Marketing Services Agreement

This Marketing Services Agreement ("Agreement") is made and effective on the ____ day of _____, 20___ by and between _____("Rep") and **Gentox Medical Services LLC.,** a Pennsylvania Limited Liability Company ("Company").

In consideration of the mutual promises contained herein, the parties agree as follows:

1. Definitions. As used herein, the following terms will have the meanings set forth below:

A. "Services" means Lasers, Analyzers, Ultrasound, Imaging, ECG, HMN Media, Stem Cell, Dispensing, OARS, Billing, Pharmacogenomics, PCR, Cancer, Allergy, Toxicology, Clinical Trials, Chronic Care, Biohazard Waste and any and all other services offered by Company's partners and promoted by Company; and any and all other services brought to the Rep by the company, SVP or NSD,

B. "Territory" means the following described geographic area (usually within 2 hours of your community) and/or specific City: _____.

2. Appointment. Company hereby appoints Rep as an exclusive sales and marketing representative for Company's Services in the Territory defined by the Company, and Rep hereby accepts such appointment. Rep is being assigned to Division __ and will represent only Division __ products in their territory (see addendum C). Rep's sole authority is to promote the Services of the Company, and to solicit orders for said Services within the Territory, solely in accordance with the terms of this Agreement. The Territory will remain a protected Territory exclusive to the rep as long as Rep is producing a minimum number of sales and shows consistent work ethic and effort. Rep has no authority to make any commitments whatsoever on behalf of Company, and is fully responsible for keeping its customers duly informed of this limitation.

3. Duties. Rep will use its best efforts to promote all Company Services and those of its partners, and to maximize the sale of the Services, in a professional manner within the Territory. Rep has the structure and financial autonomy necessary to sell and promote the Services. Rep will also provide reasonable efforts to the Company in its promotional activities within the Territory such as trade shows, service presentations, sales calls and other activities relating to the Company's Services. Rep will also provide after sale support to purchasers of Company's Services, and will generally perform such sales, marketing and customer service related activities as are necessary to promote the Services and goodwill of the Company. Rep will devote adequate time and effort to perform its obligations. Rep will neither advertise the Services outside the Territory nor solicit sales from purchasers outside the Territory without the prior written consent of the Company. In addition to these general requirements, Rep will:

- Conduct him/her/itself at all times in an ethical manner. Rep will provide prospective clients and/or customers with accurate and complete information that is neither deceptive nor misleading. Company will provide training to Rep on proper promotion of its Services. Rep will not encourage any Client or Customer to request, recommend or otherwise order clinical laboratory tests that are not otherwise medically necessary or in the best interests of the patient to be tested.

- Immediately report to Company any suspected violations of any federal laws, regulations, federal health care program requirements, or Company's internal policies and procedures (which Company shall furnish to Rep in written form) in connection with the Services provided by Rep under the Agreement or otherwise in connection with the sale of clinical testing services marketed by Rep on behalf of Company and

its Clients.

- At all times when interacting with Customers, or potential Customers of Company, identify him/her/itself as a Company representative who has been engaged to serve in a sales and marketing capacity.

- Not seek business from any individual who is a member of his/her/its immediate family or from any other entity which Rep owns, controls, or with which Rep otherwise has a relationship that affords Rep control or special influence with regard to the referral of clinical laboratory tests.

- Not make any payment or other transfer of value to any Customer or any other entity that orders testing through Company or to any other health care practitioner in connection with the services provided by Rep under the Agreement or otherwise in connection with the provision of clinical laboratory testing. Any questions about whether a payment to a health care practitioner may violate this provision should be discussed with Company's designated compliance personnel.

- Within thirty (30) days of Company's request, Rep will take those efforts which may be necessary to help secure for Company a patient's insurance and/or demographic information which may have initially been lacking from a provider requisition form with respect to any given patient. Rep acknowledges this information is necessary to permit for Company's timely billing for its Services.

- Rep will not compete with Company by selling any services from another lab, entity or provider that are offered by the Company, during the period of time in which the Rep is contracted with the Company.

