

## IT/Web Services Representative Agreement Terms and Conditions

### 1. TERM AND TERMINATION.

- (a) The term of this agreement will begin on Effective Date for a period of 1 (one) year or until terminated by either party in accordance with subsection (b) or by law. The period during which the Representative is contracted under this agreement is referred to as the “**Contract Period.**” There will be an automatic renewal of a 1 (one) year term.
  
- (b) Either party may, at any time, with or without cause, terminate this agreement by giving 90 days’ written notice to the other party. If requested by the Company, the Representative shall continue to render his services pursuant to this agreement during this notice period, and will be paid his regular compensation until the last day of the Representative’s employment (the “**Termination Date**”). Any amounts outstanding or owed by the Representative to the Company may be deducted from this severance allowance.
  
- (c) **Immediate Termination:** If the Representative at any time shows up to work under the influence of alcohol or drugs will be grounds for immediate termination.

This Agreement may be terminated by the Company as follows: (i) at any time during the term of this Agreement if Representative fails to meet his then-applicable Sales Quota; (ii) at any time if Representative engages in behavior that, in the Company’s reasonable determination, is materially detrimental to the Company or its business reputation; (iii) at any time if Representative becomes insolvent or bankrupt, or files a voluntary petition in bankruptcy, or has filed for an involuntary petition in bankruptcy; or (iv) at any time following the end of a 15-day cure period if Representative fails to cure any breach of a covenant, commitment or obligation under this Agreement within 15 days after receipt of written notice from the Company of such breach.

This Agreement may be terminated by Representative as follows: (i) at any time if the Company becomes insolvent or bankrupt, or files a voluntary petition in bankruptcy, or has filed for an involuntary petition in bankruptcy.

Following the termination or expiration of this Agreement: (i) Representative shall discontinue all sales promotion and distribution of the Products in the Territory; (ii) Representative will not be entitled to any commissions on sales of the Products that are sold in the Territory after the effective date of termination or expiration of this Agreement; and (iii) the Company and Representative will undertake in good faith to reconcile all matters pertaining to commission and other amounts, if any, owed by either party to the other party up to the effective date of termination or expiration and will settle accounts between them (including without limitation (a) the payment of all commissions and (b) the return of all Company owned property (both in accordance with this Agreement)) not later than 15 (fifteen) days after the effective date of expiration or termination of this Agreement.

## 2. COMPENSATION.

The Representative will be compensated for his services as follows:

- (a) **Monthly Commission Payment.** See EXHIBIT C
- (b) **Withholding.** Representative is responsible for all taxes in association with the compensation provided.
- (c) **Other Compensation.** There is no other compensation unless authorized by the CEO or COO.

## 3. OTHER OR COMPETING BUSIENSS.

The Representative shall reasonably devote all of his time and attention solely to the Company's business and interest. During the Period, the Representative may not engage, directly or indirectly, in any other business activity, regardless of whether it is pursued for gain or profit that directly conflicts with the Company's line of business. Nothing in this section 4 limits the Representative's right to invest his money in real estate or in other companies if that investment does not oblige the Representative to assist in the operation of the affairs of those companies.

## 4. WORKING AMENITIES.

The Representative shall have access to all facilities and services suitable to his position and appropriate for the performance of his duties.

## 6. REPRESENTATIVE'S OBLIGATIONS

In addition to any and all covenants, duties and obligations of Representative set forth elsewhere in this Agreement, Representative agrees during the term of this Agreement:

- 6.1 To use his best efforts to promote the sale of the Products throughout the Territory;
- 6.2 To use his best efforts to meet the sales quotas set forth on **Exhibit D**;
- 6.3 If applicable and except as covered by Exhibit C, to bear all costs and liabilities relating to the conduct of his business, including but not limited to the cost and expense of providing and maintaining his place of business, the wages of his employees, the payment of commissions or other compensation to his agents or independent contractors, and his expenses incurred for or in connection with his performance under or breach of this Agreement;
- 6.4 To refrain from making any representations or warranties in respect of the Products, except: (i) those representations and warranties authorized in writing by the product manufacturers, in the form of brochures, memorandums, press releases, advertisements, specification sheets, or

correspondences, and (ii) verbal technical assistance that Representative may receive from the Company which was subsequently confirmed in writing by Representative;

6.5 To promote the Products in strict adherence to (i) regulatory and professional requirements, and all applicable laws, rules, guidelines and regulations.

