



INDEPENDENT CONTRACTOR AND CONFIDENTIALITY AGREEMENT

This Independent Contractor Agreement, by and between Alex Loyd of Dr. Alex Loyd Services, LLC (The Healing Codes) hereinafter referred to as "Company", and _____ hereinafter referred to as "Independent Contractor",

WITNESSETH:

WHEREAS, Independent Contractor wishes to train with and to work with Company, as the Licensee of Dr. Alex Loyd Services, LLC, a Nevada limited liability company with offices currently located in Brentwood, TN and Naples, Florida, phone 800- 516-3040, (Dr. Alex Loyd Services, LLC holds the rights to all proprietary information/products which are the subject of this Agreement) in a unique and absolutely proprietary version of what could be considered the holistic healing field.

WHEREAS, the Company agrees to train Independent Contractor in said field, and

WHEREAS, Independent Contractor acknowledges and agrees that training is proprietary and must only be used by Independent Contractor as agreed to with the Company herein, and WHEREAS, the Parties acknowledge and agree that the techniques involved are unique, and the Company relies on the confidentiality of the Independent Contractor in such matters. This is of utmost importance to the Company.

BE IT RESOLVED AND AGREED UPON, to-wit:

That for and in consideration of the above and the following promises and other good and valuable consideration as is hereinafter stated, the parties hereto agree as follows:

1. Relationship. That Company agrees to work with and train Independent Contractor under this Agreement as an independent contractor and is not, by this Agreement or otherwise, constituted an agent or employee of the Company for any purpose whatsoever. Independent Contractor agrees that it shall have no authority to act for the Company, or to contract for or bind the Company in any way except as specifically set forth in this Agreement or as the Company hereafter specifically may agree in writing. The Company

shall have no obligation to pay any sums or to make any contributions on Independent Contractor's behalf with respect to Independent Contractor's business expenses. Specifically, Independent Contractor is responsible to pay all taxes related to revenues generated from Company's training and working with Independent Contractor in the Field referred to in this Agreement, including but not limited to Employment Taxes, Federal Withholding Taxes, F.I.C.A. and Medicare Trust Account Funds, and State taxes such as Tennessee Unemployment taxes. Independent Contractor agrees that it is not under the direct management and control of Company regarding hours of work and the scheduling of those hours. Independent Contractor is not provided an office or primary place of employment by Company.

Independent Contractor agrees that it has economic risk involved with its agreement with Company. Independent Contractor agrees that it is an employing unit subject as an employer to all applicable statutes regarding the operation of its business as is Company and it will notify its agents/employees, if any, that Company will in no way be responsible for the taxes of agents/employees of Independent Contractor as recited above.

Independent Contractor agrees that it is responsible for its own business expenses and obligations and that Company is in no way obligated to provide for such business expenses or obligations. Independent Contractor agrees that it will indemnify and hold harmless Company for any claim of loss that Company may incur regarding any form of breach by Independent Contractor of this Agreement.

(2) Independent contractor is free to charge their own fees after completing the training and being certified as a Healing Codes Practitioner. See **Attachment A** for the Healing Codes Practitioner's Certification Program. All Independent Contractors must complete the program for their certification.

As the Company grows, it may send the Independent Contractor clients for individual coding. When such clients are sent, the client will register through the Healing Codes website and will pay the stated fees for Coding Services. The Independent Contractor will be paid 30% of those fees.

Independent Contractor is free to use the Healing Codes technology for their clients and in their own practice without paying a license fee to Dr. Alex Loyd Services, LLC. The Independent Contractor may keep 100% of the fees they charge in their own practice.

Independent Contractor is NOT AUTHORIZED to teach the Healing Codes Technology. Referral fees will be paid when an Independent Contractor refers clients to The Healing Codes and who buy products and/or services.

The Independent Contractor will be eligible for fees according to the following schedule:

Coding Assignments	30% of fees charged
Additional Coding Sessions	50% of fees charged
Product Sales	Affiliate Fees per your agreement
Training	25% (on full paying clients only)

Independent Contractor will get paid their fees by the 10th day of the month following.

