

Independent Contractor Agreement

BizLink, Incorporated (BizLink Inc.) desires to hire the Recruiter (Recruiter) to provide recruiting services under the terms and conditions set forth herein. It is understood that the Recruiter desires to be engaged in providing recruiting services for BizLink Inc. under the terms and conditions set forth herein. BizLink Inc. and the Recruiter may also be referred to as "Party" or "Parties".

BizLink Inc. and the Recruiter agree as follows:

Terms BizLink, Inc. hereby engages the Recruiter as a recruiter to BizLink, Inc. and the Recruiter accepts such engagement commencing on _____, 2006 and continuing for a period of one (1) year. This agreement may be extended on mutually acceptable terms and conditions between BizLink, Inc. and <Recruiter> _____.

Recruiter Duties & Recruiter Compensation The Recruiter's duties shall be performed with the best interests of BizLink, Inc. and in adherence to the policies and guidelines of BizLink, Inc. The attached position description (Exhibit A) represents the general tasks which must be fulfilled by the Recruiter. Exhibit A also outlines compensation for which the Recruiter is eligible to receive based on meeting specific performance achievements.

Independent Contractor BizLink, Inc. understands and agrees that the Recruiter is an independent contractor and shall not be considered an employee or agent of BizLink, Inc. or any of its affiliates pursuant to the terms of this Agreement for any purposes whatsoever. The Recruiter shall have no right or authority to assume or create any obligation or liability, express or implied, on behalf of BizLink, Inc. or any of its affiliates, or to bind BizLink, Inc. or any of its affiliates in any manner whatsoever, without BizLink, Inc.'s express prior written consent. The Recruiter shall be responsible for all income taxes, Social Security and other tax liabilities with respect to the Recruiter Compensation paid hereunder. Nothing contained in or performed pursuant to this Agreement is intended or should be construed as creating an agency, employee-employer, partnership or joint venture relationship for any purposed.

The Recruiter acknowledges that there is no entitlement to any of the benefits which BizLink Inc. and/or its affiliates offer to its and their employees, including without limitation medical coverage, life insurance and worker's compensation insurance. The Recruiter also agrees to maintain a place of business at a location other than BizLink Inc.

Liability The Recruiter also agrees to be fully liable for the negligent or willful acts or omissions of himself/herself causing harm to persons or property, and will indemnify, defend and hold BizLink and its affiliates harmless for any claims against BizLink and/or any of its affiliates arising out of or incurred in connection with the same.

Termination This Agreement may be terminated by the Recruiter in the event that BizLink, Inc. defaults on any obligation or breaches any representation, warranty or covenant in this Agreement, and such default or breach is not cured within thirty (30) days of receipt of written notice from the Recruiter. BizLink, Inc. may terminate this Agreement for convenience upon fourteen (14) days prior written notice to the Recruiter. In the event that BizLink, Inc. in its sole judgment, believes that the Recruiter performance under the Agreement does not meet BizLink Inc.'s reasonable satisfaction or that the

Recruiter is in breach of the Agreement, BizLink Inc. may terminate this Agreement effective immediately, without providing the Recruiter such fourteen (14) day notice and without any further obligation to pay the Recruiter any compensation for any portion of the services that the Recruiter has not fully completed to BizLink Inc.'s reasonable satisfaction. Compensation owed to the Recruiter for satisfactory completed work will be provided up to the date of the termination of this Agreement. Following the termination date of this Agreement no further compensation will be given to the Recruiter.

Return of Records Upon expiration or termination of this Agreement for any reason, the Recruiter shall deliver all records, notes, data, memorandum, models, and equipment of any nature that are in the possession or under the control of the Recruiter and that are the property of BizLink Inc. and/or its affiliates or relate to the performance of the services hereunder or the business of BizLink Inc. and/or its affiliates.

