

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 Hospital (as defined in the Agreement).

1. Taxes. Hospital will provide HTSG with an IRS Form 1099 or other form reasonably necessary to enable HTSG to identify income from Hospital and pay any taxes owed on such amounts. Neither Hospital nor any Facility shall have any responsibility for calculating, paying or withholding any taxes or benefits on behalf of HTSG.

2. No Violation. Neither party is, nor during the Term will be, in breach of any other contract, obligation or covenant that would affect their ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation or covenant.

3. Non-Solicitation. Hospital agrees that during the Term (as defined below) and for a period of twelve (12) months following the termination or expiration of this Agreement, Hospital shall not, directly or indirectly, induce or attempt to induce any employee or independent contractor of HTSG to terminate his or her employment or contractual relationship with HTSG. In the event Hospital breaches this Section of this Agreement, Hospital agrees to pay HTSG, as applicable, as liquidated damages, which the parties agree is not a penalty, an amount equal to the compensation paid to such employee or independent contractor by HTSG during the last full month such individual was employed by or an independent contractor of HTSG, multiplied by twelve (12). The provisions of this Section shall be deemed continuing and shall survive the termination or expiration of this Agreement.

4. Designated Representative. Hospital shall provide HTSG with access to all relevant personnel of Hospital required by HTSG for the performance of its duties and exercise of its rights hereunder, including without limitation designation of a Hospital representative who has the authority to give instructions and approvals on Hospital's behalf.

5. Employees and Subcontractors. HTSG shall at all times be deemed to be an independent contractor of Hospital. HTSG Personnel shall not be regarded as employees or agents of Hospital or any Facility for the payment of any and all employment taxes such as FICA, unemployment or worker's compensation, and neither Hospital nor any Facility shall be responsible for those taxes or for any fringe benefits for HTSG Personnel.

6. Limits of Authority. Hospital and each Facility retain all authority and control over their respective businesses, policies, operations and assets. HTSG shall have no discretion under this Agreement to alter or modify the Claims without the approval of Hospital. The parties expressly acknowledge that HTSG is not responsible for verification or review of information obtained from Hospital and/or, as applicable to

the Agreement from the Websites and HTSG is not able to, and does not guarantee any particular results under this Agreement.

7. No Inducement to Refer. 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.

8. 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.

9. 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 therein.

10. 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.

11. Remedies; No 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.

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, HTSG 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 HTSG 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, HTSG 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 Hospital, any Facility or HTSG by virtue of this Agreement.

13. Authorization for Agreement. The execution and performance of this Agreement by Hospital and HTSG have been duly authorized by all necessary laws, resolutions and entity action, and this Agreement constitutes the valid and enforceable obligations of HTSG and Hospital 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. Assignment. Hospital shall not assign this Agreement, or any portion hereof or any monies due or to become due under this Agreement, and shall not delegate any duties under this Agreement, without the prior written consent of HTSG. HTSG may assign all or any portion of this Agreement by providing written notice to Hospital.

15. Successor in Interest. All of the rights, benefits, duties, liabilities and obligations of the parties hereto shall inure to the benefit of and be binding upon the parties and their permitted successors and assigns.

16. Amendments. Any amendments to this Agreement will be effective only if in writing and signed by Hospital and by HTSG.

17. Entire Agreement. 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.

18. Headings. The headings of the Sections and Articles 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.

19. 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.

20. 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 in formulating and implementing goals and objectives.

21. 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.

22. 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.

23. 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.