

Girl Power 2 Cure, Inc. RECRUITER AGREEMENT

This RECRUITER AGREEMENT (the "AGREEMENT") is made and entered into this ____day of _____, 2008 (the "Effective Date") by and between Girl Power 2 Cure, Inc, a Georgia Non-Profit Corporation (hereinafter referred to as the "COMPANY") and _____, an individual resident of the state of _____ (hereinafter referred to as "RECRUITER").

WHEREAS, the Company wishes to engage the Recruiter to provide the services described herein and Recruiter desires to accept such engagement and provide such services in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, the Company and the Recruiter, intending to be legally bound, agree to the terms set forth below.

1. RECRUITER'S DUTIES, REPRESENTATIONS, AND WARRANTIES:

- (a) Recruiter's duties and responsibilities shall include the following:
 - (i) Recruiting schools, businesses, youth groups, service organizations and individuals ("Participating Organization(s)") to participate in the Company's annual fund raiser, Dress Up 2 Cure (Recruitment Services);
 - (ii) Registering individuals and/or organizations for gift registry pages to appear on the Company's web site ("Registration Services", with Recruitment and Registration Services to be referred to collectively as the "Services");
 - (iii) Providing all of the Services in strict accordance with all of the Company's policies and guidelines relating to the Services, as may be set forth and made available to Recruiter by Company from time to time during the Term of this Agreement;
 - (iv) Demonstrating at all times reasonable care and good judgment in promoting the Company's name, products and services in a professional manner favorable to both parties; and
 - (v) At all times while providing the Services, complying, to the best of his/her knowledge, with all applicable state and federal laws and regulations.

- (b) Recruiter represents and warrants as follows:
 - (i) He/she is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of the Services;
 - (ii) The execution and performance of this Agreement will not violate any policies or procedures of any other person or entity for which Recruiter performs duties or services concurrently with the Services performed herein;
 - (iii) The undertaking of Services hereunder will not constitute a breach of any agreement to which Recruiter is a party or any obligation to which Recruiter is bound; and
 - (iv) He/she has not been convicted of any crime involving moral turpitude or a felony and that he or she is over 18 years of age.

2. COMPENSATION:

(a) *Compensation for Dress Up 2 Cure Event Recruitment Services:* As payment in full for all Recruitment Services to be provided hereunder, Company shall compensate Recruiter as follows:

- (i) Between April 2 and April 30 of each year, Recruiter shall submit an invoice to Company, providing the following information for each Participating Organization for which Recruiter is seeking compensation:

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| <ul style="list-style-type: none">▪ Name of the Participating Organization▪ Address▪ Phone Number(s)▪ Contact Person▪ Phone Number and Email Address for Contact Person▪ Participating Organization's Total Census (employees, staff and/or students) | <ul style="list-style-type: none">▪ Total Donations Collected by Participating Organization▪ Confirmation that he/she has completed all recruitment phases for the Participating Organization (as more specifically discussed in the Recruiter training and guidance materials provided by the Company) |
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- (ii) Within fifteen (15) business days of receipt of invoice, Company shall pay to Recruiter Fifty Dollars (\$50.00) per Eligible Participating Organization. To qualify as an "Eligible Participating Organization" the organization must (a) have a total census of

at least 100 people (e.g., employees, staff and/or students); (b) successfully carry out a Dress Up 2 Cure event, and (c) remit all collected donations to Girl Power 2 Cure.

(b) *Compensation for Registration Services:* As payment in full for all Registration Services to be provided hereunder, Company shall compensate Recruiter ten dollars (\$10) per each new gift registry page that is activated and for which the Recruiter is designated as the referral source. A gift registry page is considered to have been activated after at least one donation of twenty five dollars (\$25.00) or more has been made to the Company via the registry page. *Donations from the Recruiter do not count towards activation.* Compensation for Registration Services shall be paid within 30 days of the last day of each preceding calendar quarter.

(c) *Relationship of Parties.* The parties acknowledge and agree that this Agreement does not create an employer-employee relationship between the Recruiter and the Company. The Recruiter is not an employee, agent, franchisee, joint venturer, partner or owner of the Company. All Services shall be rendered by Recruiter hereunder as an independent contractor. The Recruiter shall have no right to receive any employee benefits of any nature from Company. In furtherance of the foregoing, Recruiter acknowledges that the Company will not deduct or withhold from any compensation payable to Recruiter hereunder any amounts for Social Security, federal and state withholding taxes, Medicare, or any other such taxes. Recruiter agrees that he/she shall make all required Social Security, federal and state withholding, Medicare, and other such tax payments to the appropriate governmental taxing authorities. Recruiter agrees to indemnify and hold the Company harmless from and against any and all damages, liabilities, fines, penalties, interest, costs and expenses incurred by the Company as a result of the reclassification or attempted reclassification of Recruiter by the Internal Revenue Service as an "employee" for federal income tax purposes.

