

VIGILANT SOCIETY



Mailing Address: P.O.Box 57483 Oklahoma City, Oklahoma 73157
Executive Offices (employment only):
Do Not Call Until Requested (682) 227 2222 Do Not Call Unless Requested
Fax: (212) 813 3246 / info@vigilantsociety.com

MEMBERS ONLY
MEDICAL CONCIERGE
SERVICE

VIGILANT SOCIETY APPLICATION FOR COUNTRY / AREA MGR'S INDEPENDENT CONTRACTORS-AGENTS

ALL POTENTIAL MANAGERS AGENTS AND OR EMPLOYEES ARE EVALUATED WITHOUT REGARD TO RACE, COLOR, RELIGION, GENDER, NATIONAL ORIGIN, MARITAL OR VETERAN STATUS, THE PRESENCE OF A NON-JOB RELATED AGE, HANDICAPS OR ANY OTHER LEGALLY PROTECTED STATUS.

Advice and warning: Identity thieves are targeting all of us: How to stay safe?

Thanks in part to Wall Street and poor planning from our politicians; our economy is forcing many of us into new jobs and second jobs to supplement income. On line job postings makes it easier than ever to surf the Web for your next job. This convenience has its caveats and dangers to your privacy where scammers also wait to take advantage of job seekers by stealing your sensitive personal information. The prevalence of fake job ads has increased in recent years and we all see hundreds in our spam box everyday. Whether it's under the guise of a background check or a work-at-home opportunity, when it comes to online job searching, there are many potential identity theft scams. Usually, they tend to share certain aspects in common that can serve as a red flag. Avoid providing any company who asks for your Social Security number, bank account numbers, PIN, driver's license number or other sensitive personal information up front. Almost no reputable company would hire you from your resume alone. Don't let your excitement about a potential job opportunity cloud your good judgment. Keep your eyes open, look for the tell-tell signs of poor English skills, spelling and grammar. If something ignites your curiosity look into it deeper.

What position do you seek? _____

How did you learn about the position? _____

Name _____ Date _____

Address _____ City _____ State _____

Zip _____ Home Phone _____ Office Phone _____ Other

Phone _____ Email Address: _____

On what date would you be available to begin work? _____ Are you a self-starter with minimal requirements of supervision and willing to work on your own for commissions? _____

Are you a U.S. citizen, or are you otherwise authorized to work in the U.S. without any restriction? [] Yes [] No

Have you ever been convicted of a felony? [] Yes [] No If yes, please describe circumstances: _____

_____. Are you now on Parole or under supervision by any authority or agency? _____

Have you ever been involuntarily terminated or asked to resign from any position of employment? [] Yes [] No If yes, please describe circumstances: _____

_____. Note: Answering yes to any of the above does not disqualify an applicant.

You are your own boss, we understand people make mistakes, convince us that we are not making a mistake with you, then show us what you can do!

EDUCATION HIGH SCHOOL AND POST HIGH SCHOOL ONLY				
School Name	Location	Years Attended	Degree Received	Major

Other training, certifications, or licenses held:

List other information pertinent to the position you are seeking:

EMPLOYMENT HISTORY

(Most Recent First.)

1. Employer _____ Job Title _____
 Dates Employed _____ Prior Position Held within Company (if any): _____
 Address _____ City _____ State _____
 Zip _____ Phone _____ Job Title _____
 Supervisor _____ Starting Salary _____
 Ending Salary _____ Duties Performed _____
 Reason for Leaving _____

2. Employer _____ Job title _____
 Dates Employed _____ Prior Position Held within Company (if any): _____
 Address _____ City _____ State _____
 Zip _____ Phone _____ Job Title _____
 Supervisor _____ Starting Salary _____
 Ending Salary _____ Duties Performed _____
 Reason for Leaving _____

3. Employer _____ Job Title _____
 Dates Employed _____ Prior Position Held within Company (if any): _____
 Address _____ City _____ State _____
 Zip _____ Phone _____ Job Title _____
 Supervisor _____ Starting Salary _____
 Ending Salary _____ Duties Performed _____
 Reason for Leaving _____

4. Employer _____ Job Title _____
 Dates Employed _____ Prior Position Held within Company (if any): _____
 Address _____ City _____ State _____
 Zip _____ Phone _____ Job Title _____

Supervisor _____ Starting Salary _____
Ending Salary _____ Duties Performed _____
Reason for Leaving _____

ACKNOWLEDGMENT AND AUTHORIZATION

I certify that answers given herein are true and complete to the best of my knowledge.

