

EMPLOYMENT CONTRACT

This Employment Contract (this "Contract") is made effective as of _____, by and between Tele-PCS, Inc. of 1636 Popp's Ferry Rd., Biloxi, Mississippi, 39532 and Employee of _____, _____, _____, _____.

A. Tele-PCS, Inc. is engaged in the business of Delivery Employee will primarily perform the job duties at the following location: _____, _____, _____.

B. Tele-PCS, Inc. desires to have the services of Employee.

C. Employee is an at will employee of Tele-PCS, Inc.. Either party is able to terminate the employment agreement at any time.

Therefore, the parties agree as follows:

1. EMPLOYMENT. Tele-PCS, Inc. shall employ Employee as a(n) delivery agent. Employee shall provide to Tele-PCS, Inc. the following services: Answering customer calls, shopping for and delivering goods, etc. Employee accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of Tele-PCS, Inc. and Tele-PCS, Inc.'s supervisory personnel.

2. BEST EFFORTS OF EMPLOYEE. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Contract, to the reasonable satisfaction of Tele-PCS, Inc.. Such duties shall be provided at such place(s) as the needs, business, or opportunities of Tele-PCS, Inc. may require from time to time.

3. COMPENSATION OF EMPLOYEE. As compensation for the services provided by Employee under this Contract, Tele-PCS, Inc. will pay Employee \$200.00 per week. This amount shall be paid in accordance with Tele-PCS, Inc.'s usual payroll procedures and subject to applicable federal, state, and local withholding. Upon termination of this Contract, payments under this paragraph shall cease; provided, however, that Employee shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Employee has not yet been paid, and for any commission earned in accordance with Tele-PCS, Inc.'s customary procedures, if applicable. This section of the Contract is included only for accounting and payroll purposes and should not be construed as establishing a minimum or definite term of employment.

4. COMMISSION PAYMENTS. In addition to the payments under the preceding paragraph, Tele-PCS, Inc. will make commission payments to Employee based on 10% of Gross deliveries. This commission will be paid monthly on the fifteenth day of the following month.

A. Right to Inspect. Employee, or Employee's agent, shall have the right to inspect Tele-PCS, Inc.'s records for the limited purpose of verifying the calculation of the commission payments, subject to such restrictions as Tele-PCS, Inc. may reasonably impose to protect the confidentiality of the records. Such inspections shall be made during reasonable business hours as may be set by Tele-PCS, Inc..

5. RECOMMENDATIONS FOR IMPROVING OPERATIONS. Employee shall provide Tele-PCS, Inc. with all information, suggestions, and recommendations regarding Tele-PCS, Inc.'s business, of which Employee has knowledge, that will be of benefit to Tele-PCS, Inc..

6. CONFIDENTIALITY. Employee recognizes that Tele-PCS, Inc. has and will have information regarding the following:

- processes
- technical matters
- copyrights
- customer lists
- business affairs
- future plans
- _____

and other vital information items (collectively, "Information") which are valuable, special and unique assets of Tele-PCS, Inc.. Employee agrees that Employee will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any Information to any third party without the prior written consent of Tele-PCS, Inc.. Employee will protect the Information and treat it as strictly confidential. A violation by Employee of this paragraph shall be a material violation of this Contract and will justify legal and/or equitable relief.

7. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that Employee has disclosed (or has threatened to disclose) Information in violation of this Contract, Tele-PCS, Inc. shall be entitled to an injunction to restrain Employee from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. Tele-PCS, Inc. shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

8. CONFIDENTIALITY AFTER TERMINATION OF EMPLOYMENT. The confidentiality provisions of this Contract shall remain in full force and effect for a 2-year period after the voluntary or involuntary termination of Employee's employment. During such 2-year period, neither party shall make or permit the making of any public announcement or statement of any kind that Employee was formerly employed by or connected with Tele-PCS, Inc..

9. NON-COMPETE AGREEMENT. Employee recognizes that the various items of Information are special and unique assets of the company and need to be protected from improper disclosure. In consideration of the disclosure of the Information to Employee, Employee agrees and covenants that for a period of 1 year following the termination of this Contract, whether such termination is voluntary or involuntary, Employee will not directly or indirectly engage in any business competitive with Tele-PCS, Inc.. This covenant shall apply to the geographical area that includes the area within a 200-mile radius of Biloxi, MS. Directly or indirectly engaging in any

competitive business includes, but is not limited to: (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of Tele-PCS, Inc. for the benefit of a third party that is engaged in such business. Employee agrees that this non-compete provision will not adversely affect Employee's livelihood.

10. EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER. Employee shall not have the right to make any contracts or commitments for or on behalf of Tele-PCS, Inc. without first obtaining the express written consent of Tele-PCS, Inc..

11. TERM/TERMINATION. Employee's employment under this Contract shall be for an unspecified term on an "at will" basis. This Contract may be terminated by Tele-PCS, Inc. upon No written notice, and by Employee upon 10 days written notice. If Employee is in violation of this Contract, Tele-PCS, Inc. may terminate employment without notice and with compensation to Employee only to the date of such termination. The compensation paid under this Contract shall be Employee's exclusive remedy.

12. TERMINATION FOR DISABILITY. Tele-PCS, Inc. shall have the option to terminate this Contract, if Employee becomes permanently disabled and is no longer able to perform the essential functions of the position with reasonable accommodation. Tele-PCS, Inc. shall exercise this option by giving 15 days written notice to Employee.

13. COMPLIANCE WITH EMPLOYER'S RULES. Employee agrees to comply with all of the rules and regulations of Tele-PCS, Inc..

14. RETURN OF PROPERTY. Upon termination of this Contract, Employee shall deliver to Tele-PCS, Inc. all property which is Tele-PCS, Inc.'s property or related to Tele-PCS, Inc.'s business (including keys, records, notes, data, memoranda, models, and equipment) that is in Employee's possession or under Employee's control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by Employee.

15. NOTICES. All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

Employer:

Tele-PCS, Inc.
1636 Popps Ferry Rd.
Biloxi, Mississippi 39532

Employee:

Employee

_____, _____

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

16. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

17. AMENDMENT. This Contract may be modified or amended, if the amendment is made in writing and is signed by both parties.

18. SEVERABILITY. If any provisions of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

19. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

20. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Mississippi.

21. SIGNATORIES. This Contract shall be signed by _____ on behalf of TelePCS, Inc. and by Employee in an individual capacity. This Contract is effective as of the date first above written.

_____ Date: _____

Employee

Date: _____