

# WORLD INSTITUTE OF SURGICAL EXCELLENCE, LLC

## Independent Marketing Agent and Strategic Alliance Agreement

This agreement, entered into as of \_\_\_\_\_, 2012, ( herein after referred to as "Agreement") by and between **WORLD INSTITUTE OF SURGICAL EXCELLENCE**, an International Business Corporation (IBC) existing under the laws of the country of Costa Rica and whose US Headquarters and Registered Agent are located at:

**450 E 96<sup>th</sup> Street, Suite 500, Indianapolis, Indiana. 46240. United States**

(hereinafter referred to as "**WISE**"), and

Name: \_\_\_\_\_

Street \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_

State / Zip Code: \_\_\_\_\_ Telephone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

(hereinafter referred to as "**Partner**")

This agreement will take effect and become binding to both parties upon **Partner** properly executing the agreement and the remittance in full of the WISE Independent Marketing Agent Partner Training Expense and Performance Deposit and the subsequent execution by a duly authorized representative of **WISE**. At such time, Partner and WISE agree to comply with and be legally bound by the terms of this Agreement.

### Recital

WHEREAS, WISE is engaged in the business of a MEDICAL TOURISM FACILITATOR and related activities to consumers in North America seeking to travel abroad for health care treatment for a disease, ailment, condition, wellness or cosmetic procedure and who are seeking lower cost of care, higher quality of care, better access to care and / or different care than they could receive at home. And

WHEREAS, Partner and WISE desire to enter into a relationship, whereby Partner will be appointed as an **Independent Marketing Agent and Strategic Alliance Partner** to establish an Independent Marketing Agency to promote the sale of WISE services in the geographical area herein limited and defined as the United States of America, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed upon as follows:

## Section I - Term of Agreement Cancellation Provisions

**Term.** The term of this agreement is 2 years from the date that this agreement is signed by a duly authorized representative of WISE and will automatically renew at the end of the 2 year term unless either party exercises it's right to terminate the agreement.

**Cancellation.** This agreement may be canceled by either party at anytime. WISE or Partner may cancel this agreement by providing the other party a 30 day written notice of cancellation.

**Revocation of Authority.** Cancellation of this agreement revokes Partner's authority to act on behalf of WISE with WISE clients, vendors, strategic partners, alliances and all communication with the foregoing must stop immediately and Partner must also immediately stop soliciting new clients.

**Cancellation for Cause.** WISE reserves the right to cancel this agreement immediately for cause if Partner willfully or through neglect fails to conform with any of the provisions of this agreement. Additionally, WISE may cancel this agreement immediately for cause if Partner is convicted of a crime, files for bankruptcy protection, or is involved in civil or criminal litigation that WISE, at it's sole discretion, considers to be damaging to the reputation or goodwill of WISE.

## Section II -Definitions

For this Agreement each defined term shall have the meaning set out below:

- ◆ **WISE:** World Institute of Surgical Excellence, A Costa Rican International Business Corporation (IBC).
- ◆ **Partner:** The undersigned WISE Independent Marketing Agent.
- ◆ **Medical Tourism:** When a patient elects to travel to obtain health care treatment for a disease, ailment, condition, wellness, dental or cosmetic procedure and who are seeking lower cost of care, higher quality of care, better access to care and / or different care than they could receive at home.
- ◆ **Medical Tourism Facilitator:** Companies that market to, successfully procure a contract with, facilitate the flow on information on behalf of, arrange for for travel and health care services for, patients wishing to travel abroad and participate in medical tourism.
- ◆ **Medical Services Provider:** Doctors, Hospitals and Clinics
- ◆ **Health Care:** The prevention, treatment, management of illness and the preservation of physical, mental, wellness and dental well being through the services of WISE.
- ◆ **Commission Value:** The commission earned by WISE from hospitals and health care providers for various health care treatment and services. (Usually around 15% of gross.)
- ◆ **The Quick Starter- 1.75" Gold Colored Brass Commemorative Medallion:** The Quick Starter- 1.75" Gold Colored Brass Commemorative Medallion features the WISE logo on one side and a track athlete leaving the blocks on the other. This award is to signify an early step in the success of Partner.
- ◆ **Business Day:** Monday-Friday, 9AM CST – 5PM CST, except US and Costa Rican Holidays.
- ◆ **Business Unit:** The total operation under the control of a Partner including performance of any Independent Executive Consultant assigned to the Partner.