6.6 That the Representative has read and understands the Company's policies and business practices, including but not limited to those set forth in all Company training information and sales literature, as amended from time to time ("Policies and Procedures"); and that he acknowledges that any violation of the Policies and Procedures by him or any of his employees, sales associates, independent contractors and/or agents ("Representative's Agents") shall constitute a material breach of this Agreement;

6.7 To render reasonable assistance to the Company, at the Company's request and expense, in the defense of any and all Liabilities (as defined below);

6.8 To refrain from disparaging the Company or employees, or from otherwise injuring the reputation and good standing of the Company and its employees;

6.9 To not, directly or indirectly, solicit or make any sale of the Products outside the Territory without the prior written approval of the Company;

6.10 To assist the Company, on request, in ascertaining the credit standing of and in collecting receivables from any healthcare facility;

2.11 To attend all sales meetings, training sessions, seminars, trade shows and the like for which the Company reasonably requests attendance;

6.12 To immediately notify the Company prior to any physician, hospital or any other health care supplier or provider who is in a position to refer or recommend the use of Products (a "Health Care Provider") acquiring an equity, profit or similar interest in the Representative. A breach of this Section 2.13 shall constitute a material breach of this Agreement;

6.13 To deliver all Products using documented procedures for handling, storage, packing, preservation, and delivery of such Products;

6.14 To promptly notify the Company in writing of the following: (i) any serious regulatory action relating to the Products; (ii) any material complaints regarding the Products; or (iii) any adverse incidents that may be subject to FDA's (Food and Drug Administration as hereinafter defined "FDA") Medical Device Reporting regulation;

6.15 To comply with recalls or general corrective actions as directed by the Company;

6.16 That in the course of performing the services contemplated by this Agreement, that he has not nor will he use in any capacity the services of any person who has been debarred or disqualified by the FDA pursuant to the Generic Drug Enforcement Act of 1992 or any other

equivalent or successor statutes, rules or regulations and that he will promptly (i) notify the Company in writing if he becomes aware that he or any person providing services pursuant to this Agreement has been debarred or disqualified or proceedings have been initiated with respect to any debarment or disqualification, and (ii) certify in writing that he has not been barred or disqualified as set forth above nor has he used the services of any such person in any capacity in performing the services contemplated by this Agreement; and

6.17 That the Representative shall keep proper records on a form approved by the Company of all Products in his possession, including the names of healthcare facility purchaser, the quantities purchased, the part numbers and the lot numbers of the Products purchased and the price for which such Products were sold. Upon one (1) day's notice from the Company, the Representative shall give the Company access to such records (including sending a copy of such records to the Company if requested by the Company) and shall permit representatives of the Company to inspect such records on Representative's premises if so requested by the Company.

6.18 To not interfere with the sales of the Product by the Company in the Territory, which includes but is not limited to having ownership interests, direct or indirect, in enterprises that may conflict with the interests of the Company.

6.19 To report weekly by Sunday night at 5pm the previous weeks activities and the following weeks proposed activities.

6.20 To maintain RepTrax or any such similar system that is required with the education option and all required courses as referenced in **Exhibit E**. Submission of completed education courses certificates shall be submitted to the Company within 30 days of contract execution and updated as required.

6.21 To maintain any other representative tracking as required by the Company to access facilities.

6.22 To comply with all Federal or State laws in regards to HIPPA, HITECH, Stark Law, Anti-Kickback Law, Sunshine Act, or similar.

