



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the _____ day of _____, 2002,
between **Global Marketing Resources, Inc.**, d.b.a. **Practice Opportunities™** ("Company") and

("Contractor").

- 1. Independent Contractor.** Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
- 2. Relationship.** This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the Company for any purpose. The Contractor is and will remain an independent contractor in his or her relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- 3. Duties.** The Contractor will engage in outreach to medical residents and other physicians, for the purpose of referring those residents and physicians as clients for services provided by the Company. The Contractor will report directly to the Medical Marketing Manager and to any other party designated by the Medical Marketing Manager in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Company and agreed to by the Contractor. The Contractor shall have no obligation to work any particular hours or any particular amount of hours. Company agrees that neither Company nor Company's agents or representatives shall have any right to control or direct the details, manner, or means by which Contractor accomplishes the results of Contractor's services.
- 4. Term.** This engagement shall commence upon execution of this Agreement and shall continue in full force and effect for a period of 12 months, renewable for an additional period of 12 months upon written acceptance by Company, of a written request for renewal by Contractor, received by the Company 30 days prior to the expiration of the initial 12-month period. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.
- 5. Compensation.** As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor the sum of \$1000 as a finder's fee, to be paid by check through U.S. Postal Service first class mail to the Contractor postmarked within five (5) business days following the receipt, by the Company, of a signed contract of employment acceptance from each new physician referred by the Contractor, and, upon receipt, by the Company, of any fees due as a result of the acceptance of employment by that physician. Payment of said finder's fee compensation shall not be construed to imply a relationship of employee and employer between the Contractor and the Company.
- 6. Expenses.** During the term of this Agreement, the Contractor shall be reimbursed by the Company for reasonable, pre-approved out-of-pocket expenses that are incurred in connection with the performance of the duties hereunder. Pre-approval for applicable expenses must be in writing and said written approval must be obtained for each occurrence. Notwithstanding the foregoing, expenses that are not pre-approved for reimbursement by the Company shall not be reimbursable.
- 7. Written Reports.** The Company will require confidential progress reports to be provided by the Contractor on a weekly basis for the purpose of tracking physician referrals for proper credit of finder's fees to the Contractor. These reports shall be submitted to the Medical Marketing Manager or to any other party designated by the Company. The report shall be in such form and setting forth such information and data as is reasonably requested by the Company.

8. **Non-Disclosure & Confidentiality.** The Contractor acknowledges that during the term of the Agreement he or she will have access to and become acquainted with various trade secrets, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that he or she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the term of this Agreement with the Company. All files, records, documents, information, letters, notes, media lists, original artwork/creative and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into his or her possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in his or her possession or under his or her control.
9. **Conflicts of Interest; Non-hire Provision.** The Contractor represents that he or she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering his or her duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which he or she does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of his or her productive time, energy and abilities to the performance of his or her duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company. Following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement.
10. **Right to Injunction.** The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.
11. **Termination.** Either party may terminate this Agreement at any time by 30 days written notice to the other party. In addition, if the Contractor is charged of any crime or offense, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
12. **Successors.** All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, if any.
13. **Assignment.** The Contractor shall not assign any of his or her rights under this Agreement, or delegate the performance of any of his or her duties hereunder.
14. **Choice of Law.** This Agreement shall be deemed for all purposes to have been entered into in the state of Florida. Contractor agrees it is subject to the jurisdiction of the state of Florida and waives any right to defense for lack of jurisdiction. Venue shall lie exclusively in Pinellas County, Florida. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida.
15. **Attorneys' Fees.** If the Company is required to hire an attorney or to bring suit against Contractor to enforce its rights hereunder, Company shall be entitled to recover its attorneys' fees and costs to enforce any provision in this Agreement.
16. **Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
17. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

18. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor: _____ (Name)
_____ (Street Address)
_____ (City, State, Zip)

If to the Company: Global Marketing Resource, Inc.
1415 Pinehurst Road, Suite M
Dunedin, FL 34698

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

19. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
20. **Indemnity.** Contractor agrees to indemnify and hold Company harmless from and against any and all claims by or on behalf of any person, firm or corporation, arising from the performance of his or her duties under this Agreement.
21. **Severability.** The parties hereto agree that if any provision in this Agreement is held to be invalid, illegal or unenforceable, either legislatively or judicially, such provision will be severed here from, and the remainder of this Agreement will continue to be valid and enforceable.
22. **Entire Understanding.** This document constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

The undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Global Marketing Resource, Inc.
d.b.a. *Practice Opportunities™*

By: _____
Its: _____
(Title or Position)

(Contractor's Name Printed)
By: _____
(Contractor's Signature)