

Corporate Support Services

Sales Representative Agreement

THIS AGREEMENT, made this _____ day of _____, 20__, by and between *Corporate Support Services* (hereinafter referred to as the "Company"), and

(Hereinafter referred to as the "Representative").

WITNESSED:

WHEREAS, the Company is engaged in the business of Medical Claims Processing in the State of Texas and surrounding states.

WHEREAS, the company desires to employ the services of Representative as a sales representative in its business, and Representative desires to render such service on behalf of the Company.

NOW, THEREFORE, in consideration of the mutual covenants undertaken herein, and with the intent to be legally bound hereby, the parties hereby agree as follows;

1. Agency. The Company hereby engages Representative as its agent for the purpose of obtaining contracts and servicing the same, and Representative agrees to be engaged as an agent of Company, under the terms and conditions hereinafter set forth.
2. Term. This Agreement shall commence on the effective date hereof and continue until terminated pursuant to the terms hereof.
3. Compensation. Paid to Representative under this Agreement shall not be subject to customary withholding and other employment taxes as required with respect to compensation paid by company to an Employee, including but not limited to F.I.C.A. unemployment compensation taxes and/or worker's compensation, and such withholding and payment of employment taxes shall be the sole and entire responsibility of the Representative.
4. Fringe Benefit Plans. Representative shall be entitled to participate in such fringe benefit plans as the Company may hereafter provide for its sales representatives in general according to the terms and conditions of the various plans as then maintained or subsequently amended or terminated, if any, but shall not be entitled to participate in fringe benefit plans provided for employees of the Company unless specifically authorized by discretion, and company may or may not implement any such plans in its sole discretion, and Company that Company elects to implement such plans, such plans may be amended by the Company at its discretion according to the law and Representative agrees that such termination shall not violate the terms of this Contract.
5. Business Expenses. Company shall not be required to reimburse Representative for any business expenses incurred by Representative in connection with his/her services under this agreement, and the same shall be the sole and entire responsibility of Representative.
6. Facilities. The Company will provide the Representative with training and upon successful completion of training, shall provide the Representative with voice mail, fax services, technical and clerical assistance, business cards, and other facilities and equipment.

7. Duties. Representative agrees to devote his/her best efforts to rendering services on behalf of the Company, to provide such services solely as a Representative of the Company, provided that Representative shall set his/her own working hours, and agrees to render such services with competence, efficiency, and fidelity. Representative shall represent him/her self as being a sales representative of the Company and not of any other person or entity. Representative may exercise his/her own judgment regarding services rendered to any particular client and/or means and method effecting sales provided, however, that Representative shall follow such instructions and employ what procedures as Company may require. The Company shall have the sole right to designate and determine sales quotas and to assign sales leads, clients and sales territories to its sales representatives including Representative, and the Company shall determine the fees to be charged for its billing, electronic claims processing and bank drafting services. Further, the Company shall have billing, electronic claims processing and bank drafting services may be rendered. Representative further agrees to perform whatever management or administrative duties either necessitated by the nature of the business or required by the Company. Representative also acknowledges his responsibility by continuing training, as Company requires. Representative agrees that the assignment and scheduling of training, sales meetings, seminars, etc., are within the sole discretion of the Company.
8. Authority. Representative shall only be authorized to contact for or to obligate the Company by use of forms approved and provided by the Company for this purpose, and countersigned by the Company. The Representative shall not be authorized to obligate or bind the Company in any manner whatsoever apart from the authority specifically granted to this paragraph. Representative shall be and be deemed to be an independent contractor as to the Company. *The independent contractor will have the option to participate on an employee basis so when the Company elects to make this option available.*
9. Clients and Business Records. All clients shall be clients of the Company. All contracts, files, records, and documents pertaining to clients and all business records pertaining to such clients are property of the Company, including but not limited to lists of clients or potential clients or leads.
10. Indemnity and Insurance. Representative agrees to indemnify the Company from and against any liabilities, costs, attorneys fees, taxes, penalties, witness fees, awards, damages, or any other losses caused by either Representative's willful misconduct, fraud, errors or omissions, or other actions for which coverage is excluded by the Company's applicable liability or errors and omission insurance coverage.
11. Fidelity. As a material inducement to the Company to enter into this agreement, Representative covenants and agrees that:
 - A. During the term of this contract and for an additional period of one (1) year thereafter, Representative shall not, whether as a proprietor, partner, investor or stockholder, director, officer, employee, consultant, independent contractor, conventure, employer, agent, representative, or otherwise, directly or indirectly engage in the business of billing services, electronic claims processing, or bank drafting services for physicians, hospitals, dentists, or veterinarians or compete with Company for clients past, present or future, within a radius of fifty (50) miles except as a representative of the Company and as the company may direct.
 - B. During the term of this Contract, and for an additional period of two (2) years thereafter, Representative shall not at anytime or place or to any extent whatsoever, without the express written consent of Company, disclose to any person, firm, corporation, association or other entity, or appropriate to his own use or that of any third party, any information obtained from the Company's client list, client files, training methods, sales methods, billing, electronic claim processing, and/or bank drafting methods, or financial records, which has been disclosed to Representative as a result of his or her relationship with the Company thereunder, which is not generally known to the Company's

