

Medical Transcription Service Agreement
(Applicable to you if you signed up for DRT service)

This agreement for medical transcription service (hereinafter referred to as “**Agreement**”) delineates the working relationship between CureMD.com, Inc., together with all its subsidiaries and affiliates (hereinafter collectively referred to as “**Business Associate**”), with its principal office located at 120 Broadway, New York, NY 10271 and Licensee practice (hereinafter referred to as the “**Client**”)

- 1. TERM AND TERMINATION:** The terms of this contract shall be in force beginning on the date signed by both parties for an initial term of one (1) year, and thereafter shall automatically renew for successive terms, unless terminated by either party through a written notice thirty (30) days prior to each renewal date.

Business Associate shall have the right to terminate this agreement in its entirety in the event of a material breach of the terms of this Agreement by Client which is not cured within thirty (30) calendar days following Client’s receipt of written notice specifying the breach. Notwithstanding the foregoing or any other agreement between the parties, if Business Associate terminates this Agreement, upon written notice from Client, Business Associate shall continue to provide services and products and receive compensation as specified in the applicable Purchase / Work Order until Client has obtained an alternate Business Associate. Upon termination for any reason, Business Associate shall provide Client with all Client data in its possession as per the applicable fee schedule, and any and all completed and non-disputed transcriptions or payments owed to the Business Associate must be paid for in full.

- 2. RESPONSIBILITIES OF EACH PARTY:** Business Associate will work with the Client to develop a set of dictation templates in order to standardize transcription formats as determined by Client. The transcription will be entered into the appropriate fields within Business Associate's EMR System, to ensure consistency with Client’s current business processes and reporting. To ensure compliance Client will review transcription for one month and Business Associate will adjust the transcription as required by Client.

The Client will be responsible for reviewing and approving each template. The Business Associate will not be responsible for printing envelopes, providing extra copies of a document or including graphics in a report. Dictation shall be made by the Client by dialing a Toll Free Number (1-866-625-6412) or any other Toll Free number of which Business Associate shall have access to. For standard delivery rates, transcribed documents will be transmitted electronically within 24 (twenty four) hours of the time of dictation.

Client shall inform Business Associate at least two weeks before the initiation of work of the minimum and maximum workload expected per day/week, weekend assignments, etc. so that Business Associate can organize its resources properly to meet the work load. Business Associate will electronically archive all transcribed reports indefinitely, unless instructed otherwise by Client.

The Client will be responsible for correctly entering the proper ID codes, patient information, physician orders, prescription and medication information, follow up appointment and report billing codes into the dictation system.

In order to ensure high-quality recorded dictation and to reduce the amount of time spent on

corrections, the Client will, whenever possible, organize his/her thoughts prior to commencing dictation; speak clearly into the telephone; carefully spell out all names of patients, doctors, new drugs, etc., and include all pertinent pieces of identification (dates, patient numbers, addresses, etc.) in his or her dictation.

3. FEES AND PAYMENT SCHEDULE: The Client shall reimburse the Business Associate in accordance with the following schedule:

- a. Medical transcription services shall be billed at the standard rate provided in the proposal. There will be a separate, one time set up charge of \$400.
- b. Special work, including transcription of meetings, designing forms, any non-transcription work or any irregular transcription work (i.e. not patient reports, unscheduled clinics, etc.) requested by the Client shall be contracted on a per project basis at a rate agreed to by both parties.
- c. Business Associate will bill the Client at the beginning of each month via invoices. Invoices will be mailed on the first day of the month. Terms are net 30 days with minimum monthly payment of \$400 per provider per month.
- d. Client who is delinquent beyond the 30-day payment deadline will be liable to pay a late payment charge of 1.5% per month applicable on the full outstanding balance. If the Client is delinquent on payment 60 days or more, Business Associate reserves the right to terminate or suspend complete access to the system until payment is made in full.

4. ERRORS AND OMISSIONS: Due to the variables involved in the process of converting dictation from voice to text, a patch of unclear dictation may need to be filled in and certain terms may need to be corrected. In such instances, blank spaces will be left in the transcribed document. It is the dictator's responsibility to proofread each document. When information such as the patient's medical record number, the date of a procedure, etc., has not been provided by the dictator, it will be the Client's responsibility to manually enter such data into the transcribed document. If a dictator wishes to make extensive editorial revisions to a document as a result of any errors and/or omissions on part of the Business Associate, there will be no additional charges. Otherwise, there will be a \$5/document service charge for word processing and editing.

The final responsibility for all text rests with the dictator. In the event of a malpractice claim or lawsuit, Business Associate cannot and will not be held liable for any errors and/or omissions.

