

Zeal Sales, Inc.
14248 F Manchester Rd., #334
Ballwin, MO 63011
877-503-7681

INDEPENDENT CONTRACTOR AGREEMENT

This Purchase Agreement ("Agreement"), made this [REDACTED] day of March, 2011, by and between Zeal Sales, Inc., 14248 F Manchester Rd., #334, Manchester, MO 63011, (hereinafter the "Consulting Company"), a Missouri corporation and _____, (hereinafter the "Salesperson").

Definitions.

"Consulting Company" means Zeal Sales, Inc. and any specific Business Owner it may have contracted with to support Salesperson.

"Salesperson" means an Individual, independent of Consulting Company or any Business Owner, accepted for training in the business of Healthcare Recruiting, initially as an Independent Contractor and then as a corporation, once Initial Training is completed.

"Initial Training" means Consulting Company will instruct and train Salesperson in Healthcare Recruiting practices, and if Salesperson fails to meet expectations Consulting Company may refuse, for any reason, to continue assisting Salesperson and/or refer Salesperson to a Business Owner.

"Business Owner" means a person or company who has purchased a business or training program from Consulting Company, or any company it is associated with, for a fee, on how to operate, build and manage a Healthcare Recruiting business.

"Healthcare Recruiting" means the process of introducing a Candidate and Employer in the healthcare industry, or related industry, to one another in exchange for a Recruiting Fee. The process may include the following, securing a contract from an Employer to pay a recruiting fee, identifying the specifications of the Candidate required, contacting and scrutinizing appropriate Candidates, scheduling interviews, negotiating terms of employment, extending the Employer's offer, negotiating acceptance by the Candidate, invoicing and collection of payment by Employer.

"Candidate" means a healthcare worker or practitioner, who is a potential employee of a healthcare Employer who may allow for a Recruiting Fee to be paid to Consulting Company and/or any specific Business Owner that the Consulting Company contracts with to support Salesperson.

"Employer" means a company that requires a particularly skilled or experienced healthcare practitioner, or Candidate, whereby company is willing to pay Consulting Company, and/or any specific Business Owner it contracts with, a Recruiting Fee in exchange for introducing a qualified Candidate that the Employer hires.

"Job Order" means a contract for Healthcare Recruiting services between an

Employer and Consulting Company, and/or any specific Business Owner Consulting Company has contracted with to support Salesperson.

"Recruiting Fee" means the specific amount of money that will be paid by an Employer upon hiring of a Candidate as specified in a Job Order to Consulting Company, and/or a designated Business Owner that Consulting Company has contracted with to support Salesperson.

"Cash-In" means the net amount of money received by a Business Owner or Consulting Company after any Recruiting Fee proceeds are distributed, yet prior to payment of any monies owed to Consulting Company and Salesperson.

"Candidate Placement" means the hire of a Candidate, by an Employer, resulting in a Recruiting Fee.

"Contact Management Software" means the server based software that Consulting Company, Business Owners, and Salesperson, use to track Candidates, Employers, Job Orders and all Healthcare Recruiting transactions, and Recruiting Fees.

WITNESSETH

WHEREAS, Consulting Company represents a program for providing Healthcare Recruiting services to healthcare Candidates and Employers, and trains and consults with Business Owners in providing Healthcare Recruiting services; and

WHEREAS, Consulting Company markets a "Heavy-Hitter" Program for a fee of twenty-nine thousand five hundred dollars (\$29,500) whereby Consulting Company teaches qualified individuals how to operate, build and manage their own Healthcare Recruiting business; and

WHEREAS, Consulting Company and Salesperson wish to enter into a contract whereby Consulting Company will provide Salesperson with Healthcare Recruiting sales training, support, recruiting leads and operations support, in exchange for forty-five percent (45%) of Recruiting Fees generated by Salesperson's efforts and received by Business Owner or Consulting Company; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereby contract and agree as follows:

- 1) Purpose. The purpose of this Agreement is to define the relationship between Consulting Company and Salesperson as that of two separate entities contracting for specific services and fees. It is also the purpose of this Agreement to set forth certain restrictions upon the: (i) exchange of confidential information held by Consulting Company; and (ii) the use of confidential information held by Consulting Company.
- 2) Services. Consulting Company shall furnish to Salesperson Healthcare Recruiting training and support services in exchange for ten percent (10%) of Recruiting Fees. Salesperson agrees to use his/her best efforts to perform Healthcare Recruiting services through the provision of telephone, personal contact, email, and contact management software.

