parties, HomeNet PCs, Inc. and its d/b/a company "MyPC2Repair", hereinafter referred to as "HomeNet", "MyPC2Repair" or "Company" and \_\_\_\_\_, acting as an independent contractor hereinafter referred to as "Technician", "I", or "You."

HomeNet is engaged in business as a *Computer Repair/Service Company* in the State of South Carolina, Georgia, and Hawaii..

### Independent Contractor

Technician is and throughout this Agreement shall be an independent contractor and not an employee, partner or agent of Company. Technician shall not be entitled to nor receive any benefit normally provided to Company's employees such as, but not limited to, vacation payment, retirement, health care or sick pay. Company shall not be responsible for withholding income or other taxes from the payments made to You. You shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to You pursuant to this Agreement.

You will use your talents to repair and or service computers, PCs, laptops, or peripherals as needed by the company or requested by a customer.

HomeNet PCs, Inc. is very proud of its position within the industry and HomeNet PCs, Inc. is proud of its association with CompTIA (Computer Technology Industry Association), and as such, we expect any extension of either company, however remote, to perform your function in an honest and ethical manner.



You will ***not*** communicate with HomeNet PCs, Inc. for any reason or purpose but will direct any and all communications to the Senior Technician or the General Manager at MyPC2Repair.

**I. TERMS OF AGREEMENT.** Technician shall provide services to Company pursuant to this Agreement for a term commencing on \_\_\_\_\_ and ending on \_\_\_\_\_. With subsequent terms extended automatically for three month periods unless terminated by either party.

**II. SET HOURS OF WORK.** Due to the nature of the services performed;

a.) Contractor's daily schedule and hours worked under this Agreement on a given day shall generally be subject to Contractor's discretion, provided that Technician and Company anticipate that Technician shall work on average 40 hours per week in the performance of services pursuant to this Agreement.

b.) Company relies upon Technician to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

**III. COMPENSATION.**

a.) The contractor will receive compensation solely upon commissions based on a percentage (60%) of each "service order." Company shall pay Technician **60% of labor charges; 0% for parts & other receipts/sales** for services performed pursuant to this Agreement. Payment shall be made Twice monthly. Technician shall bear all of Technician's expenses incurred in the performance of this Agreement.

b.) The commission rate is 60% for each service order.

**IV. ACCEPTANCE OF CONTRACT.** Contracts will be accepted by HomeNet when signed and dated by both parties and the below conditions are completed.

- a.) The contractor is to submit, and be received by HomeNet, a copy of any "Certification" held by the Technician, especially if it is a CompTIA Certification. Technician will state that no certifications are held by initials \_\_\_\_\_ Date: \_\_\_\_\_.
- b.) The contractor will complete and return the W-9 Form Provided by HomeNet. (See Section IX, d.)
- c.) An in briefing provided to the technician about company policy, conduct, and procedures.

**V. OPERATING COSTS AND EXPENDITURES.** You agree to pay for and provide your own living expenses, transportation and transportation expenses; and all other necessary and required equipment, licenses, permits, insurance, tools or facilities and all other related expenses.

**Tools and Supplies.** Unless otherwise agreed to by Company in advance, Technician shall be solely responsible for procuring, paying for and maintaining any computer equipment, software, paper, tools or supplies necessary or appropriate for the performance of Technician's services hereunder.

**VI. COVENANT NOT TO COMPETE.**

- a.) You hereby agree not to provide similar services for any other person, partnership, entity business, corporation, government agency, or other activity, which is in direct competition with HomeNet or MyPC2Repair. (See Section XII)
- b.) You also agree that this covenant not to compete exists during the term of this Agreement and for a period of ninety (90) days following the termination of this agreement, for whatever reason.

**VII. TERMINATION FOR GOOD CAUSE.**

**1.]** For the purposes of this section, GOOD CAUSE includes, but is not limited to:

- a.) All actions of the Contractor involving legal or moral turpitude and/or the failure of the contractor to maintain your activities on a high moral plane. This includes the Contractor's obligation to Federal and State Laws related to taxation.
- b.) Failure of the Contractor to maintain proper licensing, permits, and minimum insurance.
- c.) Failure of the Contractor, or HomeNet, to comply with all provisions of this Agreement.
- d.) Successful completion of Agreement at the appointed date and time.

**2.] A. This Agreement may be terminated by Company as follows:**

- i. If Technician is unable to provide the required services by reason of temporary or permanent illness, disability, incapacity or death.
- ii. Breach or default of any obligation of Technician pursuant to Section XI, Covenant Not to Compete, or Section X, Confidentiality, of this Agreement.
- iii. Breach or default by Technician of any other material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Company.

**B. Technician may terminate this Agreement as follows:**

- i. Breach or default of any material obligation of Company, which breach or default is not cured within five (5) days of written notice from Contractor.
- ii. If Company files protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver is commenced by a third party against Company, any of the foregoing of which remains undismissed for a period of sixty (60) days.

**3.]** Immediately upon termination of this Agreement, you shall deliver to HomeNet, and will not retain nor deliver to others, any and all documents, forms, brochures, papers, devices, or any other material provided or given to you by HomeNet. Failure to return such materials will result in the deduction of costs related to the materials from commissions earned and payable. (See Section XIII)

**VIII. AMENDMENTS.** This Agreement can only be altered or amended by a WRITTEN AGREEMENT and no verbal amendments are enforceable. (See Section, "Final Agreement" at end of contract.)