5. WARRANTY AND DISCLAIMER: Business Associate warrants the work will be performed in a workmanlike manner, and in conformity with generally prevailing industry standards as defined by the Association for Healthcare Documentation Integrity (AHDI). Client must report any material deficiencies in Business Associate's work to the Business Associate in writing within fifteen (15) days of Client's receipt of the work. Client's exclusive remedy for the breach of the above warranty will be the re-performance of Business Associate's work within a commercially reasonable time.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. BUSINESS ASSOCIATE EXPRESSLY

DISCLAIMS ALL OTHER WARRANTIES.

- 6. LIMITATION OF LIABILITY AND INDEMNIFICATION:** Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the performance of Business Associate's work, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. The liability of the parties to each other for damages in connection with the Agreement, regardless of the form of action, shall not exceed the actual damages incurred by the party seeking redress. This limitation shall not apply to claims raised by third parties against Business Associate or Client, or, to claims in which either party joins the other as a third party defendant.

Client hereby covenants and agrees to indemnify and hold Business Associate harmless from and against any liability, loss, injury or expense (including cost of defense) imposed upon, incurred or suffered by Business Associate by reason of Client's negligent act or omission in the performance or non-performance of this Agreement. Business Associate's liability under this Agreement shall be limited solely and exclusively to the correction of typographical errors. BUSINESS ASSOCIATE'S TOTAL LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO THE WORK, REGARDLESS OF CAUSE OR THEORY OF RECOVERY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE CLIENT TO THE BUSINESS ASSOCIATE FOR THE CURRENT FEE TERM OF THE AGREEMENT.

Business Associate agrees to indemnify and hold harmless Client from and against any and all third party claims, demands, judgments, liability, damages, (including attorney's fees and amounts paid in settlement) arising out of any breach by Business Associate of its obligations hereunder Business Associate's non-compliance with this section. In such an event, Client shall be entitled to withhold any and all amounts it owes Business Associate until any such non-compliance issue is resolved to Client's sole satisfaction.

7. CONFIDENTIAL INFORMATION:

In performing the obligations under this Agreement:

- (a) Business Associate and Client may come into contact with, be given access to, and contribute to each other's Confidential Information. In consideration of permitting Business Associate and Client to have access to each other's Confidential Information, during the term of this Agreement, Business Associate and Client agree that they will not disclose to any third party any Confidential Information of the other Party without the other Party's prior written consent. Business Associate and Client shall only make the Confidential Information of the other Party available to its employees, auditors, attorneys or other professionals or consultants hired by such party in the ordinary course, on a need-to-know basis (that is, their duties, requirements or contract for services require a bona-fide need for such disclosure), and agree to take all appropriate action by instruction or agreement with such individuals permitted access to the Confidential Information to satisfy the obligations under this Section. Business Associate agrees to safeguard Client Confidential information and to use not less than commercially reasonable means to protect and safeguard such information. In addition, Business Associate agrees to comply with any privacy and security protocols, guidelines or standards as promulgated from time to time under the Health Insurance Portability and Accountability Act ("HIPAA"), Health Information Technology for Economic and Clinical Health or other similar government regulation.

- (b) For purposes of this Agreement, "**Confidential Information**" shall mean any and all proprietary

information, Client lists, employee or patient records or information, Client purchasing requirements, prices, trade secrets, know-how, processes, documentation and all other information without limitation which is not generally known to, or readily ascertainable by proper means, by the public or which might reasonably be considered confidential, secret, sensitive, proprietary or private to either Business Associate or Client. "Confidential Information" shall also include any combination of Client information with any one or more of the following data elements, when either the information or the data element is not encrypted, or encrypted with an encryption key that has also been acquired: (1) social security number; (2) driver's license number or non-driver identification card number; or (3) account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. "Private information" does not include publicly available information which is lawfully made available to the general public from federal, state, or local government records