6.23 To comply with the Companies HIPPA/HITECH/Omnibus Rule requirement for security and privacy. Company will provide guidelines for compliance.

## **7. COMPANY'S DUTIES AND OBLIGATIONS**

In order to assist Representative in fostering the promotion and sale of the Company's Products, the Company agrees:

7.1 To reasonably assist Representative with advertising material, displays, catalogues, and literature;

7.2 To provide Representative with new Product information and reasonably assist Representative in promotional activities;

7.3 To provide Representative with reasonable technical assistance, through sales seminars, meetings and training programs; and

7.4 To comply with all applicable laws in connection with the performance of its duties under this Agreement.

## 8. QUOTATIONS, ORDERS AND PAYMENT BY CUSTOMERS

8.1 Representative will make price quotations in respect to the sales of the Products only at prices determined by the Company at the time of order as accepted by the Company. All orders or other opportunities for the Company's services obtained by the Representative shall be obtained on behalf of and solely for the account and benefit of the Company.

8.2 Sales orders generated by Representative will be submitted on a form approved by the Company's product manufacturer. If Representative receives any order for Products, it will promptly forward such order to the Company. The Company will have the right at any time to reject any order in whole or in part. On request of the Company, Representative will not sell Products to a healthcare facility purchaser placed on credit hold by the Company's product manufacturer.

8.3 Representative shall not be entitled to authorize any credits, discounts or allowances or accept any returns. Representative will have the right to request the Company to issue credits, make discounts or allowances and/or accept returns of the Products. The Company shall use its sole discretion in determining whether to grant Representative's request. In the event that the Company issues credits, make discounts or allowances and/or accept returns of the Products, the Company shall be entitled to unilaterally deduct from the commission paid to the Representative such credit, discount, allowance or return.

## 9. COMMISSIONS

9.1 Except as set forth in this Agreement, starting on the Effective Date ( as defined below), Company will pay to Representative a commission at the rate specified in **Exhibit C** on the Company's Net Sales (as defined below) of Products in the Territory that were generated by the Representative in accordance with this Agreement. For purposes of this Agreement, the terms "Net Sales" shall mean, for any period, the price of the Product received by Company's product manufacturer, less deductions for: (i) normal and customary quantity and/or cash discounts, including, without limitation, those granted on account of price adjustments, rebates actually allowed and taken, administrative or other fees or reimbursements or similar payments to buying groups, health care insurance carriers or other institutions, and chargebacks; (ii) customs or excise duties or other duties directly imposed and related to the sales making up the price; (iii) any rebates or similar payments made with respect to sales made; and (iv) sales and other taxes, duties, freight costs, and insurance costs directly related to the sale of Products, to the extent that such items are included in the price (v) any administrative costs, marketing costs, production costs, or similar as adjusted by the Company.

9.2 If new product lines are added to the Product list the commission rate related to such new Product shall be set forth on **Exhibit C** attached hereto. The Company shall have sole decision-making authority in connection with establishing commission rates for product lines added to the Product list after the Agreement Date.

9.3 The Representative agrees to promptly submit an invoice and/or contract to the Company in connection with each sale and that all such invoices for payment shall be completed satisfactorily in the Company's sole discretion.

9.4 During the term of the Agreement, all base draws ("Advances") or commissions will be paid out according to Exhibit C. Any commissions paid on outstanding accounts receivable at the close of the month that exceed the payment terms of net 90 days will be deducted from the Representative's outstanding commission or invoiced to Representative pursuant to Section 5.6. Upon collection of past due accounts commissions will be re-paid to the Representative.

9.5 Commission checks will be accompanied by a report, which shows all activity for those customer accounts in the Territory for which commissions have been earned by Representative.