- 3) Mutual Agreements. The parties, in consideration for their respective promises herein expressed, make the following further agreements:
- a) Consulting Company shall provide Salesperson with two weeks of remote training via a structured curriculum of Internet based training, teleconferencing sessions, manual review, interactive media presentations, and other forms of training in providing Healthcare Recruiting services to healthcare Candidates and Employers as developed by Company.
 - b) Consulting Company shall furnish Salesperson with support in providing Healthcare Recruiting services, when requested and as needed, via Internet, email, or telephone.
 - c) Consulting Company shall furnish Salesperson with access to Healthcare Recruiting training materials.
 - d) Salesperson shall notify Consulting Company whenever one of the following events occurs by promptly noting the event in contact management software:
 - i) Salesperson receives a resume
 - ii) Salesperson receives a Job Order
 - iii) Salesperson schedules an interview for a Candidate with an Employer
 - e) Consulting Company or a specific Business Owner that Salesperson contracts with will make all final decisions regarding Candidate interviews, which Job Orders to work, which Candidates to call, the Healthcare Recruiting sector to work, and all matters as they relate to Healthcare Recruiting operations.
 - f) Salesperson will send all email correspondence to Candidates, Employers, Consulting Company and Business Owner through an email address provided by Consulting Company or Business Owner with the domain of same in the email address. All interactions with Candidates and Employers will be documented by Salesperson in Contact Management Software.
 - g) Salesperson will commit to working a minimum of thirty (30) hours per week and making a minimum of 300 calls per week.
 - h) Consulting Company or an assigned Business Owner will provide Salesperson with sufficient Healthcare Recruiting Candidate and Employer contacts/leads.
 - i) Consulting Company or an assigned Business Owner will assist Salesperson in closing Healthcare Recruiting transactions.
 - j) Salesperson will not at any time have access to Consulting Company's or a Business Owner's research software tools.
 - k) Salesperson shall utilize web-based contact management software recommended by Business Owner and pay the manufacturer's monthly fee, currently fifty dollars (\$50) per month. If Salesperson opts to instead

utilize Microsoft Excel and Outlook to manage Candidates and Employers at no cost, Salesperson agrees to provide Consulting Company and/or Business Owner with required reports and provide access to Salesperson's computer for review via GoToMeeting, at any time.

- 4) Restrictions. The parties agree to the following restrictions:
- a) Salesperson understands that upon completion of initial two week training period, Salesperson must form a corporation that Salesperson is sole shareholder of, and enter into an Agreement directly with Business Owner.
 - i. The only exception shall be acceptance of the Addendum attached to this Agreement.
 - ii. If Salesperson fails for any reason to form a corporation and enter into an Agreement with Business Owner, all terms and conditions of this Agreement will remain in full force and effect.
 - b) Salesperson understands that Consulting Company will never accept Salesperson as a Business Owner at any point in the future, under any circumstances, unless Addendum is executed at time of signing agreement.
 - c) Should this Agreement be terminated, Salesperson agrees not to be involved with any kind of recruiting or Healthcare Recruiting enterprise for a period not less than twenty-four (24) months from said termination.
 - d) Salesperson agrees to be bound by all policies and procedures enacted for all Salespersons for ethical conduct by Consulting Company.
 - e) All materials furnished by the Consulting Company are copyrighted. Except for Salesperson's sole and exclusive use in conjunction with providing Healthcare Recruiting services in conjunction with Consulting Company, the materials shall not be sold or otherwise transferred to any other individual or entity whatsoever, and the contents shall not be disclosed to any third party without prior written permission from Consulting Company.
 - f) Salesperson agrees not to market any kind of similar training program to teach individuals for a fee how to provide recruiting services, whether healthcare, medical, or any other industry for a period of twenty-four (24) months from the date of termination of this agreement.
 - g) Salesperson shall not tape record, videotape, or digitally document any portion of Consulting Company's Healthcare Recruiting training.
 - h) Salesperson is not an employee or representative of Consulting Company in any way.
 - i) Salesperson will not be involved with any recruiting transactions, healthcare or otherwise, where a Recruiting Fee is not paid directly to Business Owner and/or Consulting Company.
- 5) Confidential Information. Consulting Company is the owner of certain confidential and proprietary information and trade secrets, including