competitors or to the public. Furthermore, Representative shall not copy any of Company's client files, client lists, establish a separate office or make arrangements to do this in the future, or solicit current clients of the Company during the term of this agreement. Should Representative violate this paragraph herein, he/she may be terminated immediately and without notice by the Company, and shall be liable to the Company for damages, costs, attorney fees, witness fees, and any other losses arising from said violation. In the event of a breach or threatened breach of this paragraph, the Company shall be entitled to an injunction restraining the Representative from such violation.

- C. The rights and duties set forth in this Section regarding Fidelity shall survive the termination of this Agreement regardless of whether the Representative is discharged from employment (with or without cause) or chooses to voluntarily quit his/her employment.

12. Termination. This Contract shall be terminated under the following conditions:

- A. Mutual Consent. This Contract may be terminated at any time by the mutual consent of the Company and Representative, or, if Representative shall be adjudged as incompetent, Representative's legal representative.
- B. Written Notice. Either party may unilaterally terminate this contract at any time with or without cause by delivering a signed and dated written notice of the intention to terminate to the other, it being agreed and understood that Representative is engaged "at will" by the Company without promise of any definite term or period of employment. After receipt of said notice, Representative shall vacate any company's premises immediately.
- C. Death of Representative. In the event of Representative's death during the term of this agreement, this Agreement shall terminate immediately.

13. Rights upon Termination. Upon termination of this agreement, Company shall be obligated only to pay Representative his/her commissions earned up to the date of termination. Representative shall have no rights to the assets of company including but not limited to accounts receivable, and Representative shall only be entitled to remove his/her personal effects from Company's offices if any. Following any notice of termination under this paragraph, Representative shall fully cooperate with company in matters relating to the winding up of any such pending work to other sales representatives of Company. Company shall have the specific right to prohibit Representative from the continued act of performance of services for the Company following termination. Representative further agrees that upon termination of his/her employment, Company may immediately cancel any insurance or other non-vested benefits of prerequisites, and that the Company alone shall be entitled to any refunds or premium, fees or dues and the like.

14. Forfeitures. Representative shall forfeit all rights under this Contract, including but not limited to payment of commissions under this Agreement, if and when Representative violates the paragraph hereof regarding Fidelity; or he/she commits any other material breach hereof.

15. Interpretation. All masculine terms shall include the feminine counterpart and all singular terms shall include the plural, and vice versa, as necessary to interpret and enforce the intent of this Contract. All captions are included only for reference and shall not constitute provisions hereof.

16. Assignability. Representative may not assign any personal obligation or duties required under this Contract, but he may assign his right to receive any payment thereunder subject to the provisions hereof and approved by Company. Company may assign this Agreement freely to any entity or organization formed by company (with or without other participants) for the purpose of transacting its business. This contract shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, heirs, and legal representatives.

17. Waiver of a Breach or Violation. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof. The failure to exercise any right or remedy thereunder shall in no way be construed as a waiver or release of the right of remedy.
18. Financial Calculations. All financial calculations required to be performed herein shall be performed by the accountants regularly servicing the Company's books and shall be performed according to generally accepted accounting practices consistently applied.
19. Employment Practices. Company especially reserves the right to change any employment practices or standards not expressly governed by the Contract.
20. Governing Law. This Agreement shall be interpreted, construed and governed according to the laws of the State of Texas.
21. Entire Agreement. This Agreement supersedes all prior discussions and agreements between Company, or any of its officers, employees or agents, and Representative with respect to all matters relating to the agency of Representative on behalf of Company and all other matters contained herein, and this Agreement constitutes the sole and entire agreement with respect thereto.

INTENDING TO BE LEGALLY BOUND BY THIS CONTRACT, the parties sign below on the date herein above first written.

WITNESS/ATTEST:

By: _____ Date: _____
Representative

By: _____ Date: _____
Company