9.6 In the event that the Company has previously paid Representative commissions on sales to a facility whose account is subsequently entitled to a credit, for returns or otherwise, and sufficient commission is not available to deduct the credit within the period, the Company will submit an invoice and a written explanation containing the reasons why the Company is entitled to reimbursement by Representative of any portion or all of the commission previously paid to Representative. Further, at the termination of this Agreement, if the amount of Advances paid to Representative exceeds commissions earned at the time of termination, Representative agrees to reimburse Company for such Advances. Representative agrees to pay all properly invoiced amounts within 30 days of receipt of said invoice.

9.7 The Company will have no liability whatsoever to Representative for commission payments for the Company's rejection of all or part of any order.

9.8 Company shall not be liable for expenses, draws or other payments unless Representative receives advanced written approval by the Company.

## 10. SALES OBJECTIVE

10.1 The Company will establish sales objectives ("Sales Quota") for a particular period for Products to be sold by the Representative within the Territory as measured in dollar volume. Such Sales Quotas shall be set forth on **Exhibit D** attached hereto. In the event that Sales Representative fails to meet the Sales Quotas established in **Exhibit D**, the Company may, at its option, terminate the Agreement by giving thirty (30) days notice specifying the reason for the termination. Should Representative, prior to the termination date, cumulatively achieve the Sales Quota as described in **Exhibit D** (by satisfying the deficiency from the previous Sales Quota Period in addition to achieving the pro-rata share of the current Sales Quota period), then such termination notice shall have no force or effect.

10.2 If new product lines are added to the Product list an additional quota will be established by the Company and such quota shall be set forth on **Exhibit D**.

## **11. RELATIONSHIP OF PARTIES**

11.1 It is understood and agreed that the Representative is an independent contractor and not an employee, agent, or partner of the Company, and that the Representative has no authority, express or implied, to make any representations, commitments, warranties or binding orders or agreements on behalf of the Company. Representative shall be fully responsible for all federal, state and local taxes and withholding associated with the services performed by him and commissions paid to him, pursuant to this Agreement. Representative declares that he is: (a) free from control over the direction over the performance of services rendered to or for Company, both in contract and in fact; (b) such services are rendered outside of all places of business of the Company; (c) and Representative is engaged in an independent trade, occupation, profession, or business.

## **12. COMPLIANCE WITH LAWS AND REGULATIONS; NO CONFLICTS; DUE AUTHORIZATION**

12.1 Nothing in this Agreement shall require either party to take any action that would violate any governmental regulation or law to which either of them is subject. Representative shall, at his sole cost and expense, obtain in the Territory such governmental approvals, licenses or permits as may be necessary to effectuate the purposes of this Agreement, and shall comply with all federal, state and local laws, regulations and rulings having jurisdiction over Representative's business, in respect of the sale of the Products.

12.2 The Representative certifies that during the term of this Agreement that neither he nor any Representative Agent nor any immediate family member of him or any Representative Agent shall have any financial relationship with any Healthcare Provider. For purposes of this certification, "financial relationship" includes, but is not limited to, any cash or other benefit granted to any Healthcare Provider including, but not limited to, an equity, profit-sharing or similar interest in the Representative, gifts that are not in compliance with the law, or loans or cash advances of any kind.

12.3 The Representative hereby represents and warrants to the Company that neither the execution of this Agreement by the Representative nor the performance of this Agreement by the Representative (i) violate any order, judgment or injunction applicable to the Representative or (ii) conflict with or breach any agreement to which the Representative is a party or by which the Representative is bound.

12.4 Representative acknowledges that Company and Representative are obligated by state and federal law not to engage in any unfair or misleading business and sales practices and Representative agrees to conduct his services in compliance with all applicable law and regulations.

12.5 Company and Representative shall not engage in, encourage, promote, discuss, utilize, expect, require, anticipate, or condone, in any manner, shape, or form solicitation, bribery, payment by gift or otherwise to any individual, entity, or government to secure any project or information. Company and Representative may terminate this Agreement should either party have a good faith belief that the party or its agents, associates, partners or employees engage in such conduct.

