

INDEPENDENT MARKETING REPRESENTATIVE AGREEMENT REVISED 4/2010

INDEPENDENT MARKETING REPRESENTATIVE AGREEMENT (“Confirmation USA Acquisitions, LLC.”), D. B. A. Doctor Dial designates /authorizes _____ whose SS# or Federal Tax ID # is _____ (hereinafter “Doctor Dial Marketing Representative”) with its//their principal place of business at _____.

Hereby agree, on the _____ day of _____ in the year _____ that they will abide by the terms set forth in this agreement and its subsequent addendum(s) for the life of this agreement.

In consideration of the mutual covenants contained herein and other good and valuable consideration, Doctor Dial and Representative hereby agree as follows.

1. DEFINITIONS

“Service Provider(s)” is defined as a Doctor Dial or companies that would provide Doctor Dial’s products and or services to their clients.

2. OBLIGATIONS OF Representative

- 2.1 Representative is an independent contractor and not an employee of Doctor Dial, and as such shall pay all of its expenses incurred in connection with its activities under this Agreement. Representative shall make no warranties or representations about Doctor Dial or its services other than those specifically authorized in writing by Doctor Dial. Representative accepts and assumes full and exclusive liability for, and shall hold Doctor Dial harmless from, the payment of all contributions for unemployment insurance or old age pensions, or annuities or any other similar payments, which are measured by the wages, salaries, or other remuneration paid to Representative or by Representative to its employees for any and all activities in connection with this Agreement. Representative hereby covenants and agrees that in dealing with customers and others, Representative and its employees will represent themselves as being independent contractors of Doctor Dial or Representative as the case may be, and will not represent themselves as being employees of Doctor Dial.
- 2.2 Doctor Dial Marketing Representative, at its sole expense, shall use its best efforts to procure customers for Doctor Dial.
- 2.3 Representative shall advise all prospective customers that any sale of Doctor Dial products and services are subject to the approval of Doctor Dial and shall not be final and/or binding until such time that Doctor Dial accepts the sale into its order processing system, which acceptance shall be at the sole and absolute discretion of Doctor Dial. Representative acknowledges and agrees that Doctor Dial shall have the right to also reject any order submitted by Representative or discontinue services to any customer in its sole and absolute discretion.
- 2.4 Doctor Dial Marketing Representatives shall not solicit, without the express prior written consent of Doctor Dial, any of Doctor Dial existing customers, or any firm with which Doctor Dial has an agreement or otherwise competes with Doctor Dial or disrupts Doctor Dial’s sub-Representatives or any other Doctor Dial Marketing Representatives. Nor shall Representative knowingly disrupt the dealings of Doctor Dial or other Representative of Doctor Dial.
- 2.5 Representative will be responsible for the procurement of sales.

Initial_____

- 2.6 Representative will use their best efforts to sell the products and services of the Doctor Dial in a positive manner at all times.
- 2.7 Representative and the Doctor Dial will refrain from making any negative or disparaging remarks concerning each other, its owners and employees, and its products and services.
- 2.8 Representative acknowledges that the services provided by the Doctor Dial become the business property of the Doctor Dial, and the Marketing Representative has no material interest other than that of receiving commission compensation.
- 2.9 All trademarks, names and service marks owned or Employed by the Doctor Dial and its Marketing Representatives shall remain sole and exclusive property of Doctor Dial. Any materials that are not authorized by the Doctor Dial may not be used by the Marketing Representative without prior approval of the Doctor Dial.
- 2.10 It is the understanding and the full agreement of the Parties that the Marketing Representative is in the legal position of "Independent Contractor" and that the Doctor Dial and its Marketing Representatives or affiliates are not in any form of partnership, co-ownership, or in the capacity of joint venture participants with the Marketing Representatives.
- 2.11 Each party shall be solely responsible for its own action as well as all actions of its employees and Marketing Representatives and shall save, defend, indemnify, and hold harmless the other party, from and against all claims, causes of action expenses, damages, lawsuits, or other liabilities including without limitation, reasonable attorney's fees and court cost relating to or arising, from the activities of other party's employees or assigns or the breach by the party of any of the terms or provision of this Agreement.
- 2.12 Each party shall be solely responsible payments due its employees and Assigns including wages, reimbursement of expenses, remittance to proper authorities of all required income and social security withholding taxes, and all other wages, accounts, or benefits owed to or payable to or on behalf of such person. Each party shall promptly discharge all obligations imposed by federal state or local law.
- 2.13 The commission paid to the Marketing Representative on any account will cease for that account when the account is no longer either current, active or paying Doctor Dial. Doctor Dial shall notify the Marketing Representative of any such occurrence and the Marketing Representative shall have 48 hours to remedy/resolve or at a minimum verify that contact has been made in an attempt to remedy this situation. If no remedy or communications to Doctor Dial has occurred within 48 hours then Doctor Dial reserves the right at its sole discretion to send any such client to our In-House Win Back Department and no more commission will be paid on that client to the Marketing Representative.
- 2.14 The Marketing Representative does not have the obligation or the right to invoice or receive any payments from customers or potential customer, for services provided or to be provided hereunder. All bills shall be disseminated by Doctor Dial. The Marketing Representative shall be in violation of this Agreement should the Marketing Representative receive any funds or gifts from any Doctor Dial Marketing Representative Obtained Customers other than nominal holiday or birthday gifts.
- 2.15 CUSTOMER SERVICE / TECHNICAL SUPPORT ISSUES - In the event that a customer calls with a customer service / support issue, the Representative must open a trouble ticket and shall not engage in any technical troubleshooting or discussion of the issue or forward them to extension 103.
- 2.16 Definitions: Commission structure for (Appointment Setters)

