Merchant Services Agreement

IMPORTANT NOTICE: This Merchant Services Agreement ("Agreement") is a legally binding contract between **Company** ("Company", "you" or "your") and CodeToolz. You or CodeToolz may terminate this Agreement for convenience at any time.

I. Effective Date. This Agreement is entered into as of the date of your signature. ("Effective Date")

II. Merchant Engagement. Subject to the terms and conditions of this Agreement, CodeToolz hereby engages you as a Merchant to promote the CodeToolz Contract Analyzer.

III. Performance. You will use your best efforts and reasonable judgment in your performance under this Agreement. You will not enter into any agreements and will not make any representations or warranties on behalf of CodeToolz except as expressly authorized by CodeToolz.

IV. Compensation. As full compensation for your services under this Agreement, CodeToolz will pay you commissions of $500 per paying-referral. The $500.00 commission, per paying-referral, will also be paid to **Company** upon each annual renewal for the life of the agreement with any referred provider or practice.

V. Representations. You hereby represent that: (a) you are free to enter this Agreement; (b) your entering into this Agreement does not violate the terms of any other agreement between you and any third party; (c) in rendering your duties, you shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which you do not have a proprietary interest.

VI. Term of Agreement. The Term of this Agreement shall begin on the Effective Date and end when either you or CodeToolz terminates this Agreement in accordance with the following provisions: (a) you may terminate this Agreement for convenience at any time upon three (3) business days prior notice to CodeToolz; (b) CodeToolz may terminate this Agreement for convenience at any time upon three (3) business days prior notice to you; and, (c) CodeToolz may terminate you immediately without notice if you are convicted of any crime or offense, are guilty of serious misconduct in connection with performance hereunder, or materially breach any provision of this Agreement.

VII. Expenses. During the term of this Agreement, you are solely responsible for your operating expenses and shall not be entitled to any reimbursement for any expenses incurred in connection with the performance of your duties hereunder.

XIII. Confidentiality. You acknowledge that during the engagement you may have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by CodeToolz and/or used by CodeToolz in connection with the operation of its business including, without limitation, CodeToolz's business and product processes, methods, customer lists, accounts and procedures ("Confidential Information"). You agree that you will not disclose any Confidential Information, directly or indirectly, or use any Confidential Information in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with CodeToolz. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the CodeToolz, whether prepared you or otherwise coming into your possession, shall remain the exclusive property of CodeToolz. You shall not retain any copies of the foregoing without CodeToolz's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by CodeToolz, you shall immediately deliver to CodeToolz all such files, records, documents, specifications, information, and other items in your possession or under your control.

IX. Merger. This Agreement shall not be terminated by the merger or consolidation of CodeToolz into or with any other entity.

X. Independent Contractor. This Agreement shall not render you an employee, partner, or joint venture with CodeToolz for any purpose and not an agent of CodeToolz for any purpose not stated in this Agreement. You are and will remain an independent contractor in your relationship to CodeToolz. CodeToolz shall not be responsible for withholding taxes with respect to your compensation hereunder. You shall have no claim against CodeToolz hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

XI. Insurance. CodeToolz will not carry liability insurance to cover your activities. If desired, you may carry your own liability insurance relative to any service that you perform for CodeToolz.

XII. Successors and Assigns. All the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

XIII. Choice of Law. The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

XIV. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be first handled between you and CodeToolz. If a controversy cannot be settled without outside intervention, it shall be brought and settled in Texas in accordance with the rules of the American Arbitration Association or brought before any other arbitration service mutually agreed upon and the judgment upon award may be entered in any court having jurisdiction thereof.

XV. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY TO FULFILL ITS ESSENTIAL PURPOSE: IN NO EVENT SHALL CODETOOLZ BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT IN EXCESS OF THE AMOUNT OF COMMISSIONS OWING HEREUNDER; AND, IN NO EVENT SHALL CODETOOLZ BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMIITATION LOSS OF PROFITS, HOWSOEVER ARISING, EVEN IF COMPANY WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

XVI. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

XVII. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

XIII. Assignment. You shall not assign any of your rights under this Agreement or delegate the performance of any of your duties hereunder, without CodeToolz's prior written consent.

XIX. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be by email (electronic mail).

XX. Modification or Amendment. No amendment change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

XXI. Entire Understanding. This document and any exhibits attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

XXII. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

For CodeToolz

_____
Dana R. Bellefountaine Jr.
CEO
CodeToolz

_____
[Date]

For Company

_____
Name
Title
Company

_____
[Date]