lists of current Candidates, Employers, customers, companies, hiring authorities and Business Owners, as well as potential Candidates, Employers, customers, companies, hiring authorities and Business Owners, that Salesperson may contact in the performance of Salesperson's responsibilities associated with this Agreement (hereinafter the "Confidential Information"). It is understood and agreed that the Confidential Information, information derived from the Confidential Information, and any other information generated by Consulting Company or Salesperson in the performance of this Agreement is and will remain the exclusive property of Consulting Company. It is further understood and agreed that Salesperson shall be entitled or allowed to access, view, learn of and use Confidential Information or marketing information belonging to Consulting Company. Salesperson agrees that it will not use, publish or otherwise disseminate said information without Consulting Company's permission. In the event of termination of this agreement, Salesperson shall immediately return any copies of the information to Consulting Company or, at the election of Consulting Company, shall immediately destroy any such copies, however stored.

- 6) Salesperson is an Independent Contractor until Salesperson incorporates and contracts directly with a Business Owner. In the performance of services by Salesperson pursuant to the terms of this Agreement, Salesperson acknowledges and agrees that Salesperson shall at all times during Initial Training be acting as an Independent Contractor or upon incorporating and contracting with a Business Owner, as a corporation, and the relationship between the parties hereto shall not at any time be deemed to be that of an employer/employee relationship. Salesperson is not authorized to act on behalf of Consulting Company, and may not bind Consulting Company or purport to bind Consulting Company to any obligation. Salesperson shall comply with all applicable provisions of the law and other rules and regulations applicable to Salesperson's business. Salesperson acknowledges and agrees that during and after Initial Training that Consulting Company will not deduct and withhold from payments to Salesperson any Federal Insurance Contributions Act ("FICA") taxes or any federal income taxes, nor will it pay on behalf of Salesperson any FICA taxes or Federal Unemployment Tax Act ("FUTA") taxes. Salesperson acknowledges and agrees that it will be the sole responsibility of Salesperson to, and Salesperson will, pay all applicable income and employment taxes, Self-Employment Contribution Act ("SECA") taxes as well as any other required tax payments that are owed by Salesperson. Salesperson acknowledges and agrees that, Salesperson is not entitled to any rights or benefits normally afforded to employees of Consulting Company whether present or future, including but not limited to any retirement plan benefits, any vacation time, any sick pay, any worker's compensation benefits, any unemployment compensation benefits, or any other fringe benefit afforded employees of Consulting Company. Salesperson agrees to indemnify and hold Consulting Company harmless from and against any and all employment tax liabilities, including, but not limited to, federal and state income tax withholding, FICA taxes, and FUTA taxes assessed against Consulting Company as a result of the reclassification of Salesperson and/or Salesperson's corporation by the Internal Revenue Service or any other governmental or administrative agency or authority as employees of Consulting Company.
- 7) Reporting and Discovery. **Salesperson agrees to furnish Consulting Company with copies of its phone records, bank documents, and tax records upon request by Consulting Company, and furnish Consulting Company with remote**

access to Salesperson's computer(s) via GoToMeeting, web meeting, or a similar remote access service at Consulting Company's specification.

