

**CONTRACT/AGREEMENT BETWEEN  
MEDPRO, LLC & INDEPENDENT MARKETING  
AGENCY/AGENT**

The addendum has been executed this \_\_\_ day of \_\_\_\_\_, 2007, between **MEDPRO, LLC** hereinafter referred to as "COMPANY" and \_\_\_\_\_ **MARKETING "AGENCY/AGENT"**.

Wherein it is mutually agreed as follows:

COMPANY agrees to pay INDEPENDENT MARKETING AGENCY/AGENT the commission of \$1.00 per medication per month on all collected orders of \$20.00 per medication per month.

Independent Marketing Agency/Agent agrees that Independent Marketing Agency/Agent is not an employee, partner, agent or principal of Company while this agreement is in effect.

Independent Marketing Agency/Agent is responsible for paying when due all income taxes. Independent Marketing Agency/Agent agrees to indemnify Company for any claims, charge backs, cost, losses, fees, penalties, interest, or damages suffered by Company resulting from Independent Marketing Agency/Agent failure to comply with this provision.

All marketing materials provided by MedPo, llc shall not be changed in any way with out permission from MedPro, llc compliance department. Independent Marketing Agent/Agency will be held for any disciplinary actions, for changes made in any marketing materials supplied by or not getting approval for changes from MedPro, llc.

**Independent Marketing Agency/Agent** will not at any time or in any manner, either directly or indirectly, use for the personal benefit of **Independent Marketing Agency/Agent**, or divulge, disclose, or communicate in any manner any information that is proprietary to MedPro, llc. MedPro, llc can cancel this contract at any time with a written notice.

MedPro, llc will charge an Administration fee of \$2.00 per month, which will be subtracted from commissions paid for on-line monthly commission statements.

\_\_\_\_\_  
**MEDPRO, LLC**

\_\_\_\_\_  
**Date**

**X** \_\_\_\_\_  
**Independent Marketing Agency/Agent**

\_\_\_\_\_  
**Date**

