

CONSULTANT/INDEPENDENT CONTRACTOR (MEDICAL SERVICES)

Agreement

THIS CONSULTING AGREEMENT dated this _____ day of _____, 20____, between [name] of [address] ("Company"), and [name] of [address] "Consultant").

Section 1. Engagement. The Company engages the Consultant as an advisor to the Company, and the Consultant accepts this engagement, upon the terms and conditions set forth in this Agreement.

Section 2. Duties and Services.

(a) Consultant shall provide the services described on Schedule A attached hereto and made a part hereof.

(b) Consultant shall devote such time, attention and energies to the performance of these services as shall be necessary for their due performance, not to exceed [number] hours per week.

(c) The services of Consultant to be performed under this Agreement shall be performed at times and places as shall be mutually convenient for the Consultant and the Company.

(d) Except as set forth on Schedule B attached hereto and made a part hereof, the Company shall be under no duty to supply the Consultant with office space, secretarial assistance, or other assistance or support services.

Section 3. Term of Engagement/Termination.

(a) The term of this Agreement (the "Consulting Period") shall commence on the date set forth at the beginning of this Agreement and shall end at this Agreement's termination pursuant to Section 13.

(b) If Consultant dies during the Consulting Period, this Agreement shall terminate and the Consultant's rights pursuant to Section 4 shall cease as of the date of death. Payments under Section 4(a) with respect to consulting services provided prior to the Consultant's death shall be made to the Consultant's estate.

(c) If Consultant is incapacitated by accident, sickness, or otherwise during the Consulting Period so as, in the Company's judgment, to render the Consultant mentally or physically incapable of performing the services required under Section 2, the Company may, in its sole discretion, immediately terminate this Agreement by giving the Consultant

written notice to that effect. If this Agreement is terminated pursuant to this Section (c), the Consultant's rights pursuant to Section 4 shall cease as of the day upon which this

termination occurs.

(d) The Company may terminate this Agreement at any time for "Cause," which termination shall be effective immediately upon written notice to the Consultant. The term "Cause" for purposes of this Agreement shall mean:

1. Any neglect or breach by the Consultant of any of his or her duties or obligations under this Agreement,
2. Any failure by the Consultant to follow the Company's good faith instructions of its Board of Directors or senior management,
3. Any act of fraud or bad faith by the Consultant in connection with the Consultant's engagement under this Agreement, or
4. The commission by the Consultant of any criminal offense.

If this Agreement is terminated pursuant to this Section 3(d), all rights of the Consultant pursuant to Section 4 shall cease as of the effective date of this termination.

Section 4. Compensation/ Independent Contractor Status.

(a) For services provided by the Consultant under this Agreement, the Company shall pay the Consultant a fee based on an hourly rate of [amount]. The Consultant's fee for services provided in any given month shall be paid in the next succeeding month.

(b) The Company shall be under no obligation to reimburse the Consultant for any expenses incurred by the Consultant in the performance of services under this Agreement, except for reasonable expenses approved by the Company in advance.

(c) Nothing contained in this Agreement is intended to or shall be deemed to create an "employer-employee" relationship, at common law or otherwise, between the Consultant and the Company. The Consultant is and shall be an independent contractor. The Consultant shall not be entitled to participate in, or receive the benefit of, any fringe benefit, welfare, pension, profit-sharing, or other employee benefit or welfare plan or arrangement now or hereafter maintained by the Company for the benefit of any of its employees. Except as otherwise required by law, the Company shall not withhold any sums from payments to be made under this Agreement or Social Security or other federal, state or local tax liabilities or contributions, and all these withholdings, liabilities, and contributions shall be solely the Consultant's responsibility.

Section 5. Consultant's Insurance Coverage. The Consultant shall at all times maintain in force, solely at the Consultant's cost and expense, general liability and professional liability insurance covering the Consultant and the Consultant's agents and employees, in those amounts as shall be reasonably satisfactory to the Company. The Consultant shall furnish satisfactory evidence of these insurance coverages to the

Company, at any time, upon reasonable notice.

