

CureConfirm Agreement
(Applicable to you if you signed up for CureBilling Service)

- 1. Services:** CureMD shall provide an appointment confirmation service (“CureConfirm”) which will be responsible for calling the patients of the Licensee to confirm their appointments 1 (one) day prior to the scheduled time. CureConfirm shall also be responsible for documenting such appointments and changing the status of any appointment, if required. Notwithstanding the foregoing, if any patient wishes to cancel and/or reschedule their appointment, the sole responsibility of CureConfirm shall be to advise the patient to contact the Licensee during their regular business hours in order to cancel and/or reschedule their appointment along with saving comments against the appointment for practice staff with date and time. CureConfirm expressly disclaims all liability in regards to any appointment cancellation/rescheduling requests.

Furthermore, CureConfirm will not entertain any patient information update requests, including but not limited to demographics, insurance and contact information. If an appointment is scheduled after 12 PM EST and is due the next working day then confirmation of that appointment shall solely be the responsibility of the Licensee.

Service Fees: Upon the execution of this Agreement, CureConfirm shall charge a one-time set-up fee of \$3000 (Three Thousand Five Hundred USD). Thereafter, the service fee shall be \$0.75 (Seventy Five Cents) per call. The foregoing fees and any other charges or financial terms of this Agreement are subject to increase or modification by CureMD during the term of this Agreement, provided that CureMD shall provide the Licensee at least ninety (90) days prior written notice of any such modification. The Licensee may terminate this Agreement if, within forty (40) days of the date of CureMD’s notice of such modification of financial terms, Licensee delivers notice of its intent to terminate and CureMD fails to withdraw the modification of financial terms within thirty (30) days of Licensee’s delivery of such notice. In any given month, if the Licensee’s call volume falls below 1000, a minimum monthly service charge of \$1,500 (One Thousand five Hundred USD) shall apply accordingly.

- 2. Term and Termination:** The initial term of this agreement shall commence from the Effective Date provided hereunder for a period of one (1) year. Thereafter, the term shall be subject to monthly auto-renewals which may be terminated by the Licensee by providing a non-renewal notice 90 (ninety) days prior to the expiration of the initial term or any renewed term thereof. If the Licensee fails to provide notice of non-renewal, the Licensee shall be deemed to have agreed to the applicable renewal term.

Either party may terminate this Agreement without cause by providing a forty (40) days prior written notice. Upon notice of termination of this Agreement, CureMD will take immediate steps to bring the Services to a close in a prompt manner. CureMD is entitled to reimbursement in full for all Services provided and any other sums due pursuant to the this Agreement up to the effective date of termination, including any other direct costs and expenses incurred by us in connection the termination.

- 3. Licensee’s Information:** The Licensee represents and warrants that all information and/or data provided to CureMD will be complete and accurate and that the Licensee is in compliance with relevant data protection laws, and accepts that CureMD may rely upon and process such information while providing CureConfirm Services. If any Information is inaccurate, CureMD will not

be liable for any performance or alleged non-performance of Services.

- 4. Notices:** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received on the date when delivered (personally, by courier service such as Federal Express, or by other messenger), according to the prevailing date on the timestamp of an e-mail when received by e-mail at support@curemd.com and/or cureconfirm@curemd.com or when deposited in the United States mail, certified mail, postage prepaid, return receipt requested, addressed as set forth above.

Either party may alter the address to which communications or copies are to be sent by giving Notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

- 5. Limitation of Liability:** CUREMD EXPLICITLY DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. CUREMD DOES NOT GUARANTEE THE TIMING OF CURECONFIRM SERVICES. IN NO EVENT SHALL CUREMD BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES EVEN IF CUREMD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CUREMD'S AGGREGATE LIABILITY TO the LICENSEE AND THEIR CUSTOMERS UNDER THIS AGREEMENT AND WITH RESPECT TO CUREMD SERVICES FURNISHED HEREUNDER (WHETHER UNDER CONTRACT, TORT OR ANY OTHER THEORY OF LAW OR EQUITY) SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES, THE LESSER OF (A) THE PRICE PAID BY LICENSEE TO CUREMD FOR THE PARTICULAR CUREMD SERVICES DURING THE ONE (1) YEAR PRECEDING LICENSEE'S CLAIM; OR (B) \$5,000. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OR FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

- 6. Dispute Resolution:** Both parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Agreement. If a claim or controversy should arise, representatives of parties shall meet at least once and will attempt in good faith to resolve the dispute. For such purpose, either party may request the other[s] to meet within fifteen (15) days at a mutually agreed upon time and place.

If a dispute is not resolved through the foregoing negotiation, CureMD may require such dispute to be resolved by arbitration and if resolution is not reached, with final effect before the courts of law in the New York City, United States of America.

- 7. Non-Solicitation:** Each party covenants and agrees that during the term of this agreement and ten (10) years after the termination thereof, regardless of the reason for the termination, either party will not, directly or indirectly, on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee of the other party, its parent office, Partners or its Associates, to terminate their employment relationship.
- 8. Force Majeure:** Neither party shall be liable to other party for damages or losses, except for payment obligations, on account of failure of performance by the defaulting party if the failure is result of an Act of God (e.g., fire, flood, indement weather, epidemic, or earthquake); war or act of terrorism, including chemical or biological warfare; labor dispute, lockout, strike, embargo;

communication line, hardware or power failures; governmental acts, orders, or restrictions; failure of suppliers or third persons; nuclear or other civil or military emergencies; acts of legislative, judicial, executive, or administrative authorities; or any other reason where failure to perform is beyond reasonable control, and is not caused by the negligence, intentional conduct or misconduct of the defaulting party, and defaulting party has exercised all reasonable efforts to avoid or remedy such force majeure. The defaulting party must provide written notice of the force majeure event to the other parties within ten (10) business days of such event.

- 9. Governing Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York. The parties consent and agree that the courts of New York and the United States District Court for New York shall have personal jurisdiction over the parties.
- 10. Indemnity:** The Licensee agrees to indemnify and hold harmless CureMD, including their directors, officers, affiliates, employees and agents, against any claim, injury, loss or threatened loss or expense arising out of any breach by the Licensee under the terms of this Agreement.
- 11. Miscellaneous:** The parties shall comply with all applicable laws, and each party shall secure any license, permit or authorization required by law in connection with those aspects of the transmission process for which it is responsible under this Agreement.

The parties will act as independent contractors and this Agreement does not constitute either party as the agent or partner of the other party. Furthermore, each party represents that it is acting on its behalf and is not acting as an agent for or on behalf of any third party.

Licensee shall not assign, sell or otherwise transfer this Agreement or any rights hereunder without the express prior written consent of CureMD. An assignment hereunder shall be deemed to include the merger, consolidation, combination, transfer of control or a majority equity ownership of Licensee and/or any aspect of Licensee's business that is competitive with any aspect of CureMD's transaction services business ("Related Business"). Without limiting the foregoing, CureMD may terminate this Agreement in its sole discretion, if Licensee merges, consolidates or combines with, acquires, or transfers control or ownership of a Related Business or substantial assets of Licensee to, a CureMD competitor effective immediately upon notice to Licensee. Further, any purported assignment or transfer in violation of this Section 11 shall be null and void, and shall entitle CureMD to terminate this Agreement immediately upon notice to Licensee. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.