3. Disclosure of Information. Independent Contractor acknowledges that the list of Company's clients and Company's trade secrets and trade processes, are valuable and unique assets of Company's business. Independent Contractor will not, during or after the term of this Agreement, disclose to any person, firm, corporation, association, or other entity, or use for his/her own benefit, any list of the Company's clients, or any part thereof, or

any of Company's trade secrets or trade processes, for any reason or purpose whatsoever. In the event of a breach or threatened breach by Independent Contractor of the provisions of this Section 3, Company shall be entitled to an injunction restraining Independent Contractor from using, for Independent Contractor's own benefit, or from disclosing, in whole or in part, the list of Company's clients, or Company's trade secrets or trade processes, or from rendering any services to any person, firm, corporation, association or other entity to whom such a list, or such trade secrets or trade processes, in whole or in part, have been disclosed, or are threatened to be disclosed. Nothing herein shall be construed as prohibiting Company from pursuing any other remedies available to Company for such breach or threatened breach, including the recovery of damages from Independent Contractor. The provisions of this Section 3 shall survive the expiration or termination, for any reason, of this Agreement and of Independent Contractor's involvement with Company. Independent Contractor will abide by the list of 'Can's' and 'Can't do's' in **Attachment B**.

(4) Independent Contractors will NOT create advertising using the Healing Codes logo. They can however use the terminology "Certified Healing Codes Practitioner" in their marketing materials as well as use the Healing Codes logo on their websites as a link to the Healing Codes website. They can use The Healing Codes brochures and put their names on them for distribution.

As part of this confidentiality agreement, Independent Contractors will not be allowed to produce packages of exercises for distribution that involve our proprietary information that we trained them in.

Independent Contractor agrees that the interest requested herein to be protected by Company is a valid interest in that Independent Contractor acknowledges that Independent Contractor is valuable to Company and that Independent Contractor will acquire intricate knowledge of the trade secrets and trade processes of Company that would or could be valuable to others, including but not limited to direct or indirect competitors of Company.

Independent Contractor agrees that the remedy at law for any breach by Independent Contractor of the covenants contained herein will be inadequate, and that in the event of a violation of the covenants contained herein, in addition to any and all legal and equitable remedies which may be available, the said covenants may be enforced by an injunction in a suit in equity, without the necessity of proving actual damage, and that a temporary injunction may be granted immediately upon the commencement of any such suit, and without notice. The parties hereto intend that the covenants contained in this Section 4 shall be deemed to be a series of separate covenants, one for each county of each state where Company does business. If, in any judicial proceeding, a court shall refuse to enforce any or all of the separate covenants deemed included in such action, then such unenforceable covenants shall be deemed eliminated from the provisions hereof for the purposes of such proceeding to the extent necessary to permit the remaining separate covenants to be enforced in such proceeding.

Furthermore, if in any judicial proceeding a court shall refuse to enforce any covenant by reason of the duration or extent thereof, such covenant shall be construed to have only the maximum duration of extent permitted by law.

5. Intellectual Property. All right, title and interest of every kind and nature whatsoever in and to any intellectual property is owned by the Company.

6. Notices. All notices to either party shall be sent by certified or registered United States Mail, return receipt requested with postage prepaid; or by overnight courier service; or by facsimile machine to the party to be notified at the following address, facsimile phone number, or such other address as each party may designate in writing. If to Company, then to:

Mary Ann Costello, c/o Dr. Alex Loyd Services, LLC
2430 Vanderbilt Beach Road, Suite 108-406
Naples, Florida 34109
Phone: 1-800-516-3040

If to Independent Contractor, then to:

— Name:
Address:
City: State: Zip:
Phone: e-mail:

Any notice shall be deemed delivered three (3) business days after mailing, one (1) business day after sending by overnight courier, or immediately upon sending by facsimile machine. The persons and addresses to which mailings may be made may be changed from time to time by a notice mailed as aforesaid or by Company changing its principle place of business.