- 8) Liquidated damages. In the event it is determined by a court of law or arbitrator that Salesperson has breached this Agreement in the areas of disclosing Confidential Information or violating the non-compete provisions of this agreement, Salesperson agrees to pay liquidated damages in the amount of Fifty Thousand Dollars (\$50,000) to Consulting Company.
- 9) Term. This Agreement shall continue for a period of two (2) years unless earlier terminated as provided in this agreement. The foregoing notwithstanding, if this Agreement has not been terminated prior to the Expiration Date, the term hereof shall be extended automatically, without any further action being required of either party, for one (1) year and shall continue to be renewed for successive one (1) year periods unless and until this Agreement is terminated as provided herein.
- 10) Assignment. This agreement may be assigned by Consulting Company. Salesperson is not able to assign agreement.
- 11) No Solicitation of Consulting Company's Employees, Clients, Business Owners, Employers or Candidates. For the duration of this Operating Agreement with Consulting Company, and for a period of twenty-four (24) months after the termination of such agreement, Salesperson shall not solicit, recruit, employ, or endeavor to employ or hire any individuals who, during the last six months prior to termination of this Agreement, worked for Consulting Company either as an employee or as an independent contractor, was a business client, hiring authority, Business Owner, Employer or Candidate of Consulting Company.
- 12) Covenant Not to Compete. During the period of this agreement and for a period of twenty-four (24) months commencing on the date of termination of this agreement with Consulting Company, Salesperson will not, directly or indirectly, in association with or as a stockholder, director, officer, Salesperson, employee, partner, joint venturer, member or otherwise of any person, firm, corporation, partnership, association, or other entity, engage in Healthcare Recruiting, general recruiting, or any conduct that is directly or indirectly competitive with any business actually conducted by Consulting Company, including marketing or selling a healthcare recruiting, or general recruiting, business opportunity, franchise or training program.
- 13) Other Terms Relating To Restrictions. Salesperson expressly agrees that the character, duration, and geographic scope of the restrictive covenants are reasonable in light of the circumstances as they exist on the date hereof. If a court of a competent jurisdiction subsequently determines that the character, duration, or geographic scope of such provisions is unreasonable, then it is the intention and the agreement of the Salesperson and Consulting Company that this Covenant shall be construed by the court in such a manner as to impose only those restrictions on Salesperson's conduct that are reasonable in light of the circumstances as they exist at that time.
 - a) The restrictions, restraints, and limitations imposed upon Salesperson in this Agreement (collectively the "Restrictions") apply to actions by Salesperson, its officers, employees, directors, stockholders, partners, joint ventures, associates, owners, representatives,

principals, agents, salesmen, servicemen or individuals in similar capacities with Salesperson.

- b) If Salesperson shall be in violation of any of the Restrictions, the time limitation therefore shall be extended for a period of time equal to the period of time during which such breach or breaches occurred. If Consulting Company shall be required to seek relief in any court or other tribunal, then the Restrictions shall be extended for a period of time equal to the duration of such proceedings, including appeals, and excluding any periods during which the court or other tribunal has ordered Salesperson to honor the Restrictions and Salesperson has complied with such order.
 - c) Restrictions that apply after the termination of Salesperson's agreement with Consulting Company apply whether the termination of this agreement is initiated by Salesperson, Consulting Company, or by mutual consent, and whether it is with or without cause.
 - d) Salesperson acknowledges that monetary damages alone will not adequately compensate Consulting Company in the event of a breach by Salesperson of the Restrictions. Therefore, in addition to all remedies available to Consulting Company in the event of a breach by Salesperson of the Restrictions, Salesperson agrees to submit to any interim restraints and permanent injunctive relief for the enforcement thereof.
- 14) Arbitration. Any controversy or claim arising between the parties with respect to disputes relating to this Agreement shall be resolved by binding arbitration. This agreement to arbitrate shall continue in full force and effect despite the rescission or termination of this Agreement. All arbitration shall be undertaken pursuant to the Federal Arbitration Act, and the decision of the arbitrator(s) shall be enforceable in any court of competent jurisdiction. The parties knowingly and voluntarily waive their rights to have their dispute tried and adjudicated by a judge or jury. The arbitrator(s) shall apply the law of Missouri and the arbitration shall be held in or within 25 miles of St. Louis, Missouri, as determined by the parties, or if they do not agree, by the arbitrator(s).
- a) Any party may demand arbitration by sending written notice to the other party. The arbitration and the selection of the arbitrator(s) shall be conducted in accordance with such rules as may be agreed upon by the parties, or, failing agreement within 30 days after arbitration is demanded, under the Commercial Arbitration Rules of the American Arbitration Association, as such rules may be modified by this Agreement. In any dispute that involves more than \$100,000 in damages, three arbitrators shall be used.
 - b) The costs of arbitration, but not the costs and expenses of the parties, shall be shared equally by the parties. If a party fails to proceed with arbitration, unsuccessfully challenges the arbitration award, or fails to comply with the arbitration award, the other party is entitled to costs, including reasonable attorney's fees, for having to compel arbitration or defend or enforce the award. Except as otherwise required by law, the parties and the arbitrator(s) shall maintain as confidential all information or documents obtained during the arbitration process, including the resolution of the dispute.

