



## BESHERT CORP

### Scheduling Medical Specialty Appointments throughout New York and New Jersey

#### Marketing Services Agreement

This Marketing Services Agreement (“Agreement”) is made and entered into effective \_\_\_\_ \_\_, 2014, (“Effective Date”) by and between \_\_\_\_\_, (“Principal”) with a principal address located at \_\_\_\_\_, and Beshert Corp., (“Consultant”) located at 78 Oak Trail Road, Hillsdale, New Jersey (otherwise known as the “Parties”).

**Whereas**, Principal is a \_\_\_\_\_ providing goods and/or services in the states of \_\_\_\_\_

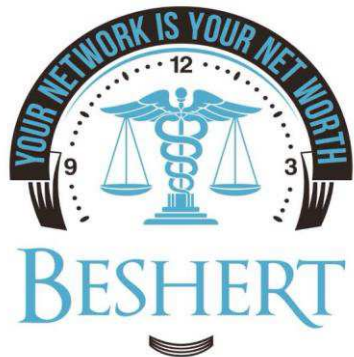
**Whereas**, Consultant has experience and expertise in marketing on behalf of such providers and other health care related entities; and

**Whereas**, Consultant desires to establish a mutually beneficial relationship with the Principal to promote and market its goods and services to the public at large and health care community;

**NOW, THEREFORE**, it is agreed that the parties shall establish a marketing relationship under the terms as follows:

#### I. Scope of Agreement.

- a. In consideration for payment to Consultant by Principal as detailed below, Consultant shall provide the following services to Principal:
  - i. Consultant will advertise and promote statewide goods and services available from Principal to the public as well as health care community in New York as well as New Jersey;
  - ii. Consultant will advertise Principal’s goods and services through select direct mails, faxes, emails, website, and/or recorded phone messages;
  - iii. Consultant will promote Principal’s goods and services at seminars;
  - iv. Consultant will consult with Principal on a regular basis and provide its expertise and recommendations on the marketing of the goods and services.
  - v. Consultant shall set up business meetings, dinners, and other networking events to promote Principal’s goods and services.



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#### II. Flat Fee Compensation:

In consideration for the services provided to Principal above, Principal agrees to pay Consultant the amount of \_\_\_\_\_ (\$\_\_\_\_\_.00) dollars per month payable on a 1099 basis. Consultant shall be responsible for all taxes and withholdings on these payments and this fee is all inclusive of any costs and expenses of Consultant.

#### III. Term and Termination:

- a. This Agreement shall commence on the Effective Date and shall remain in full force and effect (unless terminated earlier as provided below) for one year thereafter.
- b. This Agreement can be terminated without cause by either party upon sixty (60) days prior written notice to the other party.
- c. This Agreement may be terminated by a party for cause immediately by written notice upon the occurrence of any of the following events:
  - i) If the other ceases to do business, or otherwise terminates its business operations;
  - ii) If the other materially breaches any material provision of this Agreement and fails to cure substantially such breach within thirty (30) days of written notice describing the breach;
  - iii) Effective immediately and without notice if either party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within ninety (90) days);
  - iv) Upon two months prior notice to the other party in writing by either party if that party determines in good faith that it is not economically feasible to continue the agreement.

#### III. Relationship of the Parties:

The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement and are not partners or joint venturers, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Neither party nor its agents or employees are the representatives of the other party for any purpose and neither party has the power or authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever.



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#### IV. Notices:

Notices under this Agreement shall be sufficient only if personally delivered, delivered by a major commercial rapid delivery courier service or mailed, postage or charges prepaid, by certified or registered mail, return receipt requested to a party at its addresses set forth on the first page above or as amended by notice pursuant to this Section. If not received sooner, notice by mail shall be deemed received five (5) days after deposit in the U. S. mails.