12.6 Will, as required by the Physician Payment Sunshine Act or any similar law, provide the Company, on a quarterly basis, or at any other reasonable intervals as requested by the Company, with the details of all transfers of value made by Representative to covered recipients related to the sale and marketing of the Products. The Representative shall indemnify and hold Company harmless for any intentional failure of the Representative to provide accurate and timely reports of transfers of value as required by the Company.

12.7 Will, at his sole expense, comply with any hospital vendor credentialing requirements.

12.8 The manner in which Representative will perform the Services and carry out his obligations under this Agreement is at his sole discretion, provided that such performance is: (a) consistent with all federal, state and local laws and regulations, including, but not limited to, the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the federal Stark Law (42 U.S.C. § 1395nn) and all regulations of the U.S. Food and Drug Administration (“FDA”); (b) consistent with the Company’s then-current policies and rules, as may be amended from time-to-time, and communicated to Representative (such policies and rules, together with the Handbook, being the “Policies”); and (c) in accordance with the AdvaMed Code of Ethics on Interactions with Health Care Professionals.

### **13. INDEMNIFICATION AND INSURANCE**

13.1 Representative shall indemnify, defend and hold harmless the Company, and its officers, directors, employees, affiliates and agents (the “Company Indemnitees”) from all claims, damages, losses, costs and expenses (including reasonable attorney’s fees) (the “Liabilities”), which any Company Indemnitee may incur to the extent that such Liabilities arise out of or result from: (i) any representation or warranty given by Representative with respect to the Products (other than the descriptions permitted in accordance with this Agreement), (ii) the manufacture, use or sale of any product that is not supplied by Company, but is sold or combined with a Product, (iii) the breach of any representation, warranty, or covenant of the Representative contained in this Agreement; or (iv) the recklessness or willful misconduct of Representative or any Representative Agent.

13.2 Company shall indemnify and hold harmless Representative and Representative’s Agents from all Liabilities related to the reckless or willful misconduct of the Company.

13.3 The party seeking indemnification hereunder (the “Indemnified Party”) shall: (i) give the other party (the “Indemnifying Party”) notice of the relevant claim, (ii) cooperate with the Indemnifying Party, at the Indemnifying Party’s expense, in the defense of such claim and (iii)



give the Indemnifying Party the right to control the defense and settlement of any such claim, except that the Indemnifying Party shall not enter into any settlement that affects the Indemnified Party's rights or interest without the Indemnified Party's prior written approval. The Indemnified Party shall have no authority to settle any claim on behalf of the Indemnifying Party.

13.4 During the term of this Agreement, both parties agree to maintain such insurance as will reasonably cover its respective obligations pursuant to this Agreement. Upon the request of either party, a party shall provide the other party with certificates of insurance demonstrating such insurance described above, and if either party, in its sole discretion deems the other party's level of insurance coverage or carrier to not be adequate, the party shall remedy such deficiency within 30 days.

## **11. CONFIDENTIAL INFORMATION/COVENANT NOT TO COMPETE**

11.1 Representative recognizes that he will have access to, and that there will be disclosed to him during the term of this Agreement, information of a confidential or proprietary nature owned by the Company, directly or indirectly, including, but not limited to, financial affairs, advertising, promotional, sales and descriptive materials, together with records, data, formulae, specifications, inventions, processes, methods and customer lists, all of which are confidential information or trade secrets ("Confidential Information") and all of which have great value and are a substantial basis and foundation upon which Company's business is predicated. Representative shall not, during the term of this Agreement and following the termination of this Agreement, for any reason, directly or indirectly use, permit others to use, disclose, divulge or communicate to any person, firm or entity any Confidential Information. The parties hereto stipulate that as between them the same are important, material, confidential and gravely affect the effective and successful conduct of Company's business. Immediately following the termination of this Agreement for any reason, Representative agrees to promptly return all Confidential Information to Company whether prepared by Representative or otherwise coming into his possession or control. Representative agrees that he will not retain any written or other tangible material containing information concerning or disclosing any Confidential Information of the Company.

