



Associate Agreement

Welcome to the **MEDPRICE.COM** Associate Program. In order for you, on behalf of your self or your Medical/Dental/Healthcare practice and/or business, to become an associate (“Associate”) and to obtain access to the vast population of uninsured and or self-insured patients whom are willing and able to pay for your services by either; **cash**, **check** or **charge** as described on the MEDPRICE.COM How It Works page (http://www.medprice.com/Associates/pdfs/HOW_MEDPRICE_WORKS_.pdf) at **MEDPRICE.COM**, the program provider (“Provider”), you must agree to and accept the terms and conditions of this agreement (“Agreement”). This Agreement sets out the terms and conditions under which you may utilize the Program and act as an Associate. Please read this Agreement, carefully. It is important that you understand that upon acceptance of this Agreement, it becomes a legally binding contract.

NOW THEREFORE, you on behalf of yourself or your Medical/Dental/Healthcare practice and/or business, (“You”) agree as follows:

1. Your Capacity and Related Matters

By accepting the terms and conditions of this Agreement, You represent and warrant that You are not an Individual less than 18 years of age, that all information You have given to Provider is true and correct in all respects, and that You will update Provider by email or such, with any changes to information You have previously supplied. You further represent and warrant that You have the legal authority to accept the terms and conditions of this Agreement. Provider and/or its Authorized Agents reserve their right to refuse to accept You as an Associate, with or without notice, if You have supplied any information which is misleading, untrue, inaccurate or incomplete.

2. General Description of the Services and Reserved Rights of Provider

Patients will have the option of paying for Your services by either “cash, check or charge.” You may initiate the enrollment process to become an Associate of the Program by completing the Enrollment Form that will be presented to You. Information provided by You during the enrollment process will be automatically routed to Provider who will evaluate your eligibility to receive access to the Program. If, on the basis of this evaluation, it is determined that You are eligible to access the Program, the Agreement will be deemed to be fully executed and will become effective starting on the date of Your acceptance (“Effective Date”).

YOU AGREE AND AKNOWLEDGE THAT PROVIDER AND/OR ITS AUTHORIZED AGENTS RESERVE THE RIGHT IN THEIR SOLE DISCRETION

TO REJECT YOUR ENROLLMENT IN THE PROGRAM WITHOUT ANY FURTHER OBLIGATION TO YOU.

You further understand and agree that Provider and/or its Authorized Agents may, in their sole discretion, change, add to, remove, modify and/or discontinue the Program with or without notice to You, and Provider and or its Authorized Agents will have no liability to You or any third parties in connection with any of the above.

3. Personal Data Collection and Use

You hereby consent, as a condition of Your enrollment in the Associate Program, to the collection, use, processing and transfer of personal data as described in this paragraph and the Privacy Statement page (http://www.medprice.com/Associates/pdfs/PRIVACY_DECLARATION.pdf) for the purposes described in this Agreement. You understand that Provider and/or its Authorized Agents will collect and hold personal or non-public information about You, including but not limited to Your name, address, telephone number, e-mail address, date of birth, social security number and/or tax identification number, salary, job title and credit history for the purpose of considering eligibility for Program access and transaction processing ("Data"). You also understand and agree that Provider and/or its Authorized Agents may obtain various consumer reports regarding You from third parties, run a credit check or obtain other personal or credit information about You or Your business. You further understand and agree that Provider, its Authorized Agents and/or their contractors may transfer Data among themselves as necessary for the purpose of the provision and management of Program, as well as under circumstances described in the Privacy Statement. You also understand that Provider and/or its Authorized Agents may disclose Data as necessary to comply with the requirements of the law or the lawful order of a court or other governmental body.

4. Password and Implementation Materials

Promptly on the Effective Date, You will be given access to utilize the Program. Any information given, materials and all intellectual property rights associated therewith will remain the property of Provider and/or its Authorized Agents. You agree to restrict use and access to Your password to Your employees and agents as may be reasonably necessary, and will ensure that such employee or agents complies with all applicable provisions of this Agreement. You are solely responsible for maintaining adequate security and control of any and all Ids, passwords, or any other codes that are issued to You by Provider or its Authorized Agents.

5. Payment of the Program Fees

In consideration of Your access to and utilization of the Program as a Tiered Associate, You agree to pay Program Fees to the Provider in accordance with the procedure stated in this Section 5.