4. Required Activities and Reporting While Under 1099 Employment. As a 1099 Subcontracted Employee your schedule or work activities will not be regulated or controlled. However, Gentox Medical Services requires certain performance, reporting and work ethic to maintain the sales representative position. We want you to be as successful as possible and in order to maintain the position and the protected territory we require certain reporting and sales volume. The territory must be productive. By signing this agreement and becoming an active sales representative for Gentox Medical Services you are hereby committing to the following required activities:

- **Weekly Tuesday Trainings** – You are required to attend all weekly Tuesday National Trainings via webinar. Unless the training is otherwise cancelled or notification has been sent by you to your manager of another pressing appointment.

- **CRM Maintenance** – You will maintain the company CRM up to date with all contacts. Each contact should have name of facility, names of all decision makers, detailed notes of conversations and a task reminder. This should be updated on a daily basis to insure sales progress. Clients should be classified in and progress through the 3 pools (Contact, Presentation, Closing). Management will discuss with you on a weekly basis client progress based off of the information entered into the CRM.

- **Training Program** – You will follow the standard training program (New Rep Training and Field Timeline) that will be given you upon signing this agreement. This must include

extensive amounts of personal study time memorizing and learning the products and presentations. Materials found online in the shared drive (OneDrive). This program is designed to get you your first pay check as quickly as possible. This includes Individual Product Trainings that are scheduled almost daily via webinar. These are role playing trainings and you will need to attend them until you are an expert on that particular product.

- **Daily Work Schedule** – You will maintain a daily work schedule that will include enough dedicated hours to study and learn the product in a fashion that will make you an expert. You will dedicate enough hours in the field to maintain: 1. High numbers in your contact pool. 10-20 new contacts a day. 2. 20% - 30% of new contacts moving to your potential client pool. Maintaining follow up visits and constant contact. 3. Moving clients to the closing or paperwork pool as consistently as possible to maintain a successful territory. 4. Maintain consistent monthly sales.

- **Contact with Management** – You will have a bi-weekly calls with your Regional Manager, in these calls you will go over your CRM data in detail, define your list of clients and discuss steps necessary to complete the sale. This will improve your success and help us know what is happening in the field and how we could facilitate your efforts. You will also discuss things you feel you need help on, items Company could improve on, successes, failures, things you're excited about or worried about. Communication is key to Company and individual rep success.

Sign here saying you understand section 4, the REQUIRED section, of this contract:

_____

5. **Compliance with Law.** Rep will, **and will also require all personnel with whom he/she/it may become associated with respect to the duties defined herein,** to comply with all applicable federal, state and local laws, regulations, guidelines and rules governing the performance of the Services, including without limitation, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 codified at 45 C.F.R. Parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act, and its implementing regulations, as the same may be amended from time to time (collectively, "HIPAA"), as well as all applicable state laws and health information privacy and security standards and regulations promulgated thereunder, the federal anti-kickback statute (i.e., 42 U.S.C. § 1320a-7b(b)), the "Stark Law" (i.e., 42 U.S.C. § 1395nn), and the False Claims Act (i.e., 31 U.S.C. § 3729) as each may be amended and supplemented from time to time, (collectively, the "Health Care Laws") and all applicable state laws.

6. **Independent Contractor.** Rep is an independent contractor, and nothing contained in this Agreement will be construed to (i) give either party the power to direct and control the day-to-day activities of the other, outside the requirements stated in section 4 above to have a producing/successful territory. (ii) Constitute the parties as partners, joint venture(s), co-owners or otherwise, or (iii) allow Rep to create or assume any obligation on behalf of Company for any purpose whatsoever. Rep will receive a Form-1099 from Company and Rep is solely responsible for paying all income taxes and other taxes charged to Rep on amounts earned hereunder. Rep will be solely responsible for the payment of all costs, fees and expenses incurred in connection with the performance of the duties and obligations associated with Rep's business.