- ◆ **Independent Executive Consultant:** independent contractor sales representative either recruited by or assigned to partner that is the direct responsibility of the undersigned Partner.
- ◆ **Package Fee Program:** A proposal provided to a prospective WISE Client.
- ◆ **Qualifying Sale:** Client who has fully paid for their Package Fee Program, received treatment and arrived home.
- ◆ **Performance Deposit:** A deposit made by Partner to insure commitment to perform under the terms and conditions of the contract that is offset by a Quick Start Training Bonus after a nominal number of sales are made.
- ◆ **Foundational Performance Bonus:** Monthly bonus provided to a Partner for meeting minimum performance levels.
- ◆ **Success Performance Level:** The level of performance that WISE considers reasonable and realistically expected from dedicated Partners
- ◆ **Value Performance Level:** An attainable stretch goal provided to Partner to offer a target to strive for whose accomplishment always leads to lavish rewards and promotion.
- ◆ **'Pura Vida' Distinctive Champions Blue Jacket:** Bonus received for accomplishment of achieving Success Level Personal Sales Performance
- ◆ **"Inner Circle" Official Championship Blue Sapphire Award Ring:** Bonus received for accomplishment of achieving Value Level Personal Sales Performance.
- ◆ **Monthly Prestigious Private Club Allowance:** Bonus Received for Continued Value Personal Sales Performance.
- ◆ **ClubCorp:** The World Leader in Private Clubs, ClubCorp comprises an elite collection of private golf and country clubs, business clubs, sports clubs. ClubCorp clubs are unrivaled in their scope, quality of facilities and services, and are distinguished further by the collection of names on their rosters of membership. (ClubCorp.com)
- ◆ **Monthly Luxury Automobile Allowance:** Bonus received for Continued Success Level Business Unit Performance.
- ◆ **Zero Halliburton- Polished Gold Premier Attache:** Bonus received for accomplishment of achieving Success Level Business Unit Performance.
- ◆ **Independent Senior Executive Marketing Agent and Master Strategic Alliance Partner:** A Master Agent Agreement allowing a Partner to own and operate multiple Independent Marketing Agencies appointing and supervising the Partners and operations of those business units.
- ◆ **6' Valued WISE-Partner Business Unit World Sales Champion Trophy:** Bonus presented in Costa Rica at a ceremonial dinner, by the entire WISE Management team to recognize the accomplishment of achieving Value Level Business Unit Performance.
- ◆ **Monthly Executive Home Office Allowance:** Bonus for Continued Value Level Business Unit Performance.

*Performance Bonus Levels are re-evaluated by WISE from time to time and may change based upon market conditions.*

### **Section III -Appointment**

Appointment and Acceptance. WISE, by this Agreement, appoints Partner and Partner accepts the appointment to establish an Independent Marketing Agency whose purpose solely and exclusively to solicit, the sale of WISE services and such other services or products as may be added by WISE in the future.

**Partner Promises. Partner agrees to exclusively market WISE products and services and not to market any services that are in any way related to Medical Tourism other than those authorized and made available to Partner by WISE. Partner agrees not to own as a principle, work for as an employee, represent as an agent, or receive any form of compensation with any business of any kind without first requesting and receiving written consent from WISE. Partner Int: \_\_\_\_\_ WISE Rep Int: *ACK***

Partner Further Promises. In accepting this appointment Partner promises to: (a) comply with any state or Federal law, statute, or regulation pertaining to the solicitation of WISE services, FAIR BUSINESS PRACTICES, privacy laws and practices such as - HIPAA or laws regarding transparency of WISE fee programs; (b) present proposals and Fee Package Programs provided by WISE in their approved formats, when dealing with current or prospective clients; (c) use only materials furnished through or approved by WISE; and (d) not collect any fees for any reason on behalf of WISE with the single exception of a certified cashiers check that you collect and remit to WISE or its designee within 24 hours of receipt without commingling clients funds with Partner's own money or property. (The usual and customary policy of WISE is to have WISE financial offices bill and collect ALL funds from clients. This allows WISE to make timely and proper reservations and arrangements for clients treatment.)

No Authority to Bind. Partner will not, without the written consent of WISE, incur or attempt to incur any liability or expense on behalf nor will Partner waive any condition of services rendered or waive, modify or reduce any fees or considerations committed or payable to WISE.

### **Section IV - Independent Marketing Agent Web Site Creation, Training, Expense and Performance Deposit**

Performance Deposit. Partner upon acceptance of the WISE appointment to the position of Independent Marketing Agent and Strategic Alliance Partner will remit to WISE \$2495.00 US to secure the appointment and to compensate WISE for the providing of a fully functioning web site, initial training and expense associated with preparing Partner for the position.