5.1 Upon completion of the enrollment process and the selection of an Associate level, You will be required to pay Monthly and/or Annual Program Fees. Monthly and/or Annual Program Fees will be assessed in advance of the commencement of Program and on the anniversary date thereafter. All Fees charged will be payable via "Visa, MasterCard, American Express, Discover and Electronic Checks, to Provider and/or its Authorized Agents. Your first billing will occur on the first business day of the next month following your acceptance of this Agreement and will include a prorated first month's fees from the date of acceptance and the 2nd month's fees in advance. Thereafter, Monthly Program Fees (unless an Annual Pre-payment is opted for) will be assessed and charged to You on or before the 1st business day of each month.

5.2 Late payments will be charged by Provider and/or its Authorized Agents a \$15 late fee, and will accrue interest at the rate of 1.5% per month (18% per annum) or, if less, the maximum amount by law. You will be liable to Provider and/or its Authorized Agents for any collection costs or attorney fees that are incurred in the event action is taken by Provider and/or its Authorized Agents to collect any past due balance of Program Fees.

5.3 Where the payment of Program Fees is not made in full on a timely basis, Provider and/or its Authorized Agents may, in their discretion, require You to make a deposit into a reserve account established and managed by Provider and/or its Authorized Agents in an amount to be determined by Provider and/or its Authorized Agents to secure future payments as a condition of providing ongoing access to Program, and/or disconnect the services, and/or undertake any action necessary to secure payment in full. Such reserve account may be funded by all or any combination of the following: (i) one or more debits to your credit account on file; (ii) if Provider so agrees, You pledge to Provider a freely transferable and negotiable certificate of deposit. Any certificate of deposit shall be issued by a financial institution acceptable to Provider and shall be in a form satisfactory to Provider. In the event of termination of this agreement by any party, an immediate reconciliation of your account will be made, and any balance owed to Provider will be due and payable on that date.

6. Your Obligations

6.1 You are responsible for all costs and management related to Your access to and utilization of the Program. You also are solely responsible for Your web site (if applicable) including but not limited to web operations, services support, quality and availability of Your web site.

6.2 You will not give, transfer, assign, sell, resell or otherwise dispose of the password for access to and utilization of the Program to any third party and/or Your affiliates.

6.3 You will not give, transfer, assign, sell, resell or otherwise dispose of the information and materials provided to You to utilize the Program.

6.4 You will not access and/or utilize the Program for any illegal purposes and will not interfere or disrupt networks connected with the Program.

6.5 You will not provide Your service(s) to a patient that You know, or should have known, to be committing an act of fraud under the guise of the Program.

6.6 You will not use the Program to accept or conduct business from patients whom are not members of the Program and who are known to You, to be members of other potential competitors of the Program.

6.7 All disputes involving the service(s) and/or healthcare provided by You will be settled between You and Your patient. You will indemnify and hold Provider and/or its Authorized Agents harmless from any claim or liability to any such dispute.

6.8 You will be solely responsible for properly calculating and remitting to the proper taxing authority all business transactions occurring due to Your affiliation with the Program.

6.9 You will keep full and accurate records of Your utilization of the Program and all transactions with Your patients involving utilization of the Program. You will retain such records for at least twelve months following the termination of this Agreement.

6.10 You will give Provider the web address (if applicable) and a complete and accurate written description of Your online activity utilizing the Program.

6.11 You will not engage in any form of Internet abuse, including but not limited to: (i) sending any kind of unsolicited or unwelcome email to a substantial number of Program members, anywhere on the Internet; (ii) posting a single article or substantially similar articles to an excessive number of news groups or mailing lists; (iii) repeated or deliberate posting of articles that are off-topic according to the charter of the newsgroup or mail list where such articles are posted; and (iv) posting commercial advertising in a conference or newsgroup, unless it is specifically permitted to be posted within that group. You understand

that Provider and its Authorized Agents may investigate any reported occurrence of potential Internet abuse and take appropriate action, which depending on the circumstances and severity of any such occurrence may include: (i) issuing a warning to You and taking necessary action to minimize any damage; (ii) suspending Your right to access and use the Program; and/or (iii) immediately terminating this Agreement.

