

AGREEMENT FOR BUSINESS DEVELOPMENT ASSOCIATE

This Agreement is between QTAT BPO Solutions Inc. (Medical Transcription Service Organization - hereafter referred to as "QTAT") with its registered office at 121, North Post Oak Lane, Houston, Texas 77024 and Mr./Ms. _____ (BDA) hereafter referred to as ("The Business Development Associate") located at _____. This Agreement is entered into this June __ 2009 (the "Effective Date").

Whereas QTAT has a need for Business Development Associates, and The Business Development Associate has offered to provide those services to QTAT, both parties are willing to enter into this Agreement.

As a part of this Agreement, and in compliance with HIPAA regulations, this Agreement stipulates the permitted uses of confidential health information by the Business Development Associate.

Price / Payment: For Medical Transcription Business Development services, QTAT shall pay Mr./Ms. _____ on the following commission basis only:

Revenues generated for QTAT	Commission	Period
9 cents/line and above	4% of net revenue	1-6 months
	3% of net revenue	6-12 months
	2% of net revenue	12-18 months
	1% of net revenue	18-24 months

Note: A line is 65 keystrokes including spaces.

Mr./Ms. _____ will invoice every month and payment is due within 15 days of the date of the invoice. Invoices will be emailed to support @ qtatbpo.com

ARTICLE I HIPAA REQUIREMENTS

1.1 SECURITY AND CONFIDENTIALITY

Because The Business Development Associate receives individually identifiable health information (protected health information - PHI) from QTAT, The Business Development Associate shall maintain the security and confidentiality of all PHI required by QTAT in compliance with HIPAA and other applicable laws and regulations.

1.2 USE OF PHI

The Business Development Associate shall not use or further disclose PHI other than as expressly permitted by this Agreement or as allowed by law. However, The Business Development Associate may use and disclose PHI for the proper management and administration or to provide data aggregation services relating to the healthcare operations of QTAT.

1.3 DISCLOSURE OF PHI

Disclosure to third party: The Business Development Associate shall not disclose PHI to any other person unless approved by QTAT's Owner / President in writing. Any such disclosure shall be made only upon the written agreement of the third party to be bound by the provisions of this section, for express benefit of QTAT.

1.4 SAFEGUARDS

The Business Development Associate shall use appropriate safeguards to prevent use or disclosure of PHI otherwise than as permitted by this Agreement. The Business Development Associate shall provide QTAT with such information concerning such safeguards as QTAT may, from time to time, request, and shall, upon reasonable request, give QTAT access for inspection and copying to The Business Development Associate's facilities used for the creation and maintaining, or processing of the PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining The Business Development Associate's compliance with this agreement.

1.5 ACCOUNTING OF DISCLOSURES

The Business Development Associate shall maintain a record of all disclosures of PHI made otherwise than for the purposes of this agreement, including the date of the disclosure, the name, and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. The Business Development Associate shall make such record available to QTAT upon request.

1.6 REPORTING

The Business Development Associate shall report to QTAT any unauthorized use or disclosure of PHI by The Business Development Associate, his or her family members or others who were in the household, and the remedial action taken or proposed to be taken with respect to such use or disclosure.

1.7 DISCLOSURE TO INDIVIDUALS

If The Business Development Associate chooses to maintain PHI for a designated period of time on behalf of QTAT, within 10 days of request by QTAT, The Business Development Associate shall permit any individual whose PHI is maintained by The Business Development Associate to have access to and to copy his or her PHI in the format requested unless it is not readily producible in such format, in which case it shall be provided in hard copy format.

1.8 CORRECTION OF PHI

The Business Development Associate shall amend PHI maintained by The Business Development Associate in such a manner as QTAT may from time to time request in writing.

1.9 AMENDMENT

Upon the enactment of any regulations or any laws related to such policy in Texas or in the country where The Service is located, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, QTAT may, by written notice to The Business Development Associate, amend this agreement in such manner as QTAT determines necessary to comply with such law or regulation. If The Business Development Associate disagrees with any such amendment, it shall so notify QTAT in writing within 15 days (30 days upon confirmation) of QTAT's notice. If the parties are unable to agree on an amendment within the

specified period thereafter, either of them may terminate this agreement on written notice to the other.

1.10 BREACH

If The Business Development Associate breaches his or her obligations under this section, QTAT may, at its option:

- A. Exercise any of its rights of access and inspection under this Agreement.
- B. Require the Business Development Associate to submit to a plan of monitoring and reporting as QTAT may determine necessary to maintain compliance with Agreement, and such plan shall be a part of this Agreement.
- C. Terminate this Agreement with or without an opportunity to cure the breach, depending upon the circumstance of the breach. There will, in most cases, be a 30-day period in which the breach is to be addressed, corrected, and documented QTAT. If a breach of confidentiality continues, QTAT, under advice of legal counsel, shall address the matter in a more conclusive way.

1.11 PROCEDURE UPON TERMINATION

Upon termination of this Agreement, The Business Development Associate shall return or document destruction of all PHI that it maintains in any form, and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, The Business Development Associate shall continue to extend the protections of this Agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

The Business Development Associate, upon termination of any business association with an independent contractor, must procure documentation from such independent contractor, that all PHI has been swept clean from any medium used to create PHI (hard drives, disks, CDs, Zip Drives, etc), and that the hard drive has been reformatted. The serial number of the hard drive must be documented.

2.0 QTAT shall provide The Business Development Associate adequate notice of the addition or deletion of new physician staff members.

2.1 QTAT shall provide a means for The Business Development

Associate to assure properly spelled patient names and correctness of other patient demographics.

2.2 QTAT shall provide adequate levels of access to its dictation system to The Business Development Associate to perform his or her job.

ARTICLE III RESPONSIBILITIES OF THE BUSINESS DEVELOPMENT ASSOCIATE

3.0 The Business Development Associate agrees to generate medical transcription business by way of visiting doctor's offices, If turnaround time is not met on a consistent basis, and QTAT has notified The Business Development Associate verbally or in writing, The Business Development Associate acknowledges that this could be basis for termination of this contract as well as any other written or verbal commitment to QTAT.

3.1 The Business Development Associate will be required to access the dictation/transcription system owned by QTAT and at the direction of the Operations Manager.

3.2 The Business Development Associate shall provide a Confidentiality/ Nondisclosure Agreement to QTAT.

3.3 The Business Development Associate shall provide documentation that there is no storage of transcribed documents on any computers within the Business Development Associate's home.

ARTICLE IV TERM AND TERMINATION

4.1 The terms of this Agreement begins as of the Effective Date and continues for the period The Business Development Associate is in service with QTAT. The term of this Agreement may be extended by written agreement of the parties for successive like terms.

4.2 QTAT and The Business Development Associate have the right to terminate this Agreement with written 15 days notice (30 days upon confirmation), with or without cause. However, QTAT and The Business Development Associate will attempt to resolve any reason(s) to terminate the Agreement during that period. If a satisfactory

solution has been obtained, consideration to extending the Agreement will be given. If a satisfactory solution has not been reached, then the Agreement will terminate after the said period.

The Business Development Associate:

QTAT:

QTAT BPO Solutions Inc

Mr./Ms.

Afshan Khan

Signature

Signature

Date

Date