Quick Start Bonus. WISE agrees to pay Partner a \$2500.00 US Quick Start Bonus upon receipt of the 100<sup>th</sup> qualified fully completed sale made by Partner (as a business unit- qualifying sales do not need to be personally sold by Partner) to clients who contract with WISE for services. WISE agrees to pay the Quick Start Bonus within 10 business days once the Client that is the 100<sup>th</sup> completed sale arrives home after receiving WISE services.

Quick Start Bonus: Once Partner has qualified to receive the Quick Start Bonus, WISE will send Partner the **“Quick Starter- 1.75” Gold Colored Brass Commemorative Medallion**”. The Quick Starter- 1.75” Gold Colored Brass Commemorative Medallion features the WISE logo on one side and a track athlete leaving the blocks on the other. This award is to signify an early step in the success of Partner.

*The quick start training bonus is separate and in addition to any other compensation, award, commission or bonus earned by Partner marketing WISE services.*

## **Section V - Compensation**

Weekly Personal Sales Distribution. WISE agrees to pay Partner weekly 35% of the commission value (CV) for each treatment or procedure provided by WISE to a Client sold personally by Partner. (not Partner's Executive Consultant) WISE will disburse each week on Wednesday to Partner commission for any patient arriving home by Friday of the previous week.

Weekly Override Distribution. WISE agrees to pay Partner a 10% override of the (CV) value for all qualified sales made by an Executive Consultant reporting to Partners business unit. WISE will distribute each week on Wednesday to Partner commission for any patient returning home by Friday of the previous week whose sales were generated by Partner's Executive Consultant.

Monthly Foundational Personal Sales Performance Bonus. WISE agrees to pay Partner a monthly bonus of an additional 5% of CV for each treatment or procedure provided by WISE to a Client sold personally by Partner in any calendar month as long as Partner meets a Foundational Level of Personal Sales Performance by selling minimum of 5 fully completed sales for the month. WISE will disburse the Monthly Foundational Performance Bonus on the 15<sup>th</sup> of each month for qualifying personal sales from the previous month. Should the 15<sup>th</sup> of any month not fall on a business day (Monday-Friday excluding holidays) the Monthly Foundational Performance Bonus will be disbursed on the next business day following the 15<sup>th</sup>.

Monthly Foundational Business Unit Sales Performance Bonus. WISE agrees to pay Partner a monthly bonus of an additional 5% of CV for each treatment or procedure provided by WISE to a Client sold by any and all Executive Consultant reporting to the Partner's business unit in any calendar month as long as the Executive Consultant individually meets a Foundational Level of Personal Sales Performance by selling minimum of 5 fully completed sales for the month. WISE will disburse the Monthly Business Unit Foundational Performance Bonus on the 15<sup>th</sup> of each month for qualifying Executive Consultant's sales from the previous month. Should the 15<sup>th</sup> of any month not fall on a business day (Monday-Friday excluding holidays) the Monthly Foundational Performance Bonus will be disbursed on the next business day following the 15<sup>th</sup>. Should some but not all Executive Consultants meet or exceed the Foundational Performance Level of 5 sales for the month, Partner will be paid the Monthly Business Unit Bonus of 5% of (CV) only on those Executive Consultants that meet or exceed Foundation Levels of Performance.

Success Personal Sales Performance Bonus. The Partner will be supplied by WISE the monthly personal sales performance level that it feels is reasonable and realistically expects Partner to achieve. This performance level is labeled SUCCESS PERSONAL SALES PERFORMANCE LEVEL as WISE anticipates that all Partners appointed have a reasonable chance to be successful in the WISE-Partner relationship and expects personal sales production from WISE Partners. The monthly Success Personal Sales Performance Level for all new Partners appointed by WISE is 50 qualifying sales per month.

The first month that Partner achieves SUCCESS PERSONAL SALES PERFORMANCE, Partner will receive as bonus separate from any other compensation, commission, override, bonus, award, the honorary **"PURA VIDA" DISTINCTIVE CHAMPIONS BLUE JACKET**. In advance of receipt, Partner must sign an agreement for the care and keeping of the official blue sports coat with WISE Logo, brass buttons, and "Pura Vida" above Partners name hand sown into the lining, which must only be worn only at official WISE events or while conducting WISE business.