7. Prohibited Activities

You agree that You will not at any time conduct Your business in any manner that directly or indirectly offers, sells, leases, licenses, displays, delivers, advertises, recommends, or promotes any product(s), service(s), data, information, image(s), text and/or other web site content (if applicable), which is: (i) unlawful or violates any applicable local, state, national or international law, ordinance or regulation having the force of law; (ii) pornography or sexually oriented, profane, obscene, vulgar, offensive, lewd; (iii) defamatory, libelous, slanderous, abusive, threatening or harassing towards others; (iv) a sweepstakes, lottery, raffle, multi-level marketing program, chain letter or pyramid scheme; (v) an unfair, unlawful or deceptive business practice; (vi) racially or otherwise offensive, hateful, bigoted or intolerant; (vii) in violation of any privacy or data protection law or right; (viii) infringe or violate any patent, copyright, trademark, trade secret, right of publicity or privacy or other proprietary right under the laws of any jurisdiction; (ix) transmit or deliver in any material that contains viruses, worms, Trojan horses, time bombs and any other harmful or damaging software or other technology or the means for developing any of the above; (x) advocate, promote and/or provide assistance in carrying out violence or any other activity against any persons or any governments, businesses or other entities; (xi) the subject of any government investigation or proceedings; (xii) any form(s) of gambling; or (xiii) not consistent with prevailing Internet "Netiquette" standards, as determined by Provider and/or its Authorized Agents in their sole discretion.

8. Your Representations and Warranties

You represent and warrant that (i) all products and/or services offered, sold or otherwise provided on Your web site (if applicable) are made, offered, sold or otherwise provided in compliance with all applicable laws and regulations; (ii) all products and/or services offered, sold or otherwise provided on Your web site do not and will not infringe the copyrights of third parties; (iii) Your web site is in compliance with applicable laws and regulations; (iv) information provided as part of the enrollment process is accurate, complete and current; and (v) You have the power and authority to enter into and perform Your obligations under this Agreement.

9. Customer Service

9.1 Provider and/or its Authorized Agents will provide Customer Service and Support to You relating to the Program, as such service is defined below.

9.1.1 Provider will provide You with written instructions regarding access to the customer service department ("Customer Service") for technical and operational questions. In addition, Customer Service contact information will be provided within the Program which will include the Customer Service email address and telephone number. You will have the option of contacting Customer Service either by telephone or e-mail. Provider will respond to Your telephone inquiries at the time of inquiry and e-mail within 48 hours of receipt.

10. Proprietary Rights

10.1 Provider and/or its Authorized Agents will own and retain all of their respective rights, titles and interests in and to all intellectual property embodied in or associated with the design and delivery of the Program, including, but not limited to, content, such as software, graphics, start-up information and materials, designs, methods, architecture, materials, publications, business plans and other tangible intellectual property-based assets of any kind whether in machine readable, printed or other form and including, without limitation, all revisions, enhancements, technical know-how, patents, copyrights, trademarks, moral rights and trade secrets.

10.2 Except as expressly stated in this Agreement, the Parties will have no rights of any kind in or to any of each other's intellectual property. There are no implied licenses under this Agreement, and any rights not expressly granted under this Agreement are reserved by the respective Party.

11. Infringement

11.1 If the Program or any part thereof becomes, or in Provider's and/or Authorized Agents' reasonable opinion may become, the subject of any claim, suit, or proceeding arising from or alleging infringement of, any patent, copyright or any other intellectual property rights of any third party, Provider and/or its Authorized Agents, at their option and own expense, may take one or more of the following actions;

11.1.1 secure for You the right to continue using the Program or part thereof;

11.1.2 replace or modify the Program or part thereof to make them non-infringing; or

11.1.3 terminate this Agreement, and all rights granted hereunder to You with respect to the Program.

11.2 THE ABOVE REMEDIES ARE THE SOLE AND EXCLUSIVE LIABILITY OF PROVIDER AND/OR ITS AUTHORIZED AGENTS AND ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO YOU AGAINST PROVIDER AND/OR ITS AUTHORIZED AGENTS IN THE EVENT OF SUCH ACTION OR THREATENED INFRINGEMENT.

12. Indemnity

You agree to indemnify and hold harmless Provider and/or its Authorized Agents, their directors, officers, employees, agents, subsidiaries, parents and affiliates, against any and all liability, loss, claims, demands, damages or costs of any kind, including reasonable attorney's fees and cost of litigation, resulting from Your gross negligence or willful misconduct or that of Your directors, officers or employees, or Your breach of any representation, warranty or obligation under this Agreement.