7. **Staff and personnel.** Rep may employ a staff and sales personnel in connection with the performance of this Agreement, provided such employment is approved in writing by Uriah Kennedy and shall be made at Rep's own risk, cost and expense. Rep shall indemnify and hold harmless the Company

from and against any and all claims, proceedings damages, costs, expenses, losses and liabilities arising out of or connected with the relationships (whether they are employment relationships or not) with any member of the above staff and sales personnel. Rep is solely responsible for any and all acts or omissions of its employees, contractors and agents except to the intent such acts are undertaken at the direction of the Company.

8. Indemnification by Rep. Rep will indemnify and hold Company free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasant acts of Rep, its Reps or its agents.

9. Indemnification by Company. Company will indemnify and hold Rep free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of defects in the Services caused by Company or failure of the Company to provide any services to a customer that has been properly ordered through Rep.

10. Compensation. The Company will provide opportunities for growth, increased commission structure as well as management advancement which also comes with increased commission structure and overrides. All Device commissions will be paid to rep within 5 business days of receipt of funds from client.

Some commissions on lab services are paid from percent of the gross proceeds realized by Company from any and all reimbursed specimens (i.e., Cancer, PGx, PCR, Toxicology, etc.) which Rep secures from an individual or entity with whom Rep has no financial relationship. A "reimbursed specimen" is defined as one for which Company actually receives payment. The Company will provide list of current clients in each territory upfront. In no event shall commissions be due and owing Rep if Company already has an established relationship with such customer through company efforts or another rep. Unless that account has been turned over to Rep.

At the end of each week after execution of this Agreement, Rep will be given a total count of the number of specimens then received by Company through Rep's efforts; which clinic/Dr. submitted the specimen; which insurance companies were billed; which specimens are still pending reimbursement; which specimens are uncollectable. At the end of each month thereafter, Rep will be given the same report detailing the specimens for the preceding month. Rep will thereafter be paid within twenty five (25) days from the end of the month for the previous month's reimbursed (i.e., "paid for") specimens. Notwithstanding, the Company may deduct from any commissions due and payable to Rep an amount equal to any commission paid or credited to Rep or any credits, chargebacks or other challenges to Services. After the termination or expiration of this Agreement, Rep shall be entitled only to the net of any commissions for specimen submitted prior to the effective date of termination and for up to 30 days thereafter.

TERRITORY BOUNDERIES – You cannot cross into another reps territory without permission. Even if the clinic has multiple locations that cross those boundaries. If you get permission and you are the one that actually signs the Dr., commission splits will be arranged. Commission splits will not occur for Dr.'s for which you are not physically signing. Meaning you cannot become a vendor for a group or start talks with a group and claim every Dr. within that group. You must physically sign each Dr.

11. Term and Termination.

11.1 Term. This Agreement will commence on the effective date of this Agreement, and continue for two (2) years thereafter. So long as the parties are not in default of this Agreement, this Agreement will then automatically renew for successive one (1) year periods during which the remaining terms of this Agreement will continue in effect. Additional agreements will need to be signed for each

advancement in management. The Company may terminate this Agreement immediately upon notice to Rep for non-productivity, breach of this Agreement, any law, rule, guideline or requirement of federal, state, and local governmental, accrediting, reimbursement or payment agency or entity. Once notice has been given by either party for any reason, the Rep or the Company agrees to perform their duties and obligations under this Agreement diligently and in good faith through the end of the notice period.

11.2 Return of Work Product. Work Product means all conceptual, technological, operating, training, marketing or other ideas, processes, designs, developments, and materials, specifically including all customer lists, customer contracts, discoveries, improvements, enhancements, or other materials in any way pertaining to the existing or contemplated business, products or services of the Company or its partners used in promoting the services. All of Company or its partner's trademarks, trade names, patents, copyrights, designs, drawings, formulas or other literature, sales aids and Work Product of every kind will remain the property of Company. Within ten (10) days after the termination of this Agreement Rep will return all such items to company at Rep's sole expense. Rep will not make or retain any copies of any confidential items or information that may have been entrusted to it. Effective upon the termination of this Agreement, Rep will cease to use all trademarks, marks and trade names of Company or its partners. Rep will not solicit any other company reps for any other services during or after services as a Rep to the Company. Rep will not solicit Company customers or accounts post termination for any service provided by company even if said clients were originally solicited by Rep.