Continued Success Personal Sales Bonus. After the first month of achieving SUCCESS PERSONAL SALES PERFORMANCE, any and every month that the Partner reaches or exceeds SUCCESS PERSONAL SALES PERFORMANCE LEVEL Partner will receive a plaque honoring their successful performance for that month.

Continued Success Personal Sales Performance Bonus. Should the Partner reach SUCCESS PERSONAL SALES PERFORMANCE LEVEL any 3 consecutive months, the Partner will also receive from WISE as a CONTINUED PERSONAL SALES SUCCESS PERFORMANCE BONUS a 3 day all expense paid trip to Costa Rica including airfare, lodging and a dinner with a member of the WISE Executive Management Team. As attainment of SUCCESS PERFORMANCE LEVEL is what WISE anticipates to be a reasonable and realistic achievement for the efforts of a Partner, it is expected that most Partners will enjoy 4 all expense paid 3 day weekend vacations per year in Costa Rica.

Value Personal Sales Performance Bonus. Each Partner will be provided a VALUE PERSONAL SALES PERFORMANCE LEVEL by WISE. The VALUE PERSONAL SALES PERFORMANCE LEVEL is designed to provide the Partner with an attainable stretch goal and target to strive toward. The VALUE PERSONAL SALES PERFORMANCE LEVEL for all new Partners appointed by WISE is 100 qualifying sales personal sales per month. The first month that Partner achieves VALUE PERFORMANCE LEVEL, Partner will receive as bonus separate from any other compensation, commission, override, bonus or award the honorary **"INNER CIRCLE" OFFICIAL CHAMPIONSHIP BLUE SAPPHIRE AWARD RING**.

Continued Value Personal Sales Performance Bonus. Should the Partner reach VALUE PERSONAL SALES PERFORMANCE LEVEL any 3 consecutive months, the Partner will also begin to receive from WISE as a CONTINUED VALUE PERSONAL SALES PERFORMANCE BONUS of a **"MONTHLY PRESTIGIOUS PRIVATE CLUB ALLOWANCE"** for personal and professional entertaining. The monthly prestigious private club allowance is a monthly stipend of \$500.00 USD provided to Partner to reimburse Partner for a membership to an exclusive ClubCorp Private Club (ClubCorp.com) or comparable private club of the Partners choosing.

The monthly prestigious private club allowance will be disbursed to the Partner on the 15<sup>th</sup> of each month for sales achievement in the previous month. To qualifying Partner must have personally sold a minimum of 100 personal sales for 3 consecutive months.

Should the Partner fall below 100 personal sales in a calendar month then Partner would be required sell a minimum of 100 personal sales for 3 consecutive months before WISE reinstates the monthly prestigious private club allowance. Should the 15<sup>th</sup> of any month not fall on a business day (Monday-Friday excluding holidays) the Monthly Foundational Performance Bonus will be disbursed on the next business day following the 15<sup>th</sup>.

Success Business Unit Performance Bonus. The Partner will be supplied by WISE the monthly business unit sales performance level that it feels is reasonable and realistically expects Partner to achieve. This performance level is labeled SUCCESS BUSINESS UNIT PERFORMANCE LEVEL as WISE anticipates that all Partners appointed have a reasonable chance to be successful in the WISE-Partner relationship. The monthly Success Personal Sales Performance Level for all new Partners appointed by WISE is 150 qualifying sales per month. (Which is reevaluated from time to time) The first month that Partner achieves SUCCESS BUSINESS UNIT PERFORMANCE, Partner will receive as bonus separate from any other compensation, commission, override, bonus, award, the honorary "**ZERO HALLIBURTON-POLISHED GOLD PREMIER ATTACHE**". (ZeroHalliburton.com)

Continued Success Business Unit Bonus. After the first month of achieving SUCCESS BUSINESS UNIT PERFORMANCE, any and every month that the Partner reaches or exceeds SUCCESS PERSONAL SALES PERFORMANCE LEVEL Partner will receive a plaque honoring their successful performance for that month.

Continued Success Business Unit Performance Bonus. Should the Partner reach SUCCESS BUSINESS UNIT PERFORMANCE LEVEL any 3 consecutive months, the Partner will also receive from WISE as a CONTINUED SUCCESS BUSINESS UNIT PERFORMANCE BONUS the "**MONTHLY LUXURY AUTOMOBILE ALLOWANCE**" for personal and professional use. The monthly luxury automobile allowance is a monthly stipend of \$1000.00 USD provided to Partner to reimburse Partner for the transportation expenses associated with the luxury automobile of the Partners choice. The monthly luxury automobile allowance will be disbursed to the Partner on the 15<sup>th</sup> of each month for sales achievement in the previous month. To qualifying Partner must have sold as a business unit a minimum of 150 qualified sales for 3 consecutive months. Should the Partner fall below 150 business unit sales in a calendar month then Partner would be required sell a minimum of 150 business unit sales per month for 3 consecutive months before WISE reinstates the monthly luxury automobile allowance. Should the 15<sup>th</sup> of any month not fall on a business day (Monday-Friday excluding holidays) the Monthly Foundational Performance Bonus will be disbursed on the next business day following the 15<sup>th</sup>.