#### V. Indemnity Provisions.

a) **Indemnity by Principal.** Principal shall indemnify and hold Consultant and its shareholders, directors, officers, employees, and agents harmless from and against any and all liability (whether accrued, absolute, contingent or otherwise), loss, damage, expense (including reasonable counsel fees and expenses) or deficiency resulting from any misrepresentation, breach of warranty or non-fulfillment of any agreement on the part of Principal or its directors, officers, or employees under this Agreement, and from any act, negligence or omission of Principal or its directors, officers, or employees or contractors in or about the Center during the term of this Agreement and any renewal thereof. To be entitled to such indemnification, Consultant shall give prompt written notice of the assertion by a third party of any claim with respect to which Consultant might bring a claim for indemnification hereunder, and in all events must have provided such notice within the applicable period for defense of such claim by Consultant. Principal shall have the right, at Principal's own expense, to defend and litigate any such third party claim, using legal counsel selected by Principal. This provision shall survive the termination of this Agreement.

b) **Indemnity by Consultant.** Consultant shall indemnify and hold Principal and its shareholders, directors, officers, employees, and agents harmless from and against any and all liability (whether accrued, absolute, contingent or otherwise) loss, damage, expense (including reasonable counsel fees and expenses) or deficiency resulting from any misrepresentation, breach of warranty or non-fulfillment of any agreement on the part of Consultant or its directors, officers, or employees under this Agreement, and from any act, negligence, or omission of Consultant, its directors, officers, or employees during the term of this Agreement and any renewal thereof. To be entitled to such indemnification, Principal shall give Consultant prompt written notice of the assertion by a third party of any claim with respect to which Principal might bring a claim for indemnification hereunder, and in all events must have provided such notice within the applicable period for defense of such claim by the Principal. Consultant shall have the right, at Consultant's own expense, to defend and litigate any such third party claim, using legal counsel selected by Consultant. This provision shall survive the termination of this Agreement.



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#### V. Miscellaneous

- a. **Prohibition Against Assignment.** Neither this Agreement nor any rights, licenses or obligations hereunder, may be assigned by either party without the prior written approval of the non-assigning party. Any attempted assignment in violation of this section will be void and without effect. Subject to the foregoing, this Agreement will benefit and bind the parties' successors and assigns.
- b. **Personal Service Safe Harbor.** Consultant warrants and represents that all financial relationships with Principal are at arm's length and all compensation received pursuant to such relationships is calculated and paid based upon fair market value for items and services rendered by the respective parties to such relationship. Both parties hereby represent that it is aware of the Anti-Fraud and Abuse Amendments to the Social Security Act, the Medicare and Medicaid Program Protection Act, the Federal Anti-kickback safe harbor Regulations, the Federal Stark self-referral law and applicable state health care laws. Both parties further understand that neither party can knowingly or willfully offer, pay, solicit or receive remuneration in order to induce business and if it does so, both parties may be subject to civil and/or criminal penalties. Both parties also agree that they shall abide by all other laws, rules and regulations promulgated by any governmental authority having jurisdiction over the parties.
- c. **Non-Solicitation / Non-Compete.** Both Consultant and Principal agree that each shall not, during the term of the agreement and for a period of three (3) years after the termination of this Agreement for any reason whatsoever, directly or indirectly, solicit the trade or patronage of any current or established customers/clients/patients/referral sources or prospective customers/clients/patients/referral sources of the other, with respect to any of the services, products, trade secrets or other matters of the other.
- d. **Applicable Law; Arbitration; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to conflict of law principles thereof. All disputes under this agreement shall be submitted to binding arbitration venued in the State of New Jersey with the National Arbitration Forum or American Arbitration Forum under their commercial arbitration rules and procedures. In any action to enforce this Agreement, the prevailing party shall not be entitled to costs and attorneys' fees.
- e. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, documents, agreements and prior course of dealing, and shall not be effective until signed by both parties.



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- f. **Severability.** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
  
- g. **Headings.** Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement.

VI. Signatures

Principal

CONSULTANT

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:  
Title:

Name: Rob Alon, CEO

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_