Initial_____

- 1- A qualified appointment needs to be clearly and COMPLETELY filled out on the appointment sheet.
 - 2- Practices must see a minimum 300 patients per month. You must have the Practice Name, Office Manager, and Doctor's Information completely filled out your lead sheet.
- 2.17 All appointments set must be called personally the day before the appointment and re-confirm.
- 1- The following day you should call your prospect and introduce them to their demo specialist and transfer the call to solidify the demo appointment.
3. OBLIGATIONS OF Doctor Dial
- 3.1 Doctor Dial shall keep Representatives informed of the prices, terms and conditions under which Doctor Dial products and services shall be provided to prospective and actual customers. Such prices, terms and conditions may be changed from time to time.
- 3.2 Doctor Dial shall record and report to Representative all sales made by Doctor Dial Marketing Representative.
- 3.3 Doctor Dial shall provide industry sales motivational training and operational support to its Doctor Dial Marketing Representative, advice, application analysis, and resources reasonably necessary to accomplish order processing and provisioning of services for all customers solicited, procured, and accepted by Doctor Dial herein.
- 3.4 Doctor Dial shall issue and assign a sales identification code which will be utilized by Doctor Dial to identify, record, track, monitor, and account for all sales or clients procured by Doctor Dial Marketing Representative.
- 3.5 A qualified Doctor Dial Technician will take care of trouble tickets within 24 hours of the ticket being issued.
4. COMPENSATION PLAN FOR NEW CLIENT PROCUREMENT
- 4.1 In consideration for the services performed by Doctor Dial as set forth herein, Doctor Dial agrees to pay the Representatives a 15% monthly residual commission and 50% one-time set up fee as set forth. All commissions and one-time set up fees will be paid based on collected bi-weekly billable revenues and shall be paid on the 15th and 30th of each month as described below.
- 4.2 Commissions will be paid to Representative when a total monthly commission amount owed to Representative under the terms of this Agreement is \$100.00 or more. Until such time when the total monthly commission is in an amount in excess of \$100.00, there will be no money due.
- 4.3 Commissions paid on the 15th and 30th of each month based on collected revenues following Doctor Dials receipt of monthly bill payments Doctor Dial shall pay Representative all commissions earned by and attributable to Representative from said monthly billing payments from Doctor Dials clients, and Doctor Dial shall simultaneously furnish to Doctor Dial Marketing Representative, a commission report(s) which reflect all sales and net billed usage revenue attributable to the Representative from such customers/clients, less applicable taxes, other governmental assessments .
- 4.4 Doctor Dial reserves the right to change at their sole discretion the rates or commission percentages set forth on Commission structure Doctor Dial shall notify Representative of any such change with written notification 30 days prior to the effective date of such changes.

Initial_____

4.5 If any Doctor Dial client ceases paying the bill to Doctor Dial, payment shall also cease from Doctor Dial to the Representative for that account.

4.6 Doctor Dial shall be held harmless for clients ceasing to pay Doctor Dial its monthly bill due, regardless of the reason.

4.7 Monthly Client Retention: Doctor Dial Representative's shall maintain a relationship with their clients. The Representative shall once per month starting on the first day of each month make retention calls to ensure that Doctor Dial is exceeding their expectations, open any trouble ticket necessary and make best attempt to get new referrals along with completion of the client retention forms (see attached). Retention forms must be completed and submitted to david@drdial.com by the 15th of each month. Any association retention forms that are not submitted by the 15th shall be completed by Doctor Dial at Doctor Dial's expense at which point any such clients will no longer become attributable to Representative

5 COMPENSATION FOR NEW ASSOCIATION PROCUREMENT

A qualified Association requires a membership base of at least 300 members and agrees to do repeated (fax/email/mail) circulations at least every two months with an initial distribution date established on the agreement along with logo/banner exchange. Any Associations with 500 active Practices / Members Doctor Dial will pay \$100.00 bonus. Any Association with 1000 or more active Practices / Members Doctor Dial will pay a \$200 bonus.