11.2 Non-Competition: The non-competition provisions of this Agreement are an essential and material part of the total agreement, by which the Confidant agrees it shall not use any advantages derivable from such confidential information in its own business or affairs, unless the same is done pursuant to a new agreement executed by all signatories to this document.

(a) Representative agrees that during the term of this Agreement and for a period of eighteen (18) Months following the termination of this Agreement, for any reason, Representative shall not, directly or indirectly, within a 300 mile radius of any business from any of the Company's Customers, Customer Prospects, Future Customers, or Vendors., do the following:

Engage in, or have any interest in any business, firm, person, partnership or corporation that engages in the business conducted by Company, whether as an individual,

owner, partner, shareholder, director, officer, clerk, principal, employee, agent, consultant or in any other capacity, or to sell any products which directly or indirectly compete with the Products or engage in or enter into any compensation arrangement relating to the manufacture, distribution, promotion or sale of products which directly or indirectly compete with the Products.

(b) Use, divulge or disclose to any persons, except the Company and its authorized officers and employees, customer lists, trade secrets, methods of operations, credit classifications, records, statistics, or other information acquired by Representative during the term of this Agreement in any capacity whatsoever, nor in any manner directly or indirectly aid or be a party to any acts the effect of which would tend to divert diminish or prejudice the good will or business of the Company.

(c) Solicit for employment or employ to or for the benefit or account of Representative (or to or for the benefit or account of any other person or entity) any employee or manufacturer's representative of the Company, nor shall Representative urge, directly or indirectly, any client, supplier, manufacturer's representative, customer or accounts of the Company to discontinue, in whole or in part, business with the Company or not to do business with the Company.

11.3 Representative acknowledges that the restrictions contained in this Section are reasonable in light of the Company's legitimate business interests, and that these restrictions do not unduly restrict the Representative from earning a livelihood.

11.4 The Representative acknowledges that any violation under this Section 11 may cause irreparable harm to the Company and that there is no adequate remedy at law for such violation. The Representative therefore agrees that the Company shall be entitled to an injunction by an appropriate court in the appropriate jurisdiction, enjoining the Representative from the continuance of any such violation, in addition to any monetary damages which might occur and all legal fees incurred by reason of such violation. Nothing in this Agreement shall restrict any rights that the Company may have at law or in equity with respect to matters herein nor any rights of action of the Representative to defend any such action by the Company.

11.5 The parties hereto agree that to the extent any provision or portion of this Section of this Agreement shall be held, found or deemed to be unreasonable, unlawful or unenforceable by a court of competent jurisdiction, then any such provision or portion thereof shall be deemed to be modified to the extent necessary in order that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by applicable law; and the parties hereto do further agree that any court of competent jurisdiction shall, and the parties hereto do hereby expressly authorize, request and empower any court of competent jurisdiction to, enforce any such provision or portion thereof or to modify any such provision or portion thereof in order that any such provision or portion thereof shall be enforced by such court to the fullest extent permitted by applicable law.

11.6 If Representative breaches the covenants set forth in this Section of this Agreement, Representative agrees that the time periods set forth in this Section shall be extended by the period

of time between termination of this Agreement and the date a court of competent jurisdiction enters an injunction restraining further breach of the covenant.

11.7 Representative acknowledges that the restrictive covenants contained in this Section of this Agreement are essential, independent elements of this Agreement and that, but for his agreement to comply with them, Company would not have entered into this contract.

11.8 Non-Circumvention. The Confidant hereby agrees for himself or herself, their officers, directors, agents, associates and any related parties, that they will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or parties introduced, directly or indirectly, by or through the other party, its officers, directors, agents or associates, for the purpose of avoiding the payment to the Company of profits, fees or otherwise, without the specific written approval of the Company.