- (c) The provisions of this Section will not apply to information: (i) developed by the receiving party without the use of or access to the disclosing party's proprietary information; (ii) that is or becomes publicly known without a breach of this Agreement; (iii) disclosed to the receiving party by a third party not required to maintain its confidentiality; or (iv) that is already known to the receiving party at the time of disclosure. The exceptions of this sub-section (c) shall not apply to Protected Health Information ("PHI") (as that term is defined in HIPAA and its related regulations, including 45 CFR Parts 160 and 164).
- (d) If any law, governmental authority or legal process requires the disclosure of proprietary information, the subject party may disclose the proprietary information, provided, that the other party is promptly notified in writing of such disclosure and given an opportunity to challenge such request. Notwithstanding the foregoing, Business Associate shall notify Client of any breach of confidential information or unauthorized acquisition or acquisition without valid authorization of computerized data that compromises the security, confidentiality, or integrity of information maintained by Business Associate immediately following discovery, if the information was, or is reasonably believed to have been, acquired by a person without valid authorization. Good faith acquisition of information by an employee or agent of Business Associate for the purposes of the business contemplated herein is not a breach, provided that the information is not used or subject to unauthorized disclosure. Such notice required herein shall be directly provided to the other party by either: (a) written notice; (b) electronic notice; or (c) telephone notification. In determining whether information has been acquired, or is reasonably believed to have been acquired, by an unauthorized person or a person without valid authorization, Business Associate may consider the following factors, among others: (1) indications that the information is in the physical possession and control of an unauthorized person, such as a lost or stolen computer or other device containing information; or (2) indications that the information has been downloaded or copied; or (3) indications that the information was used by an unauthorized person, such as a fraudulent accounts opened or instances of identity theft reported.

- 8. INDEPENDENT CONTRACTOR:** Nothing in this Agreement creates or shall be deemed to have created a partnership, joint venture, an employment contract or an agency agreement between the Parties or any third-party beneficiary relationship. The relationship between Business Associate and the Client is that of independent contractor under a Medical Transcription Service arrangement where the overall technology, source code, technical and user documentation etc. are all invented,

designed, developed, owned and operated by the Business Associate. This Agreement does not authorize the Client to act on behalf of the Business Associate as its agent or enter into any binding commitments on behalf of the Business Associate. Business Associate will not be eligible for any employee benefits, nor will Client make deductions from fees to the Business Associate for taxes, insurance, bonds or the like. Business Associate retains the discretion of how to perform the tasks assigned within the scope of work specified.

- 9. NON-SOLICITATION:** During the term of this Agreement and for a period of one year after termination or expiration of this Agreement, neither Party shall, without the written consent of the other Party, solicit for hire nor knowingly allow any of its employees, agents, officers, or representatives to solicit for hire, any employee(s) of the other Party who is associated with or involved in the performance of this agreement. This prohibition does not apply to employees who respond independently and in good faith to solicitations of a general or public nature .
- 10. OUTSOURCING:** Some of the services agreed to be performed under this agreement may be outsourced to third party sub-contractor for timely completion of the assignments, if internal resources of the Business Associate are insufficient. The Client authorizes the Business Associate to do so through this Agreement only if Business Associate enters into an agreement with any such sub-contractors or agents containing the same provisions regarding Confidential Information such as PHI and the protection thereof as is covered in this Agreement.
- 11. GOVERNING LAW:** Enforcement of rights and responsibilities under this contract shall be governed by the laws of the State of New York under the jurisdiction of the District Courts.
- 12. FORCE MAJEURE:** If any Party is prevented, hindered or delayed in the performance or observance of any of its obligations under this Agreement by reason of any circumstance beyond its reasonable control including, but not limited to, fire, flood, earthquake, labor disputes, riots, civil disorders, rebellions or revolutions in any country ("**Force Majeure**"), that Party will be excused from any further performance or observance of the obligations so affected for as long as such circumstances prevail and that Party continues to use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay (including compliance with the Parties' Disaster Recovery Plans). The Party affected by a Force Majeure event will advise the other Party in reasonable detail of the event (including the estimated duration of the event) as promptly as practicable (and in any event within four business hours after occurrence of the event) and keep the other Party reasonably apprised of progress in resolving the event.
- 13. ASSIGNMENT:** This Agreement may not be assigned or subcontracted, in whole or in part, by either Party without the other Party' written consent. Any purported assignment or subcontracting without such consent shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 14. WAIVER AND MODIFICATION:** The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.
- 15. USE OF SERVICE:** This agreement is for the exclusive use of the Client and its operating units, affiliates, associates or designees, agents and employees.

- 16. RESTRICTIVE USE:** The Client may only use this service for lawful purposes and as authorized herein.
- 17. AGREEMENT AND AUTHORISATION TO PERFORM SERVICES:** Business Associate and Client's signature on this contract shall constitute their agreement to be bound by the terms and conditions of this Agreement and shall authorize the Business Associate to perform services in accordance with this Agreement. Any substantial change in the scope of work performed under this Agreement may only be modified with the express written approval of the Business Associate.
- 18. MISCELLANEOUS PROVISIONS:** This Agreement represents the entire agreement between the parties. No other terms or conditions shall be implied or inferred from the text or otherwise. Any changes, amendments or additions to this Agreement shall be in writing and shall be agreed to by both parties.