7. Acknowledgment of Peculiar Value of Services. Independent Contractor acknowledges that the services which Independent Contractor will be trained on for rendering to clients of Company or of Independent Contractor under this Agreement are unique and of an intellectual character, and are of peculiar value to Company. Because of this, Independent Contractor acknowledges that Company cannot be reasonably or adequately compensated for its loss by damages in an action at law, and Independent Contractor agrees that an injunction may be entered for specific performance against Independent Contractor by an appropriate court to prevent Independent Contractor's breach of this Agreement. Independent Contractor's rights hereunder shall also be enforced specifically.

8. Waiver of Breach. The waiver by Company of a breach by Independent Contractor of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Independent Contractor.

9. Assignment. Company shall have the right to assign this Agreement, and to delegate all rights, duties and obligations hereunder, whether in whole or in part, to any parent, affiliate, successor, or subsidiary organization or company of Company. The Company agrees to require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by agreement in form and substance satisfactory to Independent Contractor, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Independent Contractor agrees that this Agreement is personal to Independent Contractor, and may not be assigned by Independent Contractor.

10. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

11. Amendment. No amendment of this Agreement shall be effective unless made in writing and signed by the Parties.

12. Severability. In the event that any provision of this Agreement is prohibited by or under the laws of any jurisdiction in which the Agreement may be used or to which it may be applicable, such provision shall be as to that jurisdiction, ineffective to the extent of such prohibition, but the ineffectiveness of such provision shall not invalidate any of the other or remaining provisions of the Agreement.

13. Legal Counsel. Each party hereto acknowledges that it has been advised to seek independent legal counsel relative to the terms of this Agreement and the transactions related hereto.

14. Attorney's Fees. In any suit, action, or proceeding between the parties seeking enforcement of any of the terms or provisions of this Agreement or relating to any transaction contemplated by this Agreement, the prevailing party in any such suit, action, or proceeding shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including but not limited to taxable costs and a reasonable attorney's fee.

15. Regular, quality-control audits of Independent Contractors will be performed by the company and others to assure strict adherence to the company's policies and procedures. Any violations of the company's policies and procedures will be considered grounds for dismissal. Any ethical breach by independent contractor shall be considered grounds for dismissal at company's discretion. Independent Contractor shall not engage in gossip or spreading of unsubstantiated rumors. Should a concern arise with a member of the Healing Codes family, it is Company policy to go to that individual first to work out differences. If that does not handle the situation, then Independent Contractor should bring their concerns to the Founder, Alex Loyd or the Managing Director. If someone is caught breaching this Company policy, it serves as grounds for dismissal from this relationship.

Exhibit A: The following forms are considered proprietary and confidential:

1. The Healing Codes Practitioner's Training Manual
2. The Healing Codes CD's

WITNESSETH this the ____ day of _____, 20__.

Because I, as Independent Contractor, recognize the issues covered in this Agreement with its Exhibit as representing a "spiritual journey as a Christian," and that these abilities could also be used as a powerful tool for evil, in the Christian sense of the term. I therefore promise before God as He is revealed in the Bible, never to disclose the secrets referred to herein, and as they evolve over time, to anyone for any reason without the written consent of Dr. Alex Loyd Services, LLC. Specifically I extend said promise to include the trade secrets that allow this work to be done remotely and for the trade secret known as the "super quantum".

Company:

Independent Contractor:

By: _____

Alex Loyd, President

Independent Contractor

Dr. Alex Loyd Services, LLC

By: _____

Mary Ann Costello
Managing Director,
Dr. Alex Loyd Services, LLC

Printed Name of Independent Contractor

Attachment A:

HEALING CODES PRACTITIONER CERTIFICATION OUTLINE

Our View:

Competent professional practitioners who embrace this work and develop the ability to help people to help themselves will be in demand to support the continued success of the Healing Codes work throughout the world.