At any time prior to the expiration of three years from the date of this agreement, it is expressly agreed that the identities of any individual or entity and any other third parties (including, without limitation, suppliers, customers, financial sources, manufacturers and consultants) discussed and made available by the Disclosing Party in respect of the Purpose and any related business opportunity shall constitute Confidential Information and the Recipient or any Group company or associated entity or individual shall not (without the prior written consent of, or having entered into a commission agreement with, the Disclosing Party):

- (a) directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such third party identified or introduced by the Disclosing Party; or
- (b) seek to by-pass, compete, avoid or circumvent the Disclosing Party from any business opportunity that relates to the Purpose by utilising any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.

The Recipient covenants that any financial gain made by it, or any associated party, from a breach of this clause shall be held on trust for the benefit of the Disclosing Party and then be transferred to a nominated account of the Disclosing Party, until which time such outstanding amount shall incur interest at the rate of 4% per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment and the Recipient shall pay the interest together with the overdue amount.

Clause does not effect the Disclosing Party's ability to also sue for damages.

11.9 Non-Solicitation of Customers, Customer Prospects, and Vendors. The Confidant agrees that during the term of your contract with the Company and for twenty-four (24) months and in a 300 mile radius after the termination thereof, regardless of the reason for the termination, you will not, directly or indirectly,

solicit or attempt to solicit any business from any of the company's customers, customer prospects, future customers, or vendors.

11.10 Non-Solicitation of Employees. The Confidant agrees that during the term of your contract with the Company and for twenty-four (24) months after the termination thereof, regardless of the reason for the termination, you will not, directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee or contracted representative of the Company to terminate their employment relationship with the Company.

### 13. MISCELLANEOUS PROVISIONS

13.1 This Agreement contains the entire agreement and understanding between the parties respecting the subject matter hereof, and supersedes all prior and collateral agreements and understandings, regardless of form or nature between the parties, including but not limited to any other NDA to make sure this is enforceable.

13.2 Other than as explicitly set forth in this Agreement, no extension, modification or supplement to this Agreement will be effective unless made in writing and signed by a duly authorized officer of each party.

13.3 This Agreement will be binding upon Representative, the Company and their respective successors and permitted assigns.

13.4 Any notice required, permitted or contemplated by this Agreement must be in writing, sent by facsimile, electronic mail or nationally recognized overnight carrier, addressed to the other party as set forth below, or to such other address as may from time to time be substituted therefore by notice, or delivered in person to such other party. Except as otherwise provided in this Agreement, notices sent by facsimile or electronic mail will be effective on the date that written confirmation of the transmission of the facsimile is received by the sender and notices sent by overnight carrier shall be effective on the business day following written confirmation of delivery of the notice to such carrier. For purposes of notices, the addresses of the parties will be:

If to the Company: Darren Knopp  
Strattmont Group  
Address: 3131F East 29<sup>th</sup> Street, Suite 106  
Email: darren@strattmontgroup.com  
Office: 979-314-9644  
Cell: 979-255-1207  
Fax: N/A

If to Representative: Name:  
Address:  
Email:  
Cell:

Fax:

13.5 Except as provided for in this Agreement, no delay or failure by either party to enforce or take advantage of any provision of this Agreement for non-performance or breach of any obligation hereunder by the other party, or to exercise any right hereunder, will constitute a waiver of the right of such party subsequently to enforce or take advantage of such provision or any other provisions hereof or to exercise such right or any other right hereunder, unless such waiver is in writing signed by a duly authorized officer of the party against whom the waiver is claimed to apply.

13.6 This Agreement may not be assigned by the Representative except with the written consent of the Company and any assignment that occurs without proper consent shall be deemed to be null and void.

13.7 Neither party shall be responsible for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, wars, civil disturbances, sabotage, accidents, labor disputes, governmental actions or inability to obtain labor, material, equipment or transportation, nor shall any such failure or delay give the other party any right to terminate this Agreement.

13.8 This Agreement may be executed in multiple counterparts, each of which will constitute an original, but all of which together will constitute one and the same Agreement.