Value Business Unit Performance Bonus. Each Partner will be provided a VALUE BUSINESS UNIT PERFORMANCE LEVEL by WISE. The VALUE BUSINESS UNIT PERFORMANCE LEVEL is designed to provide the Partner with an attainable stretch goal and target to strive toward. The VALUE BUSINESS UNIT PERFORMANCE LEVEL for all new Partners appointed by WISE is 250 qualifying business unit sales per month. The first month that Partner achieves VALUE BUSINESS UNIT PERFORMANCE LEVEL, Partner will receive as bonus separate from any other compensation, commission, override, bonus or award the honorary "**6' VALUED WISE-PARTNER BUSINESS UNIT WORLD SALES CHAMPION TROPHY**".

The 6' valued WISE-Partner business unit world sales champion trophy will be presented to Partner at a elegant dinner in Costa Rica by the entire WISE Management Team. WISE will arrange at it's expense first-class travel, accommodations and tourism activities for Partner and Partner's immediate family to come to Costa Rica for a 3 day weekend to receive the award.

Value Business Unit Performance Bonus. Once Partner has achieved Value Business Unit Performance Level, Partner is immediately qualified for promotion to INDEPENDENT SENIOR EXECUTIVE MARKETING AGENT and MASTER STRATEGIC ALLIANCE PARTNER. The Senior Executive Marketing Agent is granted by WISE the privilege and opportunity to develop up to 5 additional WISE-Partners to be incorporated into the Senior Executive Marketing Agent's business unit under the terms and conditions of the Independent Senior Executive Marketing Agent and Master Strategic Alliance Partners agreement.

Continued Value Business Unit Performance Bonus. Should the Partner reach VALUE BUSINESS UNIT PERFORMANCE LEVEL any 3 consecutive months, the Partner will also receive from WISE as a CONTINUED VALUE BUSINESS UNIT PERFORMANCE BONUS the **"MONTHLY EXECUTIVE HOME OFFICE ALLOWANCE"**. The monthly executive home office allowance is a monthly stipend of \$5000.00 USD provided to Partner to reimburse Partner for expenses associated with maintaining a home office and executive housing. The monthly executive home office allowance will be disbursed to the Partner on the 15<sup>th</sup> of each month for sales achievement in the previous month. To qualifying Partner must have sold as a business unit a minimum of 250 qualified sales for 3 consecutive months. Should the Partner's business unit monthly volume fall below 250 sales in a calender month then Partner would be required sell a minimum of 250 business unit sales per month for 3 consecutive months before WISE reinstates the monthly executive home office allowance. Should the 15<sup>th</sup> of any month not fall on a business day (Monday-Friday excluding holidays) the Monthly Foundational Performance Bonus will be disbursed on the next business day following the 15<sup>th</sup>.

## **Section VI -Independent Contractor**

No Employer-Employee Relationship. Partner is for the purpose of this Agreement, an Independent Contractor. Nothing in this Agreement is intended to nor does it create an employer-employee relationship between Partner and WISE. Partner agrees that Partner is an Independent Contractor and Partner will not take a position contrary to that of being an Independent Contractor.

Manner and Means of Work. Partner, as an Independent Contractor, is free from direction and control as to the material details of Partner's work. Partner will decide when, where, and the manner and means of conducting Partner's duties under this Agreement, including setting Partner's own business hours and days of work.

Responsibilities as an Independent Contractor. Partner are responsible for and shall pay all general and overhead expenses and transportation costs related to Partner's pursuit of the fulfillment of this Agreement. Partner are responsible for and shall pay all fees resulting from Partner's Independent Contractor status, including but not limited to, state and Federal income taxes, self-employment tax (Social Security), workers' compensation insurance, and unemployment taxes or assessments. Partner will receive an IRS Form 1099 reflecting annual amounts paid to Partner hereunder.