I authorize investigation of all statements contained in this application for employment as may be necessary in arriving at a decision upon the request to associate as a Independent Contractor Agent of Vigilant Society and for any legitimate purpose.

This application for Association shall be considered active for a period of time not to exceed 45 days. Any applicant wishing to be considered for association beyond this time period should inquire as to whether or not applications are being accepted at that time.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any relationship with this organization is of an “at will” nature, which means that the associate, Independent Contractor, Agent may resign at any time and the Company may terminate or discharge the Independent Contractor, Agent at any time with or without cause. It is further understood that this “at will” relationship may not be changed by any written document or by conduct, unless such change is specifically acknowledged in writing by an authorized executive of Vigilant Society.

In the event of acceptance of the application submitted by the Independent Contractor, Agent I understand that false or misleading information given in my application or interview(s) may result in termination or discharge of the relationship. I understand that I am required to abide by all rules and regulations of Vigilant Society at all times.

Signature of Applicant

Date

Signature of Vigilant Society

Date

VIGILANT SOCIETY

MANAGERS/INDEPENDENT AGENT / EMPLOYEE NON-DISCLOSURE

FOR GOOD AND VALUABLE CONSIDERATION, and in consideration of being accepted by Vigilant Society (Company), the undersigned Manager/Independent Contractor-Agent-Employee

hereby agrees and acknowledges:

1. That during the course of my association there may be disclosed to me certain trade secrets of the Company; said trade secrets consisting but not necessarily limited to:
2. Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.
3. Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.
4. Information provided to me as an Independent Agent-Contractor and as a Member of Vigilant Society is subject to the Non Disclosure Agreement, Agreement to Compulsory Arbitration and terms and conditions of association as an Independent Contractor - Agent Agreement.
5. I agree that I shall not during, or at any time after the termination of my relationship with the Company, use for myself or others, or disclose or divulge to others including future Contractors, Agents or employees, my personal or corporation counsels or any other person, any trade secrets, confidential information, inclusive of this and any other agreement between myself personally or as agent for a corporation, or proprietary data of the Company not provided for in this agreement.
6. Proprietary data and Information which the Company permits disclosure under this agreement. NONE.
7. That upon the termination of my status as Independent Contractor-Agent with the Company:
 - (a) I shall return to the Company all documents and property of the Company, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by me during the course of my association with The Company. I further agree that I shall not retain copies, notes or abstracts of the foregoing.
 - (b) The Company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to relief for any breach as provided for within the Compulsory Arbitration Agreement.
 - (c) This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.

Signed this _____ day of _____, 20_____.

_____ Country/Area Manager- Independent Contractor / Agent

VIGILANT SOCIETY

MANAGER-INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the _____ day of _____, 20____, between [company name] ("the Company") and [service provider's name] ("the Contractor").

1. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.

2. **Duties, Term, and Compensation.** The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided to the Company by the Contractor and which is attached as Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the Company, and which collectively are hereby incorporated by reference.

3. **Expenses.** During the term of this Agreement, the Contractor shall bill and the Company shall reimburse [him or her] for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. Notwithstanding the foregoing, expenses for the time spent by Contractor in traveling to and from Company facilities shall not be reimbursable.

4. **Written Reports.** The Company may request that project plans, progress reports and a final results report be provided by Contractor on a monthly basis. A final results report shall be due at the conclusion of the project and shall be submitted to the Company in a confidential written report at such time. The results report shall be in such form and setting forth such information and data as is reasonably requested by the Company.