Healing Codes Practitioner In-Training - Candidate Requirements

1. Expect a minimum of **three months** from completing your own Healing Codes work with a Certified Healing Codes Practitioner (CHCP) before beginning Practitioner Training. (Practitioner Training cannot be concurrent with your own personal Healing Codes work.)
2. Recommendation by your assigned Certified Practitioner.
3. Submit written overview of your personal successes in using the Custom Healing Codes with your original Certified Practitioner.
4. Submit in writing your reasons for becoming a Certified Healing Codes Practitioner and what you plan to do with your certification. State what you feel your qualifications are to do this work.
5. Have good moral character.
6. Ability to conduct ones self in a professional manner.
7. Ability to receive and apply professional feedback and recommendations from training support persons.
8. Ability to keep contractual commitments, appointments, and confidentiality with clients and company.
9. Ability to manage personal voice inflection and body language to effect command of client interactions in a positive and efficient way.

LEVEL ONE – APPROXIMATELY THREE MONTHS

The arena of working professionally with energy to reduce stress, alleviate physical and emotional inhibitors thereby allowing a peaceful and joyful life is rapidly expanding. To that end, Certified Healing Codes Practitioners will want to develop an understanding and appreciation of where the Healing Codes fits into this new millennium of the wellness paradigm.

Required Reading

- Manual: 'Healing Codes Practitioner Training Manual'
- Book: 'Biology of Belief' – Bruce Lipton, Ph.D.

Technical Competence

- **Listen** to the Question and Answer sessions by Dr. Alex Loyd, Dr. Ben Johnson, et al on the weekly telecast for a minimum of three months, after initiating Practitioner Training. Recorded calls can be accessed on the www.thehealingcodes.com website at your convenience.
- **Listen** to the recorded Saturday Practitioner calls on the website. You will be invited to participate in the calls as part of your Level Two work.
- **Practice** the 'Truth Technique'

- **Practice** 'Non-Local Testing'
- **Practice** giving Custom Codes to yourself
- **Practice** the 'Picture Finder'
- **Document** a minimum of 20 Healing Codes Custom Codes practice sessions with friends and family at no charge. Make a note of your practice session individuals' responses.
- **Familiarize** yourself with www.thehealingcodes.com website and watch for updates and recordings that will support your learning.
- **Participate** in any New Practitioner Forum calls that may be available or listen to the recordings

LEVEL TWO – APPROXIMATELY THREE MONTHS

Required Reading

- New Updates that become available from The Healing Codes
- Book: 'Feelings Buried Alive Never Die' – Karol Kuhn Truman
- Book: 'Energy Medicine' – Donna Eden/David Feinstein
- Book: 'You Can Heal Your Body' – Louise Hay

Technical Competence

- You will be assigned a Mentor Practitioner
- **Participate** in any New Practitioner Forum calls that may be available or listen to the recordings
- Communicate weekly with Mentor to practice and refine client work techniques
- When Mentor feels you are ready, you will be invited to **participate** on the Saturday Practitioner Forum calls
- **Master** the "Truth Technique"
- **Master** "Non-Local Testing"
- **Master** the 'Picture Finder'
- **Master** giving Custom Codes to others
- **Document** a minimum of 20 Healing Codes practice sessions with friends and family at no charge. Make a note of your practice session individuals' responses. Review with Mentor.
- **Compare** notes from Level Two and Level Three client interactions, review with Mentor areas of noticeable improvement, and note areas still to be enhanced.
- **Practice** telephone competence and voice projection with your Mentor
- **Document** the areas that you feel need improvement and list goals (with timeframes) for implementing those improvements. Work with Mentor to track your progress

LEVEL THREE – APPROXIMATELY TWO MONTHS

- **Submit** essay at the end of three months of Level Two describing your experiences, insights, and accomplishments since beginning the Practitioner Training. Explain why you feel you are ready for final certification.
- **Submit** five client testimonials of the attributes you portrayed as a Healing Codes Practitioner in Training
- **Obtain** recommendation from Mentor stating that you are ready for the final phase of the Certified Healing Codes Practitioner requirements.