Partner is responsible for and shall pay all taxes, duties, assessment and other governmental charges, now or in the future, related to carrying out Partner's obligations under this Agreement on any amounts paid to Partner by WISE. Partner agree to be bound by the duties and responsibilities placed on Partner by Federal and state laws, codes, statutes, and regulations as an Independent Contractor.

## **Section VI -Compliance**

**Ethics.** Partner agrees to review, sign and uphold the WISE Hippocratic Oath attached hereto as Schedule A and WISE Code of Ethics attached hereto as Schedule B.

**Training.** Partner agrees to receive and/or participate in training with respect to WISE products and services available to prospective clients of WISE, and to satisfactorily complete any web-based examination of product and service knowledge. Partner understands that failing to satisfactorily complete any web-based examination of a WISE product or service could result in WISE suspending the Partner's ability to market that particular service or product.

**Presentations.** At the beginning of any solicitation of a prospective WISE client, Partner agrees to inform client that Partner is an Executive Partner representing WISE. Partner agree to make no misleading or deceptive statements to a prospective clients and Partner will provide to any prospective client only the company provided materials that explain the benefits of WISE products and services.

**Advertising.** Partner will request and obtain approval from WISE or its designee prior to distributing ANY piece of public relations or advertising material of any kind or nature whatsoever to ensure that such advertising is in compliance with the law and policy and procedures of WISE. "Advertising Material" includes printed materials, broadcast scripts, web site content and all other forms of communication in any medium. The contents of any web site used by Partner in the promotion and marketing of WISE services will be subject to pre-approval by WISE. Any modification of such material shall also be subject to pre-approval by WISE. On any approved advertising that Partner uses, Partner will affix the compliance code obtained from WISE or its designee and the effective date of the advertising approval, which approval shall expire one year from the date of approval or sooner if notified by WISE.

**Unfair or Deceptive Practices.** Partner agree that Partner will not engage in any unfair or deceptive trade practices as defined under applicable laws or any conduct that might cause damage to the goodwill and/or business reputation of WISE.

**Complaints.** Partner will notify WISE promptly of any complaint from a WISE client, vendor or from any governmental or non-governmental entity. WISE may request Partner cooperation in responding to a complaint of a WISE Client or prospective Client. Partner agrees to provide cooperation and assistance to WISE in connection with the inquiry or complaint in a timely manner. If Partner receive any such inquiry or complaint or are named as a party to a lawsuit, Partner will promptly notify WISE and provide all relevant information to WISE.

## **Section VIII -Legal Entity, Name and Web Site Domain.**

Legal Entity. Partner will accept responsibility to form a legal business entity in the State were they reside and supply WISE with proof from the Secretary of State of the official formation of the business entity. A sole proprietorship or Partnership is not an acceptable legal structure for WISE. WISE only appoints a single Individual as Independent Marketing Agent and that single individual must own 100% of the shares in Partner's company with the possible exception of a spouse ( spouse may own shares only upon WISE written approval). This fact may limit the use of a Limited Liability Company in some states that require multiple members for the formation of a LLC) Partner agrees to seek independent counsel on the best strategy in what is the most advantageous and acceptable legal structure for the relationship.

Business Name. The Legal entity formed by the Partner must adopt the trade name WISE-(Partners Surname), Inc. - S or C Corporation or Limited Liability Company L.L.C.. For the purpose of example, if the Partners name is John Smith and Mr. Smith wishes to form a S Corporation in his state, the company would be named WISE-Smith, Inc.. (If not available through the Secretary of State or if name happens to be in use by another WISE-Partner, Partner will contact WISE for approval of an alternative name for the business entity.)

Domain name. Partner will be responsible for registering the domain name and paying all fees associated with web hosting for the WISE-Partner web site. Partners web site (using the above example) would be WISE-Smith.com. (If domain name is not available Partner will contact WISE for approval of an alternative domain name.)

## **Section IX-Partners Right to Sell Business Entity**

Partner has the right to sell Partner's rights, obligations and interests with WISE and in this contract as long as a) Partner's relationship with WISE is in good standing. b) Partner has been in business with WISE actively promoting WISE products and services for a minimum of 24 months. c) Partner presents the details of the proposed sale to WISE in advance and WISE approves the new buyer.

WISE approval. WISE must approve the sale of Partners business entity in writing and in advance of the transaction. WISE agrees that approval will not be unreasonably withheld as long as new owner meets the same qualifications and approval process of any new Partner appointed by WISE.