5. **Inventions.** Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company; and the Contractor hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by [him or her] in rendering duties to the Company are hereby licensed to the Company for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor's prior written approval by the Company to a wholly-owned subsidiary of the Company.

6. **Confidentiality.** The Contractor acknowledges that during the engagement [he or she] will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them 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 the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into [his or her] possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control. The Contractor further agrees that [he or she] will not disclose [his or her] retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of [his or her] relationship to the Company and of the services hereunder.

7. **Conflicts of Interest; Non-hire Provision.** The Contractor represents that [he or she] is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering [his or her] duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which [he or she] does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of [his or her] productive time, energy and abilities to the performance of [his or her] duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or engagement.

8. **Right to Injunction.** The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company

irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of the them shall be exclusive of any other or of any right or remedy allowed by law.

9. **Merger.** This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.

10. **Termination.** The Company may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

11. **Independent Contractor.** This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the Company for any purpose. The Contractor is and will remain an independent contractor in [his or her] relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company 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.

12. **Insurance.** The Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that [he or she] performs for the Company.

13. **Successors and Assigns.** All of 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.

14. **Choice of Law.** The laws of Cayman Islands, B.W.I., shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

15. **Arbitration.** Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Cayman Islands, B.W.I., in accordance with the rules established in Compulsory Ad-Hoc Arbitration Agreement of Vigilant Society subject to the rules of International Arbitration Association as adopted by the Cayman Islands, B.W.I. , and the judgment upon award may be entered in any court having jurisdiction thereof.

16. **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.

17. **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.

18. **Assignment.** The Contractor shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the Company.

19. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

IF TO THE CONTRACTOR:

[NAME] _____

[STREET ADDRESS] _____

[CITY, STATE, ZIP] _____

IF TO THE COMPANY:

[NAME] _____

[STREET ADDRESS] _____

[CITY, STATE, ZIP] _____

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

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

21. **Entire Understanding.** This document and any exhibit 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.

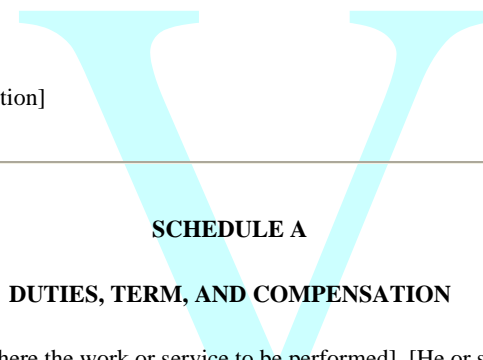
22. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

[VIGILANT SOCIETY]

By: _____
_____ [title or position]

[_____]
By: _____
Its: _____ [title or position]



SCHEDULE A

DUTIES, TERM, AND COMPENSATION

DUTIES: The Contractor will [describe here the work or service to be performed]. [He or she] will report directly to _____ [name] and to any other party designated by _____ [name] in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Company and agreed to by the Contractor.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force and effect through [date] or earlier upon completion of the Contractor’s duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement. This agreement and other agreements of Contractor, Agent, Association and/or Membership in Vigilant Society of even date herewith, are incorporated by reference.

COMPENSATION:

As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Country Manager-Area Manager - Independent Agent - Agent a commission based on actual sales of memberships and may be adjusted up and or down from time to time with 14 days notice.

The company shall pay a commission upon each cleared membership as follows:

Personal and Family Memberships: _____; each member

Small Business member _____; each member

Larger Memberships \$ _____;each member

Insurance Company Memberships _____;each member

Physician Members _____;each member

A commission of ____ (%) percent shall be paid to the Country Manager/Area Manager/Independent Agent/Contractor on all ordered services or goods by members whose membership originated by or through the Manager/Agent or Contractor.

A charge back shall be enforced on any membership withdrawn, rejected or cancelled.

Partial membership payments will result in partial commissions. Such compensation shall be payable within 30 days of receipt of Country/Area Manager, Independent Agent-Contractor’s monthly invoice for services rendered supported by reasonable documentation or at other such time as the Company may deem necessary and prudent.