INDEPENDENT CONTRACTOR AGREEMENT
SALES AGENT

This Agreement entered into on the ____ day of ____________, 20__, between Doctor Backup, LLC
(hereinafter referred to as “the Company”) and _________________________________________________
(hereinafter referred to as “the Agent”) shall remain in effect from this date until terminated by either party.

The parties agree that:

1. STATEMENT OF EMPLOYMENT

   Effective this date, the Company acknowledges Agent as an authorized sales representative for the
   products and services of the Company. Agent acknowledges that he/she will be viewed as an
   independent contractor. The Company will not be responsible for filing or paying any local, federal
   or state taxes. Furthermore, the Company will not provide retirement or any other benefits
   customary to employment.

2. DUTIES OF SALES AGENT

   Agent will carry out the customary duties of a sales representative. This includes, but is not limited
   to, solicitation of new clients and conducting marketing/promotional efforts in accordance with
   guidelines established by Company.

   Agent is financially responsible for creation, reproduction and distribution of all marketing and sales
   materials used to solicit the Company’s products and services. Agents who are deemed by
   Company to not be actively marketing Company’s products and services, will lose their authorized
   agent status and may be compensated in accordance with the currently in-place commission
   policies for retired agents.

   Under no circumstances will an Agent accept payment for services directly from client. All
   administrative and back-office functions, including billing, shall be the sole responsibility of
   Company. Agent may be requested to assist in remedying a situation which has caused a client
   account to become delinquent.

3. SALES COMMISSIONS

   Company will pay Agent who is verified to be the procuring cause of a sale, a royalty/sales
   commission in accordance with the Agent commission schedule currently in effect. Commissions
   will be paid on new and prior sales (residual compensation) provided the agent is an authorized
   representative in good standing.

4. DURATION OF AGREEMENT; TERMINATION

   Agent or Company may terminate this Agreement by providing 30-days written notification to other
   party. The Company reserves the right to immediately terminate this agreement if Agent willfully --
   in the sole opinion of Company -- misrepresents the product or its capabilities, or otherwise violates
   established company policies.
5. USE OF SOFTWARE AND MARKETING MATERIALS

Company will provide access to its software, logos, promotional materials and other sales tools for use by Agent in marketing and selling Company products. Agent may copy software and customize all marketing materials in any manner of choosing, without the prior approval of Company, so long as the general quality and integrity of any materials provided to end-customer is maintained.

Agent may use the Dr. Backup logo in any/all marketing materials intended to promote sales of Company’s products. Agent acknowledges that the Dr. Backup logo is a trademark of Doctor Backup, LLC. Agent may not vary logo by changing fonts, color, composition or wording in any way which might jeopardize the Company’s trademark rights.

6. NON-DISCLOSURE OF TRADE SECRETS

Agent recognizes and acknowledges that information that is furnished concerning the Company’s services, customers, supplier relationships and other confidential matters constitutes a valuable and unique trade asset of the Company. Accordingly, Agent will not, during or after the term of this Agreement, disclose any such information or any part thereof to any person, firm, corporation, association or other entity for any reason or purpose whatsoever without the written permission of the Company.

7. WRITTEN AGREEMENT CONSTITUTES ENTIRE RELATIONSHIP

This Agreement, along with any specified addendum, is a complete Agreement. Any representation, promise, condition, inducement or warranty, express or implied, verbal or written, unless contained in writing in this Agreement shall not bind either party. A judicial determination nullifying any clause or condition herein shall not be deemed to nullify the balance of this Agreement, which shall remain in full force and effect.

8. BINDING EFFECT AND GOVERNING LAW

This Agreement shall be binding upon the parties hereto and shall be governed, interpreted and construed by, through and under the laws of the State of Maryland.

By signing below, the parties have caused this Agreement to be duly executed on the date above.

For Sales Agent
Print Name: __________________________ Email: __________________________
Federal Tax ID: _______________________ or SSN: __________________________
Mailing Address: ________________________________________________________
City: __________________________ State: ______ Zip: __________ Phone: __________
Signature: __________________________ Date: __________

For Doctor Backup, LLC
Signature: __________________________ Date: __________