3. Confidential Information; Proprietary Rights:

(a) All Confidential Information and Trade Secrets (as defined below) received by Recruiter pursuant to the performance of the Services hereunder shall be restricted according to this Section 3, and Recruiter agrees to use such Confidential Information and Trade Secrets solely for the limited purposes described in this Agreement. Recruiter agrees that any Confidential Information and Trade Secrets received from Company pursuant to this Agreement is the exclusive property of Company, and Recruiter shall not have any ownership interest therein. Except as required by his/her duties to the Company pursuant to the terms of this Agreement, Recruiter agrees not to, directly or indirectly, use, employ, disseminate or in any manner or form disclose, publish, or otherwise make available in any manner in whole or in part, any Confidential Information and Trade Secrets of Company during the Term of this Agreement and for a period of two (2) years thereafter.

(b) Except as required by Recruiter's obligations to provide the Services, Recruiter shall not, at any time now or in the future, directly or indirectly, use, publish, disseminate or otherwise disclose any Confidential Information or Trade Secrets to any third party without the prior written consent of the Company, which consent may be denied in each instance and all of the same, together with publication rights, shall belong exclusively to the Company.

(c) For the purposes of this Section 3, the terms set forth below shall have the following meanings:

(i) Confidential Information. For the purposes of this Agreement, Confidential Information shall mean and collectively include: all information relating to the business, plans and/or technology of the Company including, but not limited to, technical information including methods, plans, business processes, marketing concepts, records, databases, know-how, experience, trade secrets, donor lists, whether in tangible or intangible form, and all record bearing media containing or disclosing the foregoing information and techniques including, written business plans, patents and patent applications, grant applications, notes, and memoranda, whether in writing or presented, stored or maintained in or by electronic, magnetic, or other means.

Notwithstanding the foregoing, the term "Confidential Information" shall not include any information which: (a) can be demonstrated to have been in the public domain or was publicly known or available prior to the date of the disclosure to Recruiter, (b) can be demonstrated in writing to have been rightfully in the possession of Recruiter prior to the disclosure of such information to Recruiter by the Company; (c) becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorized act or omission on the part of Recruiter; or (d) is supplied to Recruiter by a third party without binder of secrecy, so long as that such third party has no obligation to the Company or any of its affiliated companies to maintain such information in confidence.

(ii) Trade Secrets. For purposes of this Agreement, Trade Secrets mean information of the Company and its donors, without regard to form, including, but not limited to, technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a list of actual or potential donors or strategic partners which is not commonly known by or available to the public and which information (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(d) Documents, etc. All documents, electronic media, website data, procedural manuals, marketing materials, guides, plans, drawings, designs and similar materials, lists of present, past or prospective donors, and all data relating to the business plans or programs of the Company and all other materials containing Confidential Information or information about Trade Secrets (including all copies and reproductions thereof), that come into Recruiter's possession or control by reason of Recruiter's performance of the Services, whether prepared by Recruiter or others: (a) are the property of the Company, (b) will not be used by the Recruiter in any way other than in connection with the performance of his/her Services, (c) will not be provided to or shared with any third party by Recruiter, and (d) at the termination (for whatever reason) of this Agreement will be returned by Recruiter to the Company.

4. Governing Law. The laws of the State of Georgia shall govern the formation, interpretation and performance of this Agreement. If Georgia conflict of law rules would apply another state's laws, the Parties agree that Georgia law shall still govern. The parties agree that any claim arising out of or relating to this Agreement shall be brought in a state or federal court of competent jurisdiction in Georgia. In any action concerning this Agreement or any dispute hereunder, the parties shall consent to the personal jurisdiction of the state and/or federal courts located in Fulton County, Georgia and waive (i) any objection to jurisdiction or venue, or (ii) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.

5. Termination. This Agreement may be terminated with or without cause by either party upon not less than five (5) business days prior written notice to the other party, provided that in the case of termination by Recruiter he/she shall provide to the Company, at the time of providing notice of such termination, a list of all organizations and individuals with whom he/she has had contact on behalf of the Company for purposes of Recruiting or Registration Services and their respective contact information so that appropriate follow up can be made on behalf of the Company.

6. General Provisions

(a) This Agreement, and any Exhibits attached hereto and incorporated herein, set forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. This Agreement may be amended, changed or modified only by an instrument in writing signed by the parties hereto.

(b) Any notices or other communications required hereunder shall be in writing and shall be deemed given when delivered in person or when mailed, by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the parties at their addresses specified on the signature page of this Agreement or to such other addresses of which a party shall have notified the others in accordance with the provisions of this Section.

(c) Recruiter shall indemnify, defend and hold harmless the Company from and against all claims, actions or causes of action, liabilities, including attorney's fees and costs arising out of or resulting from any act taken or committed by Recruiter pursuant to the performance of his/her obligations hereunder.

(d) This Agreement shall not be assignable by either party, and Recruiter may not delegate his/her duties hereunder without the prior written consent of the Company, which consent may be granted or denied in its sole discretion. All of the terms and conditions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and assigns

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this Agreement as of the date first forth above:

COMPANY:



Ingrid L. Harding
President

Address: 121 Avenue of Two Rivers
Rumson, New Jersey 07760

RECRUITER:

Name (Print): _____

Address: _____