## **Section X- Dispute Resolution**

Early Conference Resolution. This Agreement is understood to be clear and enforceable as written and is executed by both parties on that basis. However, Partner understands that if Partner should later challenge any provision of this Agreement as unclear or unenforceable, or if Partner should seek to challenge WISE's performance of the Agreement either during or after the termination of this agreement, Partner agrees to first notify WISE in writing and meet with an WISE representative and a certified, neutral mediator (if WISE elects to retain one at its own expense) to discuss resolution of any disputes between the Parties.

Partner agrees to provide this notification prior to initiating any formal complaint or proceeding with a court of law, administrative agency or any other regulatory body. All rights of both parties will be preserved if the Early Resolution Conference requirement is complied with even if no agreement is reached in the conference.

Arbitration. In the event no agreement is reached in the Early Resolution Conference, WISE and Partner agree that in the event of any legal dispute between us or our representatives concerning this Agreement of Partner's or our legal rights arising from or relating to the contractual relationship between WISE and Partner, the parties shall submit their dispute to binding arbitration; provided, however, that WISE may, at any time, pursue the preliminary remedies specifically provided for below in a court of law and thereafter require arbitration of all remaining issues of final relief. This arbitration agreement is governed by the US Federal Arbitration Act. The American Arbitration Association, or other mutually agreeable arbitration service, will conduct the Arbitration. At the request of either Party, the arbitrator(s) shall be duly licensed to practice law in the State of Indiana. Either Party may pursue a motion for summary judgment from the arbitrator(s) under the Federal standard. Each Party will be allowed at least one deposition. The arbitrator(s) shall be required to state in a written opinion all facts and conclusions of law relied upon to support any decision rendered. No arbitrator will have authority to render a decision that contains an outcome determinative error of state or Federal law, or to fashion a cause of action or remedy not otherwise provided for under applicable state or Federal law. Any dispute over whether the arbitrator(s) authority has been exceeded will be resolved by summary judgment in a court of law. In all other respects, the arbitration process will be conducted in accordance with the American Arbitration Association's commercial arbitration rules or other mutually agreeable arbitration service rules. All proceedings shall be conducted in Marion County, Indiana, San Jose, Costa Rica or another mutually agreeable site. The duty to arbitrate described above shall survive the termination of this Agreement. The arbitration decision will be enforceable through a judgment to be entered in a court of competent jurisdiction upon the motion of either Party. Except as otherwise provided for in this Agreement, the Parties hereby waive trial in a court of law or by jury. All other rights, remedies, time limitations and defenses allowed by law remain in effect.

Injunctive Relief. Without limiting the generality of the foregoing, by executing this Agreement Partner agrees that it is impossible to measure in money the damages which may accrue to WISE if Partner breaches or threatens to breach any of the covenants, agreements or obligations set forth in this Agreement. Accordingly, if any action or proceeding is commenced on behalf of WISE to enforce any for the provisions contained in this Agreement, Partner understands and agrees that WISE would not have an adequate remedy at law or would be irreparably injured by such breach or threatened breach and that WISE would be entitled to injunctive relief to enforce the provisions of this Agreement. In any such action or proceeding or in any suit filed, unless otherwise provided by law, Partner shall pay all of WISE's reasonable attorney's fees, expenses, and costs incurred in connection therewith.

## **Section XI -Restrictions, Prohibited Activities, Penalties**

**Prohibited Activities.** While this Agreement is in effect or after its termination, Partner shall not: (a) reveal, except in the course of carrying out Partner duties under this Agreement, the name, identity, address or telephone number of any WISE Client or (b) do anything to damage the good will or business reputation of WISE.

**Confidentiality.** Partner agrees that in carrying out Partner's obligations under this Agreement Partner will come into possession of confidential or proprietary information of WISE and Associations including, but not limited to training materials, and product information ("Confidential Information"). Partner agree that Partner will not reproduce or alter any Confidential Information. Partner further agree that Partner will not use or disclose any Confidential Information except as required to perform Partner's duties hereunder or if required by state or Federal law. Partner further agrees that upon the termination of this Agreement for any reason, Partner will return all Confidential Information in Partner's possession or under Partner's control to WISE.

**Non- Competition.** Partner agrees that upon termination of this agreement that Partner will not compete with WISE for a period of 2 years. Competition is understood by Partner to mean. Partner will not own as a principle, work for as an employee, represent as an agent, or receive any form of compensation with any business that solicits American citizens to travel abroad to receive healthcare. Partner agrees that upon cancellation of this contract and for a 2 year period thereafter that Partner will not contact any WISE client, vendor, strategic alliance, health care provider.