13. Disclaimer of Warranties and Limitation of Liabilities

THE PROGRAM AND ITS INDIVIDUAL COMPONENTS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. PROVIDER AND/OR ITS AUTHORIZED AGENTS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

IN NO EVENT WILL PROVIDER AND/OR ITS AUTHORIZED AGENTS BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE PROGRAMS, OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE. THESE LIMITATIONS WILL APPLY WHETHER OR NOT PROVIDER AND/OR ITS AUTHORIZED AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOT WITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. YOU ACKNOWLEDGE THAT THE CONSIDERATION BARGAINED FOR IN THIS AGREEMENT WAS AGREED BASED UPON THE FOREGOING LIMITATION OF LIABILITY. SUBJECT TO THE FOREGOING, PROVIDER AND/OR ITS AUTHORIZED AGENT'S JOINT AND SEVERAL LIABILITY FOR DAMAGES OF ANY KIND OR NATURE IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF PROGRAM FEES PAID BY YOU DURING THE THEN MOST RECENT TWELVE-MONTH PERIOD.

14. Term

14.1 This Agreement will be effective as of the Effective Date and will remain in effect until terminated in accordance with the terms of this Section 14.

14.1.1 In addition to any other remedies set out in this Agreement, Provider and/or its Authorized Agents may terminate this Agreement and discontinue provision of the Program immediately under the following circumstances: (i) You assign or attempt to assign the Agreement or any or Your duties under this Agreement to another party; (ii) You make misrepresentations to actual or prospective customers regarding the Program; (iii) Provider receives complaints regarding Your messages, representations, promotions, advertising, products or services or if claims are made arising from them; (iv) You materially modify the product/service line that is offered by You without prior written notice to Provider; (v) You are adjudicated a bankrupt or a petition in bankruptcy or reorganization is filed by or against You, or You make an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or a permanent or temporary receiver or trustee for all of substantially all of Your property is appointed by a court of competent jurisdiction; (vi) a material adverse change occurs in Your business, financial condition, business procedures, prospects, products or services.

14.2 Either party may terminate this Agreement without cause with thirty (30) days prior written notice to another Party specifying the exact date and time of such termination.

14.3 Upon the termination or expiration of this Agreement:

14.3.1 Each Party will destroy or return to the other all materials and information containing a reference to the Program;

14.3.2 Provider and/or its Authorized Agents will cease providing Program and may, in their sole discretion, delete any content of Your web site (if applicable) or any other data or information You have furnished to Provider;

14.3.3 Sections 3,7,8,9,10,11,12,and 13 will survive the termination of this Agreement.

15. Assignment

You will not have the right of power to assign any of Your rights or delegate the performance of any of Your obligations under this Agreement without the prior written consent of Provider, including in the case of a merger. Provider will have the right to assign this Agreement to its subsidiaries, affiliates and/or its Authorized Agents.

16. Notices

All notices, demands or consents given under this Agreement will be in writing and will be deemed given when delivered to (i) Provider by an e-mail entitled "Contract Notice" which is sent to a Provider-designated e-mail for contract notices and (ii) to You by e-mail, to be deemed given upon transmission of such e-mail address.

17. Severability

Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof will be prohibited by or determined to be invalid by a court of competent jurisdiction, such provision will be ineffective to the extent of such prohibition or validity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. Governing Law and Disputes Resolutions

18.1 This Agreement will be governed by, and interpreted in accordance with, the laws of the State of California without regard to the conflict of laws provisions thereof. Any dispute between the Parties arising out of, or relating to, the validity, construction, interpretation or performance of this Agreement that cannot be amicably resolved will be submitted to binding arbitration in accordance with the terms of this Section 17 (except as set forth in subsection 17.5 below). A "Dispute" shall mean any action, dispute, claim or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Agreement. Any party may by summary proceedings, bring an action in court to compel arbitration of a Dispute. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.