- c) Notwithstanding the above, Salesperson recognizes that Consulting Company may desire to seek emergency, provisional, or summary relief (including temporary injunctive relief) to enforce the provisions of this Agreement relating to protection of Confidential Information or other restrictions. Consulting Company may seek such relief, provided, however, that, immediately following the issuance of any emergency, provisional, temporary injunctive or summary relief, any judicial proceedings shall be stayed (and each party shall consent to such stay) pending arbitration of all underlying claims between the parties.
- 15) Termination. In the event of a material breach by either party of any material agreement, covenant, or obligation under this Agreement, the non-breaching party shall have the right to terminate this Agreement by giving the other party five (5) days' prior written notice of such termination.
- 16) Remedies. Salesperson agrees that the covenants contained in this Agreement are reasonable and necessary to protect and preserve the interests and property of Consulting Company; and that irreparable loss and damage will be suffered by Consulting Company should Salesperson breach any covenant in this agreement. Therefore, Salesperson agrees and consents that, in addition to all the remedies provided at law or in equity, Consulting Company shall be entitled to a temporary restraining order and temporary and permanent injunctions to prevent a breach or threatened breach of any covenant included in this agreement. The existence of any claim, demand, action or cause of action of Salesperson against Consulting Company shall not constitute a defense to the enforcement by Consulting Company of any of the covenants or agreements herein.
- 17) Invalid Provisions and Severability. The invalidity or unenforceability of any one or more of the particular provisions of this Agreement shall not affect the enforceability of the other provisions hereof, all of which are inserted conditionally on their being valid in law. In the event one or more provisions contained shall be invalid, this Agreement shall be construed as if such invalid provision had not been inserted, provided that if such invalidity shall be caused by any value, any price, the length of any period of time or the scope of activities set forth in any provision hereof, such value, price, period of time or scope shall be considered to be adjusted to a value, price, period of time or scope that would cure such invalidity. The parties hereto agree that the covenants and obligations contained in this Agreement are severable and divisible, that none of such covenants or obligations depend on any other covenants or obligations for their enforceability, that each such covenant and obligation constitutes an enforceable obligation between Consulting Company and Salesperson, that each such covenant and obligation shall be construed as an agreement independent of any other provision of this Agreement, and that the existence of any claim or cause of action by one party to this Agreement against another party to this Agreement, whether predicted on this Agreement or otherwise shall not constitute a defense to the enforcement by any party of any such covenants or obligations.
- 18) Waiver. The waiver of any provisions of this Agreement by any party to this Agreement shall not be effective unless in writing, and no such waiver shall operate or be construed as a waiver of the same type of breach or any other breach on a subsequent occasion.

19) Entire Agreement. This Agreement embodies the entire agreement of the parties on _____, 2011, the subject matter herein. No amendment or modification of this Agreement shall be valid or binding upon Consulting Company or Salesperson unless made in writing and signed by the parties hereto. The parties agree that all prior understandings and agreements relating to the subject matter of this Agreement, to the extent such prior understandings and agreements are inconsistent with this Operating Agreement, are hereby expressly nullified.

20) Survival. The parties hereto acknowledge and agree that the provisions of this Agreement that are necessary or desirable to enforce or interpret the terms hereof shall specifically survive the termination of this Agreement.

21) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

WHEREFORE, Consulting Company has executed and delivered, and Salesperson has executed and delivered, this Agreement, under seal, as of the date first shown above.

Zeal Sales, Inc.

By: _____
Title: _____
Consulting Company

Salesperson: _____

Signature: _____

Date: _____

Addendum

At time of signing of Agreement, Salesperson may exercise Addendum to pre-pay a portion of the ten percent (10%) commission that Consulting Company receives and retain additional options.

In exchange for a payment of twenty-five hundred dollars (\$2,500) paid at the time of signing this Agreement, the following adjustments will be made and/or Salesperson shall receive:

- Fifty percent (50%) of all Recruiting Fees until a gross of Fifty Thousand (\$50,000) in Recruiting Fees has been generated by Salesperson, for a net increase of twenty-five hundred (\$2,500) in commissions paid to Salesperson.
- Salesperson will not be assigned to a Business Owner directly and instead will work with Consulting Company and different recruiting projects with different Business Owners for one (1) year.
- At any time from the signing of Agreement and Addendum, until one (1) year afterward, Salesperson may elect to pay the necessary costs and become a Business Owner themselves.

All other terms of Agreement remain in effect.

Addendum must be executed at time of Agreement and delivered to Consulting Company with appropriate funds.

Zeal Sales, Inc.

By: _____
Title: _____
Consulting Company

Salesperson: _____

Signature: _____

Date: _____