12. Limitation of Liability. Upon termination by either party in accordance with any of the provisions of this Agreement; Company's sole liability to Rep under the terms of this Agreement will be for any unpaid compensation up to 30 days post termination. Neither party will be liable to the other for compensation, reimbursement or damages on account of the loss of prospective profits, anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of Company or Rep.

13. Notices. Any notices required or permitted by this Agreement will be deemed given if sent by certified mail, postage prepaid, return receipt requested or by recognized overnight delivery service (e.g. FedEx):

If to Company:
Gentox Medical Services LLC (a Pennsylvania Limited Liability Company)
Attn: Uriah Kennedy
1910 West 1040 South
Salt Lake City, Utah 84104

If to Rep:

_____

_____

14. Confidentiality, Non-Disclosure, and Non-Solicitation.

14.1 For purposes of this Agreement, the following definition will apply: "Confidential Information" means any data or information relating to the business of either the Company or Rep which is disclosed to, or known by, either the Company or Rep as a consequence of, or through, their relationship with one another (including information conceived, discovered, originated or developed in whole or in part

by either) and not generally known by the public. Without limiting the generality of the foregoing, Confidential Information includes (without limitation): (A) All Shared Drive information, the sales records, profits and performance reports, pricing manuals, sales manuals, training manuals, selling and pricing procedures and financing methods; (B) business plans and internal financial statements and projections of the parties; and (C) any information identified as secret or confidential, or which, from the circumstances in good faith and good conscience, ought to be treated as confidential, relating to the business or affairs of the parties.

14.2 The parties acknowledge that because of their relationship with one another, and during the course of such relationship, the parties will disclose to one another, and the parties and/or their agents or employees will create, certain Confidential Information with respect to one another. The parties acknowledge that all such Confidential Information is, and at all times will remain, the property of the party creating same. During the parties' relationship, and for so long afterwards as the information or data remains Confidential Information, the parties agree to hold such Confidential Information in confidence and further agree not, except to the extent specifically required by the parties' duties to one another, directly or indirectly, to use, disseminate, disclose, or permit any person to obtain any Confidential Information (whether or not in written or tangible form), except as specifically authorized in advance and in writing. The Rep further agrees to safeguard and maintain in the performance of Rep's assigned duties for the Company, all information, documents or other items that contain or embody Trade Secrets or Confidential Information.

14.3 The parties acknowledge that because of their relationship, and during the course of such relationship, the parties will have access to data and financial information furnished to one another by clients, customers, suppliers and other third parties (collectively, the "Data"). During the parties' relationship, and for so long afterwards as the Data remains confidential, the parties agree to hold the Data in confidence and further agree not, except to the extent specifically required by the parties' duties to one another, directly or indirectly, to use, disseminate, disclose or permit any person to obtain any Data except as specifically authorized in advance and in writing.

14.4 In addition, and without any intention of limiting the parties' other obligations under this Agreement in any way, the parties will not reveal any nonpublic information concerning the business, services or the proprietary products and processes of one another (particularly those under current development or improvement), except as required by law . In that connection, the Rep will submit to the Company for review any proposed article, paper or other discussion, explanation or description relating to the work done by the Rep for the Company before such article, paper and/or other discussion are released or delivered to the public. The Company has the right to disapprove and prohibit, or delete any parts of, such articles, papers, discussions, explanations or descriptions that might disclose the Company's Confidential Information or otherwise be contrary to the Company's business interests.