5.1 Requirement for a Commission on a new Association Procurement the following must be completed. Inbound leads / inquiries that are generated from the association you procured will be tracked and directed to you so to assist in your efforts to procure additional appointments / demos.

1. Every 60 days or sooner our promotional piece on Doctor Dial services is sent to all members.
2. Association agreement must be received with proper approval.
3. Once mutual banner/link exchange are completed on both web sites.
4. We need a picture of the Executive Director to place on our website for credibility purposes.
5. The first circulation of Doctor Dial services has been completed with a copy sent to our Director of Marketing, David Swart, as well as all the members.

5.2 ASSOCIATION RETENTION:

Doctor Dial Representative's shall maintain a relationship with their associations. The Representative shall once per month starting on the first day of each month make retention calls to ensure that Doctor Dial is exceeding their expectations, open any trouble ticket necessary and make best attempt to get new referrals along with updating. Retention forms must be completed and submitted to david@drdial.com by the 15th of each month. Any association retention forms that are not submitted by the 15th shall be completed by Doctor Dial at Doctor Dial's expense at which point any such association will no longer become attributable to Representative. Furthermore, Representative will no longer have exclusivity to their members.

5.3 Definitions: Commission structure for (Referral Representatives / Alliances / Associations) are individuals or organizations' who simply referred prospects or clients to Doctor Dial via email, fax or by phone or by a banner/website link exchange, where as a Doctor Dial Representative shall

Initial_____

complete the entire demonstration and sign up process. Referrals, Associations or Alliances shall receive their choice of 5 % on collected monthly billable revenue or a one time \$100.

6. Doctor Dial PROPERTY, CONFIDENTIALITY AND NON-CIRCUMVENT:

Representative acknowledges that Doctor Dial will disclose certain trade secrets, unique business methods and procedures, including the names of existing and potential customers, sources, methods, prices, quantities and qualities of its products and services and other information which enables Doctor Dial to compete successfully in its business. As consideration for being engaged by Doctor Dial and the above-described disclosures, Representative hereby agrees:

- a. That the existing and potential customers, sources, methods, prices, quantities and qualities of its products and services and other information which enables Doctor Dial to compete successfully in its business are considered to be the property of and information owned by Doctor Dial . Representative further understands that this information is a TRADE SECRET belonging to Doctor Dial, and that if he or she takes the information for personal use, sells or trades the information, or releases it to an outsider of Doctor Dial, Representative will be subject to civil and criminal liabilities, with a minimum monetary liability of \$5,000 to Doctor Dial for any violation of this Section.
- b. To treat all such matters relating to Doctor Dials business as confidential information entrusted to him or her solely for use in their capacity as a Doctor Dial Marketing Representative of Doctor Dial and not to divulge such Information in any way to persons outside of Doctor Dial employs during or after the term of this Agreement.
- c. IN THE EVENT Doctor Dials REPRESENTATIVE IS TERMINATED FOR VIOLATION OF THIS AGREEMENT, he or she SHALL NOT, UNDER ANY CIRCUMSTANCES, FOR A PERIOD OF TWO YEARS FROM THE DATE OF SUCH TERMINATION:
 1. Retain or use in any way, any information, written or otherwise, concerning active or inactive customers of Doctor Dial , or transmit or reveal any of such information to persons in competition with Doctor Dial or an outsider of Doctor Dial .
 2. Solicit any active or inactive customers of Doctor Dial.
 3. Publish his name or photograph or likeness, or cause or permit same to be published or used in connection with advertising, by or on behalf of any business in competition with Doctor Dial, which makes reference to his former employment with Doctor Dial, or his having done business with any active or inactive customers of Doctor Dial, or which tends to associate Representative with Doctor Dial.
 4. That in the event Representative violates any of the provisions of this Agreement; Doctor Dial shall then have the right to receive, and retain any compensation earned, or due to Representative as a result there of breach of this agreement .5. Representative acknowledges and agrees that an affidavit from any active or inactive customers of Doctor Dial stating that they had been solicited or contacted by Representative shall be sufficient proof to allow entry of a judgment for an injunction and/or money damages. Representative further agrees that Doctor Dial's remedies at law are insufficient and thus, Representative agrees that injunctive relief may be granted restraining and enjoining further violations of this Agreement, upon proof submitted by affidavit by customer.