Partner agrees to forfeit to WISE 100% of all revenue gained by competition with WISE within the 2 year protection period and agrees to pay liquidated damages to WISE in the amount of \$1000.00 USD for any violation of the covenant not to compete contained in this paragraph.

This non compete provision does not apply if the contract is terminated due to WISE violating the terms and conditions of this agreement.

Partner's Int: \_\_\_\_\_ WISE Rep Int: *ACK*

## **Section XII -Amendment & Miscellaneous Provisions**

**Audit Rights.** WISE, itself or by its agents, shall have the right, on reasonable written notice, during regular business hours and at WISE's expense, to review and audit Partner books and records relating to Partner's obligations hereunder. WISE shall reimburse Partner for expenses incurred by Partner in assisting WISE in such review and audit. The provisions of this Section (1) shall survive for a period of two (2) years after any termination of this Contact by either Party and for any reason.

**Entire Agreement: Amendments.** This Agreement sets forth the entire agreement and understanding between Partner and WISE with respect to the matters set forth herein and supersedes any and all prior written or oral discussions, negotiations, proposals, agreements, arrangements and understandings among Partner and WISE relating hereto. The provisions of this Agreement may not be modified, changed, amended or rescinded in any manner except by a written instrument signed by Partner and by a duly authorized representative of WISE.

**No Assignment.** This Agreement shall be binding upon and inure to the benefit of Partner and WISE and our respective successors and assigns. Notwithstanding the foregoing, no assignment of any rights or obligations shall be made by Partner without the written consent of WISE.

**Waivers.** The failure of either Partner or WISE at any time to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same or any other provision. No waiver by Partner or WISE of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing, and no waiver in anyone or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

**Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

**Interpretation.** The headings preceding the text of provisions included in this Agreement are for convenience only and shall neither be deemed part of this Agreement nor be given any effect in interpreting this Agreement. The use of the masculine, feminine or neuter gender herein shall not limit any provision of this Agreement. The use of the terms "including" or "include" shall in all cases herein mean "including, without limitation" or "include, without limitation," respectively. Partner and WISE have jointly participated in the negotiation and drafting of this Agreement. In the event of any ambiguity or if a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by Partner and WISE and no presumption or burden of proof shall arise favoring either of us by virtue of the authorship of any provisions of this Agreement.

Notices. Any notice, request, instruction or other communication to be given hereunder by Partner or by WISE shall be in writing and shall be deemed to have been given, (a) when received if given in person or by a messenger or courier service, (b) on the date of confirmed transmission if sent by facsimile or other wire transmission or (c) three (3) Business Days after being deposited in the U.S. mail, certified or registered, postage prepaid, addressed if to Partner at the address or facsimile number set forth below and if to WISE to the attention of the Corporate Secretary at the address or facsimile number set forth at the beginning of this Agreement, or to such other address or facsimile number as the intended recipient may designate for itself by notice given as herein provided.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without reference to its choice of law rules. Partner and WISE each irrevocably agree that any legal action or proceeding under, arising out of or in any manner relating to this Agreement shall be brought in state or Federal court in Marion County, Indiana and Partner and WISE each hereby assents and submits to the personal jurisdiction by such courts in any such action or proceeding.

Inability to Perform. In the event Partner or WISE should be prevented from completing performance, in whole or in part, of any obligation hereunder by any act of God or any other occurrence which is beyond the control of the Parties hereto, the Party so prevented shall be excused from the applicable performance to the extent appropriate.

Indemnification and Hold Harmless. Partner agree to indemnify and hold harmless WISE for all costs, expenses, and attorney fees the WISE Indemnified Parties may incur in recovering from Partner any property or indebtedness belonging to or due an WISE Indemnified party. Partner agree to indemnify and hold harmless the WISE Indemnified Parties for any claim, loss, expense, cost or liability, which the WISE Indemnified Parties may incur resulting from Partner's breach of this Agreement, or violation of any law or regulation or failure to comply with any court order.

It is agreed and understood between WISE and Partner, that Partner's Agreement does not, and is not intended to give WISE the power or right to control the material details of the work Partner perform in connection with Partner's Agreement. As an Independent Contractor and, as intended by Partner's Agreement and by the Parties hereto, Partner has the sole and exclusive power and right to control the details or Partner's work.

**IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.**

**Independent Marketing Agent**

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Signature

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Printed

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Date

**World Institute of Surgical Excellence**

*Anthony C. King*

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Anthony C. King  
Executive Vice President  
Vice President of Sales, North America

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Date