**IX. INDEPENDENT CONTRACTOR'S STATUS.** a.) As an independent contractor, you have the right to control the manner and means of accomplishing the desired results herein. With the exception of administrative forms and a brief orientation focusing on aspects unique to the services, you have represented to HomeNet an established skill in repair and services to computers as well as a track record of success in sales.

b.) As an independent contractor, compensation will be on a commission basis, and no Federal, State, or Local taxes of any kind will be withheld from said commissions.

c.) At the end of the calendar year, a Form 1099 Miscellaneous Income (Form 1099-Misc) will be generated and mailed to you at the address on record with HomeNet. A copy of this Form 1099-Misc will be forwarded to the Internal Revenue Service (IRS).

d.) As an independent contractor, it will be required for you to complete a Form W-9 (attached to Agreement), which will be used by HomeNet in preparing your Form 1099-Misc.

e.) HomeNet and MyPC2Repair assumes no responsibility for the Contractor in filling and reporting of income to any government agency, except as stated in para c. above, as that is solely a duty and responsibility of the contractor.

**X. CONFIDENTIAL INFORMATION.**

a. Company Information. I agree at all times during the term of this agreement and thereafter, to hold in strictest confidence, and not to use, except for the benefit of Company, or to disclose to any person, firm or corporation without written authorization of Company, the Confidential Information of Company. I understand that "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Company on whom I call or with whom I became acquainted during the term of my contract), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, financial or other business information disclosed to me by Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. Company acknowledges that Confidential Information does not include any of the foregoing items which have become publicly known and made generally available through no wrongful act of me or of others who were under confidentiality obligations as to the item or items involved.

b. Former Employer Information. I agree not to improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

c. Third Party Information. I recognize that Company has received and in the future will receive from third parties their confidential or proprietary information (such as, but not limited to, software programs provided by license) subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Contractor agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for Company consistent with Company's agreement with such third party. I agree to comply with Company's policies and procedures, as applicable from time to time, with respect to such information.

**XI. INVENTIONS, PATENTS, REGISTERED/UNREGISTERED COPYRIGHTS, AND LICENSES.**

a. Attached hereto, as Exhibit A, is a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which I made prior to contracting with Company (collectively referred to as "Prior Inventions"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list attached, I represent that there are no such Prior Inventions. If in the course of contractual work with the Company, I incorporate into a Company product,

process or machine a Prior Invention owned by me or in which I have an interest, Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

**b. Assignment of Inventions.** I agree to promptly make full written disclosure to Company, to hold in trust for the sole right and benefit of the Company, and hereby assign to Company, or its designee, all of my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements or trade secrets, whether or not patentable or register able under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am doing contractual work or in the employ of the Company (collectively referred to as "Inventions"), except as provided in **Section XI c.** below. I further acknowledge that all original works of authorship which are made by the employee (solely or jointly with others) within the scope of and during the period of my contractual work with the Company and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. \_\_\_\_\_Initials.

**c. Inventions Assigned to the United States.** I agree to assign to the United States government all of my right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States by a contract between Company and the United States or any of its agencies.

**d. Maintenance of Records.** I agree to assist Company, or its designee, at Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, or other intellectual property rights relating thereto in any and all countries, including the disclosure to Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I agree that the obligation to execute or cause to be executed, when it is in my power to do so, and such instrument or papers shall continue after the termination of my contractual work. If Company is unable to secure my signature due to mental or physical incapacity or if I am otherwise unavailable or unable to sign or to apply for or pursue any application for any United States or foreign patents or for copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

**XII. CONFLICTING EMPLOYMENT.**

I agree that, during the term of my contractual work with HomeNet, I will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the HomeNet is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to HomeNet.

**XIII. RETURNING COMPANY DOCUMENTS.**

I agree that, at the time I terminate the contractual work, or leave the employ of HomeNet, I will deliver to HomeNet (and will not keep in possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to contractual work with Company or otherwise belonging to HomeNet, its successors or assigns. (See Section VII, B,3]). \_\_\_\_\_Initials.

**XIV. NOTIFICATION OF NEW EMPLOYER.**

Upon termination of my contractual work for any reason, I hereby grant consent to notification by the Company to any subsequent employer about rights and obligations under this Agreement. \_\_\_\_\_Initials.

**XV. SOLICITATION OF EMPLOYEES.**

I agree that for a period of **six (6) months** immediately following the termination of my contractual work with Company for any reason, whether with or without cause, I shall not either directly or indirectly solicit, induce, recruit or encourage any of Company's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of Company, either for me or for any other person or entity.

**XVI. OTHER POLICIES.**

I agree to comply with all Company policies, rules and procedures that are generally applicable to Company contractors or employees.

**XVII. EQUITABLE RELIEF.**

I agree that it would be impossible or inadequate to measure and calculate Company's damages from any breach of the covenants set forth in this contract herein. Accordingly, I agree that upon breach of any Sections, Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to the issuance of such injunction and to any order of specific performance.

**XVIII. GENERAL PROVISIONS.**

a. Governing Law. Consent to Personal Jurisdiction: This Agreement will be governed by the laws of the State of South Carolina, and I hereby expressly consent to the personal jurisdiction of the State and Federal courts located therein for any lawsuit filed there by the Company arising from or relating to my contractual work.

b. Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

**XIX. NOTICES.**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested, or sent by recognized overnight courier service.

**XX. CONCLUSION.** The contractor, you, and HomeNet, hereby acknowledge that each has read this entire Agreement, and that each fully understands and agrees to its contents.

**Final Agreement.** This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

HomeNet PCs, Inc.

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

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

\_\_\_\_\_  
HomeNet Representative Signature

\_\_\_\_\_  
Contractor/Technician's Signature

\_\_\_\_\_  
Vice-President  
Representative's Title

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

\_\_\_\_\_  
Print Name

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

**Home Office:**

\_\_\_\_\_

**Local Office:**

Phone: \_\_\_\_\_

P.O. Box 31041

Greenville, SC 29608-1041

SSAN: \_\_\_\_\_

email: contractjob@mypc2repair.com

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,