- An extension of time, up to three months, will be granted if a determination is made that there are areas of improvement that still need to be addressed.
- Submission of **Healing Codes Practitioner Exam – Part 1 - Written**
- After recommendation by your Mentor indicating your readiness for final certification, you will have impromptu contact with two different Certified Healing Codes Practitioners during Level Three who will ask you to give them custom Codes. **This is Healing Codes Practitioner Exam – Part 2 – Custom Code. This will be your final test.**
- When all information is received by the Practitioner Certification Administrator, you will receive a 'Certificate of Completion' stating that you have completed all requirements granting you the title of 'Certified Healing Codes Practitioner'.

POST CERTIFICATION

- Certification entitles you to have your picture and contact information posted on the official website at www.thehealingcodes.com as a Certified Healing Codes Practitioner.
- You will be entitled to use the credentials 'CHCP' (Certified Healing Codes Practitioner) with your name on business cards and marketing materials.
- You will be entitled to use the official Healing Codes logo on your marketing materials.
- You will be entitled to discounts of new products that come into development within the organization.
- You **"may"** be eligible to receive clients from the Healing Codes organization if volumes increase.
- You will be given a personalized Healing Codes Hand Placement worksheet, complete with your name and certification personalized on it for use in your private practice.
- Within copyright parameters, you will be certified to work with groups, individuals and organizations using your new skills and tools.
- You will be eligible for the Healing Codes Update Service – a fee-based update service for a nominal yearly fee that supports updates to your Healing Codes Manuals.
- As you develop your new talents and skills, you may be asked to participate more fully in the organizational programs of The Healing Codes organization.
- Bi-annual recertification requirements will include keeping up to date by periodic Saturday Practitioner Call attendance; Update Service participation; and submission of a personal essay on how you are using the Healing Codes in your practice.
- If Bi-annual recertification is not renewed, your personal information will be removed from the Healing Codes website within three months of non-recertification.

Attachment B:

**What a Certified Healing Codes Practitioner Can Do
to Market the Healing Codes and Their Own Practice**

1. A practitioner can do a Healing Circle with prospects and share the daily Codes for the 12 Days.
2. A practitioner can give to a privately-acquired client a PDF printed sheet with the practitioner's name and contact info showing the hand positions.
3. A practitioner can give a custom Code to their privately-acquired client(s) and charge any amount they wish.
4. A practitioner can give the 'Stress Reliever Demonstration Code' created by Dr. Loyd to a group of people or individuals.
5. A practitioner can make a presentation to a group, convert some or all into clients, and then give custom Codes to one or all new clients.
6. A practitioner can put into writing a Code for a client who can't write or for whom writing is a problem.
7. A practitioner can dictate to client(s) the custom Code they should use.
8. Practitioners can hold seminars and teleseminars to promote their private practices and the Healing Codes.
9. Policies are designed to protect intellectual property, the Healing Codes' market image and reputation, the clients, and the practitioners through the standardization and control of information.
10. Practitioners are not allowed to print or produce books (paper or electronic) of multiple sets of Codes for any subject.
11. Practitioners are not allowed to use "Healing Codes" or "Success Codes" or any other phrase used by Dr. Alex Loyd Services, LLC in the titles of their seminars. An example of a 'no-no' is: *Multiple Sclerosis and The Healing Codes*.
12. Practitioners are allowed to include the HC logo, information about their certification and background, and can copy any information from www.thehealingcodes.com to use in part or in total—without editing that changes the meaning—and attribute the text to the Healing Codes.
13. Practitioners, on their own websites, are required to have a clear distinction between their personal site and the official websites for The Healing Codes (www.thehealingcodes.com), the Success Codes (www.thesuccesscodes.com),

14. A practitioner can create a group custom Code for a group that s/he is 'actively connected to' right then after testing for appropriateness and accuracy and validity.
15. A practitioner, as an affiliate, can refer their clients and others to The Healing Codes website for the purchase of product(s) and receive an affiliate fee upon purchase.