18.2 Governing Rules. Arbitration proceedings shall be administered by the American Arbitration Association ("AAA") or such other administrator as the parties shall mutually agree on. Arbitration shall be conducted in accordance with the AAA Commercial Arbitration Rules. If there is any inconsistency between the terms hereof and any such rules, the terms and procedures set forth herein shall control. All Disputes submitted to arbitration shall be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code). The arbitration shall be conducted at a location in California selected by the AAA or other administrator. All statutes of limitation applicable to any Dispute shall apply to any arbitration proceeding. All discovery activities shall be expressly limited to matters directly relevant to the Dispute being arbitrated. Judgment upon any award rendered in an arbitration may be entered in any court having jurisdiction; provided however, that nothing contained herein shall be deemed to be a waiver,

by any party that is a bank, of the protections afforded to it under 12 U.S.C. §91 or in any similar applicable state law.

18.3 No Waiver; Provisional Remedies. No provision hereof shall limit the right of any party to obtain provisional or ancillary remedies, including without limitation injunctive relief, attachment or the appointment of a receiver, from a court of competent jurisdiction before, after or during the pendency of any arbitration or other proceeding. The exercise of any such remedy shall not waive the right of any party to compel arbitration or reference hereunder.

18.4 Arbitrator Qualifications and Powers; Awards. Arbitrators must be active members of the California State Bar or retired judges of the state or federal judiciary of California, with expertise in the substantive laws applicable to the subject matter of the Dispute. Arbitrators are empowered to resolve Disputes by summary rulings in response to motions filed prior to the final arbitration hearing. Arbitrators (i) shall resolve all Disputes in accordance with the substantive law of the state of California, (ii) may grant any remedy or relief that a court of the state of California could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award, and (iii) shall have the power to award recovery of all costs and fees, to impose sanctions and to take such other actions as they deem necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the California Rules of Civil Procedure or other applicable law. Any Dispute in which the amount in controversy is \$5,000,000 or less shall be decided by a single arbitrator who shall not render an award of greater than \$5,000,000 (including damages, costs, fees and expenses). By submission to a single arbitrator, each party expressly waives any right or claim to recover more than \$5,000,000. Any Dispute in which the amount in controversy exceeds \$5,000,000 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations.

18.5 Judicial Review. Notwithstanding anything herein to the contrary, in any arbitration in which the amount in controversy exceeds \$5,000,000, the arbitrators shall be required to make specific, written findings of facts and conclusions of law. In such arbitrations (i) the arbitrators shall not have the power to make any award which is not supported by substantial evidence or which is based on legal error, (ii) an award shall not be binding upon the parties unless the findings of fact are supported by substantial evidence and the conclusions of law are not erroneous under the substantive law of the state of California, and (iii) the parties shall have in addition to the grounds referred to in the Federal Arbitration Act for vacating, modifying or correcting an award, the right to judicial review of (A) whether the findings of fact rendered by the arbitrators are supported by substantial evidence, and (B) whether the conclusions of law are erroneous under the substantive law of the state of California. Judgment confirming an award in such a proceeding may be entered only if a court

determines the award is supported by substantial evidence and not based on legal error under the substantive law of the state of California.

18.6 Damages. The arbitrator(s) will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this Section. Any award in an arbitration under this Section shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount.

18.7 Miscellaneous. To the maximum extent practical, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. This arbitration provision shall survive termination, amendment or expiration of the Agreement or any relationship between the parties.

19. Entire Agreement, Amendments and Waivers

19.1 This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements, understandings and communications between the Parties with respect to the subject matter hereof.

19.2 This Agreement may be amended by Provider and its Authorized Agents at any time upon notice to You.

19.3 The failure of a Party to assert any of its rights under this Agreement in the event of breach or default by the other Party, will not be deemed to constitute a waiver by that Party of its rights to enforce each and every provision of this Agreement in accordance with its terms.

20. No Partnership or Agency; Independent Contractor

20.1 No Agency, partnership, joint venture or employment relationship is created between You and Provider by way of this Agreement. Neither party has any authority, expressed or implied, to create any obligation or responsibility on behalf of the other party.

20.2 In the performance of their respective obligations hereunder, the Parties are, and will be, independent contractors. Nothing in this Agreement will be construed to constitute either Party as the agent for the other for any purpose whatsoever. Neither Party will bind, or attempt to bind, the other Party to any contract or the performance of any obligation, and neither Party will represent to

any third party that it has any right to enter into any binding obligation on the other Party's behalf.

I ACCEPT