Section 6. Non-Disclosure of Confidential Information. The Consultant acknowledges that information concerning the Company's products, services, development, procurement and sales activities and procedures, promotion and pricing techniques, credit and financial data concerning customers, and other customer and patient account information and records, is valuable, special and unique, and belongs exclusively to the Company. The Consultant agrees that all information described in the preceding sentence not in the public domain shall be considered confidential information. In recognition of this fact, the Consultant agrees that the Consultant shall not, during or after the Consulting Period:

(a) Disclose any such information to any person or other entity for any reason or purpose whatsoever, except to the President, Board of Directors, or any employee of the Company, or

(b) Make use of any such information for the Consultant's own purposes or for the benefit of any person or entity other than the Company.

At the end of the Consulting Period, the Consultant shall return (without making any copies thereof) to the Company all written confidential information relating to the Company not returned to the Company prior to termination of the Consulting Period.

Section 7. Non-Competition/Non-Solicitation of Employees and Customers.

The Consultant acknowledges the highly competitive nature of the Company's business and, accordingly, agrees he or she shall not, during the Consulting Period and for a [time period] after the Consulting Period, directly or indirectly:

(a) Engage in any line of business in which the Company is engaged at the end of the Consulting Period or within one year prior thereto, whether this engagement is as an officer, director, proprietor, employee, partner, investor (other than as a passive investor in less than 5% of the outstanding capital stock of a publicly traded corporation), consultant, advisor, agent, or other participant in another business, within any area in which the Company is then supplying customers or otherwise doing business,

(b) Assist others in engaging in any such business activities in the manner described in the foregoing clause,

(c) Induce any employee of the Company, or of any entity affiliated with the Company, to terminate his or her employment, or

(d) Induce any customer of the Company, or of any entity affiliated with the Company, to engage in business with another party.

Section 8. Remedies. The Consultant agrees that the Company's remedy at law for a

breach or threatened breach of any of the provisions of Sections 6 or 7 would be inadequate. In recognition of this fact, in the event of a breach or threatened breach by Consultant of any of the provisions of Sections 6 or 7, in addition to its remedy at law, the Company shall, without posting any bond, be entitled to, and the Consultant agrees not to oppose the Company's request for, equitable relief in the form of a temporary restraining order or temporary or permanent injunction or any other equitable remedy which may then be available. In the event of a breach or threatened breach, at the election of the Company, all rights of Consultant under Section 4 shall terminate. Nothing contained in this Agreement shall be construed as prohibiting the Company from pursuing any other remedies available to it for a breach or threatened breach.

Section 9. Notices. Any notice required or permitted to be given under this Agreement shall be deemed properly given if in writing and if mailed by registered or certified mail, postage prepaid with return receipt requested:

If to Consultant, to:

If to the Company, to:

Attention: President

Section 10. Waiver of Breach. The waiver by the Company of a breach of any provision of this Agreement by the Consultant shall not operate or be construed as a waiver of any subsequent breach by the Consultant.

Section 11. Assignment. This Agreement is a contract for personal services by the Consultant and is not assignable by either the Consultant or the Company, except by the Company to any subsidiary or affiliate of, or any successor in interest to, the Company.

Section 12. Entire Agreement. This Agreement contains the entire agreement of the Consultant and the Company relating to the subject matter hereof and supersedes and replaces in its entirety any existing consulting arrangement between the Consultant and the Company. This Agreement may not be waived or changed orally but only by an agreement in writing signed by the Consultant and the Company.

Section 13. Termination. Unless otherwise terminated pursuant to the terms of Section 3, this Agreement shall continue in effect until [date]. Any termination of this Agreement shall not affect the provisions of Sections 6, 7 or 8, which shall survive any termination and remain in full force and effect.

Section 14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of [state's name].

IN WITNESS WHEREOF, intending to be legally bound, the Consultant and the Company have executed this Agreement the date first above written.

COMPANY

CONSULTANT