14.5 In consideration of the terms and conditions set forth herein, except as otherwise provided in this Section, during the Term with the Company and for a period of one (1) year following the termination of Rep's relationship with the Company for any reason, the Rep covenants and agrees that he/she/it will not, without the express written approval of the company, solicit any employees or representatives of the Company, or solicit any accounts that were not previously established by the Rep prior to employment with the Company, specifically, Rep will not solicit accounts with whom he/she did not have a relationship prior to employment and that were established during the period of his/her employment as the result of the products and services offered by the Company. This would be in connection with any product or service that is offered by the Company or that would be in direct competition to the Company. Accounts are defined as those individuals or entities with which the Company was the first to establish a business relationship; Rep may within the one year following the termination of Rep's employment establish accounts with those individuals

or entities with which the Company did not have a previous established business relationship **but only for products and services that are not offered by the Company**. In addition, the Rep may offer/sell products and services to previously established accounts that are different from those products and services that are offered by the Company.

14.6 The parties will take the necessary steps to inform its officers, directors and members of the obligations under this Section 13.

15. No Waiver. No waiver that is granted in any one instance will be construed as a continuing waiver that is applicable in any other instance. No consent or waiver that is expressed or implied by any party to this Agreement to or of any breach or default by any other party to this Agreement in the performance by such other party of its obligations hereunder, will be deemed or construed to be a consent or waiver to, or of, any breach or default of any other party of the same or any subsequent obligations hereunder. Failure on the part of any party to this Agreement to complain of any act or failure to act of any party to this Agreement or to declare such party in default, irrespective of how long such failure continues, will not constitute a waiver by the non-defaulting parties of their rights hereunder.

16. Non-Disparagement.

16.1 During the Term and thereafter, the Rep agrees not to publicly disparage (or privately disparage with any current client, sales rep, or supplier), the Company and the Company's officers, directors, employees, partners, members and agents, in any manner which is likely to be harmful to them or their business, business reputation or personal reputation. The Rep shall take the necessary steps to inform its officers, directors and members of the Rep's obligations under this section.

16.2 During the Term and thereafter, the Company agrees not to publicly disparage the Rep and the Rep's officers, directors, employees, partners, members and agents, in any manner which is likely to be harmful to them or their business, business reputation or personal reputation. The Company shall take the necessary steps to inform its officers, directors and members of the Company's obligations under this section.

17. Entire Agreement. The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No amendment or change can be made to this Agreement other than in writing and signed by both parties.

18. Governing Law. This Agreement will be construed and enforced according to the laws of the Commonwealth of Pennsylvania or Utah and any dispute under this Agreement must be brought exclusively in the state or federal courts of Salt Lake County, Utah and no other.

19. Headings in this Agreement. The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

20. Severability. If any term of this Agreement is found to be invalid or unenforceable by any court, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

21. Successors and Assigns. This Agreement is binding on the parties hereto and their respective heirs, representatives, successors and assigns. This Agreement may not be assigned by the Rep.

22. **Counterpart Execution.** This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which shall be considered together as one and the same instrument. Further, in making proof of this Agreement, it shall not be necessary to produce or account for more than one (1) such counterpart. Execution by a party of a signature page hereto shall constitute due execution and shall create a valid, binding obligation of the party so signing, and it shall not be necessary or required that the signatures of all parties appear on a single signature page hereto.

23. **Electronic Transmission.** Delivery of an executed counterpart of this Agreement may be made by facsimile or other electronic transmission. Any such counterpart or signature pages sent by facsimile or other electronic transmission shall be deemed to be written and signed originals for all purposes, and copies of this Agreement containing one or more signature pages that have been delivered by facsimile or other electronic transmission shall constitute enforceable original documents.

IN WITNESS WHEREOF each party acknowledges and agrees that such party has been given an opportunity for such party's legal counsel or advisors to review this Agreement, and understands the provisions of this Agreement, and the Parties have executed this Agreement on the date first written above.

Gentox Medical Services LLC.