7. SEVERABILITY

The invalidity in whole or in part of any covenant, promise or undertaking, or any section, subsection, paragraph, sentence, clause, phrase or word, or of any provision of this Agreement shall not affect the validity of the remaining portions thereof.

8. LIMITATION OF LIABILITY

- 8.1 Each party shall in no event be liable to the other party for any incidental, consequential, or any other indirect loss or damage, including lost profits, arising out of this Agreement or any obligation resulting there from, or the use or performance of any service, whether in an action for or arising out of any cause whatsoever, regardless of the form of action, whether in contract, warranty, strict liability, tort (including without limitation negligence of any kind), equity or otherwise.

Initial_____

8.2 Doctor Dial shall have no liability to Doctor Dial Marketing Representative for commissions that might have been earned hereunder for any delays in the provision of Services to any customer or in the event of discontinuation of the Services.

9. INSURANCE

During the term of this agreement Representative shall maintain at its own expense the types, forms and amounts of insurance sufficient to protect adequately Representative and Doctor Dial from claims for damages for personal injury, including death, or damage to property which may arise or result from the acts or omissions of Doctor Dial Marketing Representative. It shall be the sole responsibility of the Representative to obtain this insurance. The Doctor Dial Representative accepts full legal and financial responsibility for all liability claims that may be brought upon the Representative or Doctor Dial while performing independent Representative related activities.

10. TERMINATION

10.1 Either party may terminate this Agreement effective immediately by written notice if it is discovered that the other party has: intentionally or in a willful, wanton or reckless manner, made any material, false representation, report or claim relative hereto; violated the other party's copyright or trademark; become insolvent, invoked as a debtor any laws of any relating to the relief of debtors' or creditors' rights, or termination of business; been adjudicated bankrupt; or been involved in an assignment for the benefit of its creditors. Doctor Dial may terminate this agreement effective immediately by written notice if Representative engages in any deceptive trade practices under the laws of any jurisdiction. Doctor Dial may terminate this Agreement immediately upon notice to Representative if Doctor Dial determines, in its sole discretion, that Doctor Dial public image, reputation or good will be adversely affected by the activities of Representative.

10.2 Either party may terminate this Agreement on seven- (7) days' written notice if the other party has failed to perform or abide by any of its obligations under this Agreement, unless such default or breach has been cured with 7 days after receipt of such notice.

10.3 When any 120-day period elapses with no new prospects or sales of any kind have transpired or contact made to Doctor Dial in attempt to remedy situation by either explanation, new production, or re-negotiations, then Doctor Dial shall at its sole discretion terminate this agreement and revoke / cancel Representative affiliation with Doctor Dial.

10.4 If termination of this Agreement occurs as a result of a violation of policies described in section 5, or 9 occurs, then no more commissions will be due or paid from that point forward.

11. BINDING EFFECT

11.1 This Agreement shall be binding upon the heirs, personal representatives, guardians, legal representatives, administrators, and Doctor Dial's Representatives holding power of attorney, assigns and successors of the parties hereto.

11.2 The laws of the State of Florida shall govern this Agreement and any dispute arising between Doctor Dial and Doctor Dial Marketing Representative, or any of its officer, employees and Representatives shall be heard only in Broward County, Florida.

11.3 This Agreement, together with the schedules and other attachments hereto, embodies the complete understanding of the parties hereto. This Agreement may not be amended or modified except by an addendum signed by both parties hereto. This agreement supersedes all other agreements or undertakings, written or oral, in effect between the parties relating to the subject matter hereof.

Initial_____

12. INTERPRETATION

In the event of a dispute over the construction, terms and/or conditions of this Agreement, the parties agree that if an ambiguity exists, said ambiguity shall not be ruled against the drafter of this Agreement, but according to law and facts.

13. ATTORNEY'S FEES

If any legal proceeding is brought to enforce or interpret this Agreement, or a legal proceeding is brought due to an alleged breach, default or misrepresentation involving any provision, or other dispute between the parties, the prevailing party to the proceeding is entitled to recover reasonable attorney's fees and other costs incurred in the proceeding.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year set forth above.

Doctor Dial independent marketing Representative Agreement

www.drdial.com

**Confirmation Acquisitions, LLC
Representative**

Company or Representative Name:

Title:

Signed:

Phone:

Date:

Date:

Signed:

If you have any questions, please call David Swart, 954-946-4960 ext. 105

Or cell 954-868-2580

Please mail original signed agreement to:

Confirmation Acquisitions, LLC.

128 East McNab Road, Suite 128, Pompano Beach, FL 33060

Initial_____