Independent Contractor Agreement

This Agreement is made between Van Thielen Enterprises, LLC / dba. Genomics ("Client") with a principal place of business at 55 Westland Run, Ormond Beach, FL 2174 and _____ ("Contractor"), with a principal place of business at / residing at: _____.

1. Services to Be Performed

Contractor agrees to perform the following services: Market Genetic testing and Drug Interaction testing to medical offices.

Contractor agrees to perform the services described in Exhibit A, which is attached to this Agreement. Contractor title is Account Representative.

2. Payment
In consideration for the services to be performed by Contractor, Client agrees to pay Contractor a monthly marketing fee plus bonus based total production/month. In addition, the Client will pay a monthly, management fee for each referred contractor. Refer to Addendum B for details.

Contractor shall be paid on the 10th of each month for the services performed the month prior. However, the first payment will be on the 10th of the second month after the initial month (or third month). For example, if a contract is signed on the 22nd of January, the Contractor will receive his/her first payment on March 10th.

3. Expenses
Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile,

truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

4. Vehicles and Equipment

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement, except in-house marketing materials for all new accounts. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows:

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor uses the Client's method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.
- The services required by this Agreement shall be performed by Contractor. Contractor has no right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement. However, Contractor may refer other contractors and receive payment as set forth in addendum B.
- Contractor shall not be required to wear any uniforms provided by Client. However, professional attire is required.
- Contractor shall receive training from Client in the professional skills necessary to perform the services required by this Agreement.
- Contractor shall not be required by Client to devote full time to the performance of the services required by this Agreement.

6. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits,

and certificates required to carry out the services to be performed under this Agreement.

7. State and Federal Taxes
Client will not:
- ✓ withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- ✓ make state or federal unemployment compensation contributions on Contractor's behalf, or
- ✓ withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

8. Fringe Benefits
Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

9. Unemployment Compensation
Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

10. Workers' Compensation
Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

11. Insurance
Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

- Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles.

Before commencing any work, Contractor shall provide Client with proof of this insurance.

12. Indemnification
Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

13. Term of Agreement
This agreement will become effective when signed by both parties and will terminate on the earlier of the date a party terminates the Agreement as provided below.

14. Terminating the Agreement
With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice. Reasonable cause includes:
- ✓ a material violation of this Agreement, or
- ✓ any act exposing the other party to liability to others for personal injury or property damage.
- ✓ Unprofessional conduct or unprofessional representation of the Client.

Either party may terminate this Agreement at any time by giving 10 days' written notice to the other party of the intent to terminate.

15. Exclusive Agreement
This is the entire Agreement between Contractor and Client.

16. Modifying the Agreement
This Agreement may be modified only by a writing signed by both parties.

17. Resolving Disputes
If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Volusia County, FL. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Volusia County, FL. Judgment

upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

18. Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.
Proprietary or confidential information includes:

- ✓ the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
- ✓ any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of
- ✓ business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
- ✓ information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's services to Client.

Upon termination of Contractor's services to Client, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business.

Contractor acknowledges that any breach or threatened breach of Clause 18 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 18 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

19. Proprietary Information.

A. The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Client's ownership in the Work Product.

B. Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

C. The Client will not be entitled to use Contractor's name and/or likeness use in advertising and other materials, unless approved by Client.

20. No Partnership
This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

21. Assignment and Delegation
Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

22. Applicable Law
This Agreement will be governed by Florida law, without giving effect to conflict of laws principles.

Signatures

Client/Owner:

Genomics
Mike Van Thielen, CEO/President

Signature:

Date:

Contractor:

Printed Name:

Signature

Date:

Exhibit A

Additional Description of Services to be Performed by Contractor.

- ✓ Market Genetic testing and Drug Interaction testing to physician offices.
- ✓ Submit applications and assure new account receives all necessary forms and supplies from laboratories.
- ✓ Training of office staff / physician(s)
- ✓ Weekly pick-up of swabs, verification of paperwork, and mailing to labs in a correct and timely manner
- ✓ Provide in-office marketing materials
- ✓ Customer service for the Contractor accounts
- ✓ HIPPAA training and compliance

Exhibit B

Payment structure

Client agrees to pay Contractor the following agreed upon fee for marketing services:

The bonus is structured as follows:

In addition, the Client agrees to pay Contractor a management fee for each account that is managed by another Contractor, referred to the Client by the Contractor.