13.9 This Agreement is governed by and shall be construed under the laws of the State of Texas. Both parties acknowledge and agree that the Courts of Harris County, Texas (“Harris County”) shall have exclusive jurisdiction and shall be the proper forum to adjudicate any and all claims or causes of action, including, but not limited to, complaints arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement. Should either party determine to seek judicial relief, the other party hereby consents to jurisdiction and venue in this Harris County. Both parties agree exclusively to the jurisdiction and venue of this Harris County in the event of any action involving alleged non-compliance with the Agreement or any action involving the meaning or interpretation thereof.

13.10 The Sections of this Agreement that must survive as indicated by the text and context thereof, shall survive the termination of this Agreement.

13.11 If any provision of this Agreement is rendered or declared unlawful by reason of any existing or subsequently enacted law or by decree or order of a court of last resort, the remaining provisions of this Agreement will continue in full force and effect.

13.12 Representative agrees and covenants not, at any time, to make, publish or communicate to any person or in any public forum any defamatory or disparaging remarks, comments or statements concerning Company or its business, or any of its employees, officers, and existing and prospective customers, end users, manufacturers, investors and other associated third parties.

13.13 Each party acknowledges that it has been or has had the opportunity to be represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement and both parties hereby waive any rule of construction that may require an adverse interpretation against one party due to the fact it may have drafted or contributed to the drafting of this Agreement.

13.14 If any portion of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are to be and shall be deemed severable. If any party hereto incurs any legal fees, whether or not action is instituted, to enforce the terms of this Agreement or to recover damages or injunctive relief for breach of this Agreement, it is agreed that the successful or prevailing parties shall be entitled to reasonable attorney fees, court costs, and expenses, including but not limited expert witness fees, in addition to any other relief to which it or they may be entitled.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**COMPANY:**

**REPRESENTATIVE:**

**Strattmont Group, LLC,**

a Texas limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

**EXHIBIT A**  
**PRODUCTS**

1. **General.** This Exhibit is incorporated into and made part of the Representative Agreement (“the Agreement”) between the Company and Representative (as defined in the Agreement). Any capitalized terms not defined in this Exhibit A shall have the meaning set forth in the Agreement.

2. **Products.** The Representative is responsible for applying his/her best efforts in selling and marketing the following Company products:

**All Services offer by Strattmont Group.**

3. **Additional Responsibilities of Representative.** Representative shall, as requested by the Company, assist in the ordering and procurement of custom products, either from the Company or through a third-party manufacturer.

**Right to Amend**

The Company, at its sole discretion, and with 15 days written or electronic notice, has the right to amend this Compensation.



## **EXHIBIT B**

### **LIST OF REPRESENTATIVE'S TERRITORY**

The Representative's Territory shall be as follows:

1. **General.** This Exhibit is incorporated into and made part of the Representative Agreement ("the Agreement") between Strattmont Group, LLC. and Representative (as defined in the Agreement). Any capitalized terms not defined in this Exhibit shall have the meaning set forth in the Agreement.

2. **Sales Territory.** Representative's territory is defined in terms of specific doctors, hospitals, clinics, and/or other healthcare facilities where medical treatment is administered. Inclusive of this territory are all healthcare professionals who practice surgical treatment of the spine in these specific hospitals, clinics, and/or other healthcare facilities and who, through their medical practices, are current or prospective customers of the Company.

3. **Appointment of Territory.** The Representative's territory is hereby defined as all doctors, hospitals, clinics, and/or other healthcare facilities where medical treatment for the spine is administered that are physically located inclusive of the following geographical features:

**Non-exclusive**

4. **Exclusive Territory:** Intentionally left blank

**EXHIBIT E**  
**TRAINING**

**Periodic Training as required by the Company if needed**

**Right to Amend**

The Company, at its sole discretion, and with 15 days written notice, has the right to amend Exhibit.