Non-Compete Without the prior consent of the BizLink, Inc., the Recruiter shall not, for a period extending from the date hereof and continuing for so long as the Recruiter is receiving payments from BizLink, Inc. for recruiting services provided hereunder and following for a period of twenty-four (24) months, directly or indirectly, be employed in any capacity by, serve as an employee, agent, officer or director of, serve as a consultant or advisor to, or otherwise participate in the management or operation of, any person, firm, corporation or other entity of any kind which engages in any facet of the business of recruiting. This includes entities which recruit individuals for business promotion and distribution of business marketing materials in the continental United States. The Recruiter acknowledges and agrees that the foregoing covenant is reasonable given BizLink Inc.'s current and future business plans.

Confidentiality The Recruiter shall not, at any time, divulge to anyone, other than to employees of BizLink, Inc. and its affiliates who have a need to know such information in connection with the performance of their duties on behalf of BizLink, Inc. and except as required by law, any confidential, proprietary or privileged information to which the Recruiter becomes privy during the time period noted in the Terms, including, without limitation, information relating to the financial condition, business, operations, or method of business of BizLink, Inc. or its affiliates, customer and supplier information, independent contractor information, know-how, trade-secrets, procedures, litigation or other confidential information regarding the affairs of BizLink, Inc., or any of its officers, directors, stockholders, subsidiaries, affiliates, customers or suppliers.

Non-Solicitation of Employees The Recruiter shall not, for a period extending from the date hereof and continuing for so long as the Recruiter is receiving payments from BizLink, Inc. for recruiting services provided hereunder and following for a period of twenty-four (24) months, directly or indirectly, solicit, interfere with, employ or retain in any other capacity any employee of BizLink, Inc. or any of its affiliates, nor permit, encourage or allow any entity in which the Recruiter owns, directly or indirectly, more than a 5% equity or proprietary interest or the right or option, legally or beneficially, directly or indirectly, to acquire or own any stock or other proprietary or equity interest, to solicit, interfere with, employ or retain in any other capacity any employee of BizLink, Inc. or any of its affiliates.

Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The Parties shall comply with, and agree that this Agreement and any Exhibits hereto

are subject to, all applicable federal, state, and local laws, rules and regulations, and all amendments thereto, now enacted or hereafter promulgated in force during the term of this Agreement.

Force Majeure Notwithstanding anything to the contrary in this Agreement neither party shall be liable to the other for failure to fulfill its obligations hereunder if such failure is caused by or arises out of an act of force majeure including acts of God, war, riot, natural disaster, or any other reason beyond the reasonable control of the Party whose performance is prevented during the period of such occurrence.

Remedies It is agreed that the rights and remedies herein provided in case of default or breach by the Recruiter of this Agreement are cumulative and shall not affect in any manner any other remedies that BizLink, Inc. may have reason of such default or breach by the Recruiter. The exercise by BizLink, Inc. of any right or remedy herein shall be provided without prejudice to BizLink Inc.'s right to exercise any other right or remedy provided herein, at law, or in equity. The Recruiter agrees that any breach of this Agreement is likely to cause irreparable harm to BizLink, Inc., and in the event of any actual or threatened breach of this Agreement by the Recruiter BizLink Inc. shall be entitled to equitable relief.

Attorneys' Fees The Parties agree that, if any action is instituted to enforce this Agreement, the Party not prevailing shall pay to the prevailing Party all costs and expenses, including reasonable attorneys' fees, incurred by such prevailing party in connection with such action. If both Parties prevail in part in such action, the court or arbitrator(s) shall allocate the financial responsibility for such costs and expenses.

Entire Agreement & Amendments This Agreement represents the entire agreement between the Parties with respect to the matters addressed herein and supersedes all prior negotiations, representations or agreements between the Parties, either written or oral, on the subject matter hereof. This Agreement may not be amended, modified, altered or rescinded except upon a written instrument designated as an amendment to this Agreement and executed by both Parties hereto.

General Provisions The terms and conditions attached as Exhibits hereto are fully incorporated into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

Signed: _____

Signed: _____

Title: _____

Title: President/CEO of BizLink, Inc.

Date: _____

Date: _____

Mail original, signed copy to BizLink, Inc. at 101 Pilgrim Village, Suite #D200, Cumming, GA 30040