

**PROFESSIONAL SERVICES AGREEMENT
(SUB-CONTRACTOR)**

This Professional Services Agreement (the "Agreement") is entered into as on _____ between
USMDDirect.com (Client) and _____ ("Physician /Consultant") ("Subcontractor")

AGREEMENT

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

PROFESSIONAL SERVICES:

Physician/ Consultant shall perform the services for USMDDirect.com (Client) in a good and workman like manner.

PAYMENT FOR SERVICES:

USMDDirect.com will collect the fees for services provided by Physician/Consultant via PayPal / credit card. The fund will be transferred to physician pay pal account at the end of consultation. USMDDirect.com will charge 30% for overhead and services provided to physician. Physician/Consultant acknowledges and agrees that it shall be the obligation of physician/consultant to report as income all compensation received by client pursuant to this agreement and to make the proper tax withholding for compensation paid to Physician/Consultant for the services performed in connection with this agreement.

PROFESSIONAL LIABILITY:

Physician should maintain their professional liability insurance at all time and will be responsible for any wrong doing. Physician should maintain the active Medical licensee in there respected states. Failure by the physician/ consultant to comply with the paragraphs mentioned above will constitute a breach.

SOLICITATION:

During the term of this agreement and for a period of one year after the termination of this agreement, Physician/Consultant shall not (1) Solicit business from or perform any services for USMDDirect.com (client)

HEALTH STATUS:

Do you suffer from a medical, behavioral, substance abuse, or other health problem that interferes with your ability to performed services.

() YES () NO

PROFESSIONAL HISTORY:

A. have your clinical privileges and /or staff membership at any health care facility ever been

denied, revoked, suspended, not renewed, surrendered following notice of investigation or disciplinary action or otherwise acted against, either voluntarily or involuntarily?

YES NO

B. Has any medical or professional organization, any licensing agency, state, district, territorial possession, or country, ever denied you membership or renewal, revoked your membership, taken action against you, accepted your voluntary or involuntary relinquishment of professional licensure or DEA registration, or disciplined you in any way?

YES NO

C. Have you ever been convicted of any felony, or any criminal offense which relates to the practice of medicine?

YES NO

INDEMNIFICATION:

Physician/ Consultant shall indemnify and hold harmless **USMDDirect.com** (Client), its directors and employees, against all loss, settlement, costs or expenses (including legal fees), as incurred resulting from or arising out of any breach of this Agreement by Subcontractor.

TERM AND TERMINATION:

This Agreement shall commence on the date first written above and shall continue until terminated as follows:

1.1. Either party may terminate the Agreement in the event of a breach by the other party if such breach continues uncured for a period of thirty (30) days after written notice, or upon written notice to the other party if either party is adjudicated bankrupt or files a voluntary petition of bankruptcy

1.2. Either party may terminate this Agreement by giving one (1) weeks prior notice.

BINDING ARBITRATION:

In the event a dispute of any kind or nature arises under this Agreement, or any matters related to this Agreement, the parties shall, within ninety (90) days of the receipt by the other party of a demand for arbitration, select a mutually agreeable arbitrator and submit the dispute under the Commercial Arbitration Rules of the American Arbitration Association. In the event the parties are unable to agree upon an arbitrator, the arbitrator shall be appointed in accordance with the rules and procedures of the American Arbitration Association. The party demanding arbitration shall forward the fees for the arbitration proceedings. However, the arbitration fee shall be paid or reimbursed by the no prevailing party, as determined by the arbitrator, who shall also award appropriate attorney's fees and costs to the prevailing party. Notwithstanding the foregoing, in the event that either party has a right to injunctive relief under the express terms of this Agreement, then such party shall have the right to commence a legal action in any court of competent jurisdiction in the State of New Jersey to enforce such right of injunction, along with any damage rights or remedies arising out of the same set of circumstances giving rise to such right of injunctive relief.

GENERAL:

(a) Assignment. Neither party shall assign the Agreement or their respective rights and obligations under this Agreement without the prior written consent of the other party.

(b) Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any provision of this Agreement is for any reason found by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

(c) Complete Understanding Modification. This Agreement constitutes the full and complete understanding and

Agreement of the parties hereto and supersedes all prior understandings and agreements. Any waiver, modification or amendment of any provision of this Agreement shall be effective only in writing and signed by the parties thereto.

(d) Waiver. The failure of either party to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition.

(e) Incorporation by Reference. Any exhibits referred to within this Agreement shall be considered as incorporated into, and part of, this Agreement.

(f) Notices. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified above or at such other address as the party shall specify in writing and shall be by personal delivery, facsimile transmission or certified or registered mail. Such notice shall be deemed given upon personal delivery to the appropriate address or upon receipt of electronic transmission or, if sent by certified or registered mail, three days after the date of the mailing.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date and year first written above.

USMDDirect.com (“Client”)

Physician/Consultant (“SUBCONTRACTR”)

Fed ID#:

SSN#:

By: _____

By: _____

Name: Fawad Zafar Khan, MD

Name:

Title: President/CEO USMDDirect.com

Title:

Date:

Date: