

TERMS AND CONDITIONS

The terms and conditions set forth herein supplement and are made a part of that certain Agreement by and between HealthTech Solutions Group® and Contractor (as defined in the Agreement).

Termination.

1. Termination Without Cause. HTSG may terminate this Agreement for any reason by giving Contractor at least (30) thirty days' prior written notice. If notice under this section is given by HTSG, HTSG may, in its sole discretion, at any time prior to the effective date of such termination, remove Contractor from the project and relieve Contractor of some or all of its duties hereunder until the effective date of such termination.
2. Termination for Breach. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for seven (7) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
3. Immediate Termination by HTSG. HTSG may terminate this Agreement immediately by written notice to Contractor upon the occurrence of any of the following events:
 - (a) the failure of Contractor to make a timely disclosure required pursuant to Section 5 hereof;
 - (b) conduct by Contractor, including without limitation Contractor's personnel, which, in the sole discretion of HTSG, could negatively affect the performance of duties required hereunder;
 - (c) breach by Contractor, including without limitation Contractor's personnel, of any of the confidentiality provisions hereof;
 - (d) Contractor's or Contractor's personnel's conviction of a criminal offense related to healthcare or Contractor's or Contractor's personnel's listing by a federal or state agency as being debarred, excluded or otherwise ineligible for any federal or state program participation.
4. Effect of Termination. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; or (c) for rights and obligations arising as a result of any breach of this Agreement.

Miscellaneous

1. Non-Binding Mediation. The parties agree to use their best, good faith efforts to resolve all disputes and controversies arising under or in connection with this Agreement. In the event that they are unable to resolve any such dispute(s) among themselves, the parties agree that prior to initiating any litigation, all unresolved disputes shall be submitted to mandatory, non-binding mediation conducted in the metropolitan area of Nashville, TN with a mediator mutually agreed upon by the parties. In the event the parties are unable to agree upon a mediator, each party shall designate its desired mediator and those two designees shall select the actual mediator who shall conduct the mediation.
2. Entire Agreement; Modification. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. The terms of this Agreement will take precedence over any inconsistent terms which may be found in other documents as they now exist or as they may be amended in the future. Any amendments to this Agreement will be effective only if in writing and signed by Contractor and HTSG.
3. Governing Law. The interpretation and enforcement of this Agreement will be governed by the laws of Tennessee, without regard to any conflicts of law provisions contained there.
4. Counterparts. This Agreement may be executed in exact counterparts and when so executed by the parties hereto shall be effective in accordance with the terms hereof. Signatures transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.
5. Notices. All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or delivery by overnight courier or, if mailed, upon the first to occur of actual receipt or seventy-two (72) hours after being placed in the United States mail,

postage prepaid, registered or certified mail, receipt requested, addressed to the parties at the addresses set forth on the signature page. Notice of a change in address of one of the parties shall be given in writing to the other party as provided above, but shall be effective only upon actual receipt. Notices sent by Hospital shall be effective only upon actual receipt by both HTSG and legal counsel for HTSG.

If to HTSG: HealthTech Management Services, Inc.
405 Duke Dr., Suite 210
Franklin, TN 37067
Attn: CEO

With a copy to: General Counsel (at the same address)

If to Contractor: To Contractor's address and signatory set forth on the signature page hereto or to such other persons or places as either party may from time to time designate by notice pursuant to this Section 5.

6. Waiver. All rights, powers and remedies granted to either party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers or remedies which it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise. All such rights, powers and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either party. No delay or omission by either party to exercise any right, power or remedy shall impair such right, power or remedy or be construed to be a waiver of or an acquiescence to any breach or default. A waiver by either party of any breach or default hereunder shall not constitute a waiver of any subsequent breach or default.
7. Headings. The headings of the Articles and Sections of this Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of anything herein contained or govern the rights or liabilities of the parties hereto.
8. Assignment; Binding Effect. Contractor shall not assign, subcontract or transfer, in whole or in part, this Agreement or any rights, duties or obligations under this Agreement without the prior written consent of HTSG, and any assignment, subcontract or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns. This Agreement is assignable by

HTSG without consent, provided that HTSG provides prompt written notice of the assignment.

9. Referrals. The parties acknowledge that none of the benefits granted Contractor hereunder are conditioned on any requirement that Contractor make referrals to, be in a position to make or influence referrals to, or otherwise generate business for HTSG. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including the Medicare/Medicaid Anti-fraud and Abuse Amendments and federal and state physician self-referral laws. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these provisions.
10. Severability. If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be deemed modified to the extent necessary to render it legal and valid, preserving to the fullest extent permitted the intent of the parties set forth in this Agreement, and such provision shall not in any way affect the validity of the remainder of this Agreement.
11. Force Majeure. The parties shall be excused for failures and delays in the performance of their respective obligations under this Agreement due to any cause beyond the control and without the fault of such party, including without limitation, any act of God, war, terrorism, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities. This provision shall not, however, release such party from using its best efforts to avoid or remove such cause and such party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such party shall give prompt written notice thereof to the other party, provided that failure to give such notice shall not in any way limit the operation of this provision.
12. Access to Books and Records of Subcontractor. Upon the written request of the Secretary of the Department of Health and Human Services or the Comptroller General or any of their duly authorized representatives Contractor will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall

be available up to four (4) years after the rendering of such services. If Contractor carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Contractor agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of Public Law 96-499, Sec. 952 (Sec. 1861(v)(1)(I) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by Contractor or HTSG by virtue of this Agreement.

13. Authorization for Agreement. The execution and performance of this Agreement by HTSG and Contractor have been duly authorized by all necessary laws, resolutions and entity action, and this Agreement constitutes the valid and enforceable obligations of HTSG and Contractor in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, or other creditors' rights generally, and by general equitable principles.

14. Duty to Cooperate. The parties acknowledge that the parties' mutual cooperation is critical to the ability to perform their respective duties hereunder successfully and efficiently. Accordingly, each party agrees to cooperate fully with the other (i) in formulating and implementing goals and

objectives; and (ii) in the event of any governmental investigation. Upon HTSG's request, Contractor shall provide HTSG information relevant to the parties' performance of their respective functions under this Agreement.

15. Attorneys' Fees. Should either party hereto institute any action or proceeding in court to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement or any schedule or exhibit to this Agreement, the prevailing party shall be entitled to recover from the losing party the prevailing party's costs, including without limitation such amount as the court may adjudge to be reasonable attorneys' fees for services rendered to the prevailing party in such action or proceeding. The provisions of this Section shall be deemed continuing and shall survive any termination or expiration of this Agreement. The term "prevailing party" as used in this Section shall include, without limitation, any party who is made a defendant in litigation in which damages and/or other relief may be sought against such party and a final judgment or decree is entered in such litigation in favor of such party defendant.

16. Non-Discrimination. Neither party shall illegally discriminate on the basis of race, color, sex, age, religion, national origin, handicap, or payment source, or on any other basis prohibited by applicable law.