_____ By:_____

Rep: Uriah Kennedy

Date: _____ ___, 20___ Chief of Marketing Operations

ADDENDUM A

Commision Structure			
Product	**Sub Products**	**Retail**	**Rep**
Mindray Analyzers	BS200 Tox	$ 31,990	$ 5,000
	BS200/ISE Blood	$ 38,990	$ 5,500
	BS480 Tox & Blood	$ 68,990	$ 8,500
	BC3600 CBC	$ 18,990	$ 2,000
	BC5390 CBC	$ 43,990	$ 6,000
	Tosoh AIA-360	$ 39,990	$ 5,500
	Tosoh AIA-900	$ 69,990	$ 6,500
	Tosoh AIA-900+9	$ 83,990	$ 7,000
	Reagent		10%
	License	$ 10,000	$ 500
PCR Analyzer	QuantStudio 3D	$ 30,000	$ 4,000
	Reagent	$ 330	$ 40
Ultrasound	DC-8 Expert		15%
	DC-70		15%
	DC-N3		15%
	M9/M8	$ 47,500	15%
	M7	$ 19,500	15%
	TE7	$ 33,500	15%
	Z6	$ 11,000	15%
Portable X-Ray		$ 53,000	$ 3,000
ChartLogic			Individually
Clinical Trials			3%
Chronic Care			$ 2.00
Zeel & Traumeel			12%
Refurbished Imaging			Individually
Mini-C-Arm			Individually
MRI		$ 1,300,000	$ 40,000
Philips C-Arm	Pulsera	$ 129,000	$ 7,740
	Veradius	$ 278,000	$ 16,680
Philips X-Ray	DuraDiagnost	$ 147,000	$ 7,350
	Mobile	$ 152,000	$ 7,600
	Retrofit	$ 69,660	$ 4,876
	Flex	$ 343,426	$ 17,171
Visaris X-Ray	Vision C Air Suite		
	Vision C HP Suite		
	Vision V Floor Suite		
	Vieworks Floor System	$ 72,800	$ 8,000
	Vision X Straight Arm	$ 65,900	$ 7,000
	Vision U U-Arm	$ 98,800	$ 8,000
	Vision DR Retrofit	$ 32,500	$ 5,000
	Vision DR Wireless Retrofit	$ 36,800	$ 5,000
HMN		$ -	$ 100
Laser Therapy			
	60 Watt	$ 34,440	$ 8,000
Aesthetic Lasers (Subject to Change)	Acupulse	$ 129,000	$ 8,000
	FemTouch	$ 96,000	$ 7,000
	M22 VascuPlus	$ 189,900	$ 8,000
Stem Cell/PRP	Stem Cell Kit (First 3)	$ 1,500	$ 200
	thereafter	$ 1,500	$ 150
	PRP Kit (First 3)	$ 550	$ 70
	thereafter	$ 550	$ 50
Dispensing		AWP	5%
ECG	CardioCare 2000	$ 2,395	$ 400
	Cardio 7	$ 2,995	$ 500
	Cardio 7S	$ 3,595	$ 500
	Portable ECG	$ 2,695	$ 500
	FC1400 Fetal	$ 2,995	$ 500
	BM3 Patient	$ 3,395	$ 500
PGx			$ 100
Cancer	Hereditary Cancer		15%
	Comp Carrier		15%
	NIPT		15%
	SimpleCF		15%
PCR Testing	All PCR Panels	$250 - $350	$ 30
	Reimbursment Range	$350 - $600	$ 60
	Under $250 = $0	$600 - $800	$ 100
		$800 +	$ 150
Skin Punch Biopsy	% after COGS at $100		15%
Cardio & Onco			10%
			10%
Finger Prick Tox			12%
Urine Tox			20%
Allergy	Kit	$ 4,493	$ 1,000
	Immunotherapy		10%
Biohazard Waste	Med Waste or Shredding	Year 1	7%
		Year 2	5%
		Year 3 on	2.5%
ANS Devices	TM Flow	$ 39,990	$ 6,000
Home Wound Care		See List	13%
Staffing Software		$100 Month	$ 20
Gel Packs	See Website		$ 5

Representative Signature: