

Expert Exams LLC.
Referral Terms and Conditions

The Referral for Expert Exams LLC. ("Expert Exams") Medical-Legal Nurse Review, Record Organization & Indexing, Independent Medical Exams (IME), Peer Reviews, Liability Medical Bill Review, Diagnostic Film Review, Medical Cost Projection, and/or designated as Other (collectively referred to as, "services") is subject to the following Terms and Conditions:

1) Applicability.

- a) These Referral Terms and Conditions of sale (these "**Terms**") are the only terms which govern the sale of the services by Expert Exams to the Client named on the Referral Form.
- b) Notwithstanding anything to the contrary contained in this Agreement, Expert Exams may, from time to time change the Services without the consent of the Client provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates.

2) PAYMENT.

- a) The Referrer has the authority to make this referral and bind the Client to these Terms and Conditions. The Client listed on the Referral Form agrees to pay any and all invoice for services performed as part of the referred service within thirty (30) days from the invoice date. Payment shall be made to Expert Exams LLC 1072 S De Anza Blvd., Suite A107-534, San Jose, California 95129.
- b) If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 10 percent per year, or the maximum percentage allowed under applicable California laws, whichever is less. Client shall pay all costs of collection, including without limitation, reasonable attorney fees.
- c) In addition to any other right or remedy provided by law, if Client fails to pay for the Services when due, Expert Exams has the option to treat such failure to pay as a material breach of this Referral, and may cancel this Referral Services and/or seek legal remedies.

- 3) CONFIDENTIALITY.** Expert Exams, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Expert Exams, or divulge, disclose, or communicate in any manner, any information that is proprietary to Client. Expert Exams and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the completion of the Services. Any oral or written waiver by Client of these confidentiality obligations which allows Expert Exams to disclose Client's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific

third party, and the confidentiality clause will continue to be in effect for all other occurrences.

- 4) **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Referral (including without limitation the failure to make a monetary payment when due), the other party may terminate the Services by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten (10) days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of the Services.

5) Limitation of Liability.

- a) **IN NO EVENT SHALL EXPERT EXAMS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT EXPERT EXAMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
- b) **IN NO EVENT SHALL EXPERT EXAMS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO EXPERT EXAMS FOR THE SERVICES SOLD HEREUNDER .**
- c) The limitation of liability set forth in this Section 5(b) shall not apply to (i) liability resulting from Expert Exams' gross negligence or willful misconduct and (ii) death or bodily injury resulting from Expert Exams' acts or omissions.
- 6) **FORCE MAJEURE.** If performance of the Referral Services or any obligation under these Terms and Conditions is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of nature, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch

whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

- 7) **Termination.** In addition to any remedies that may be provided under these Terms, Expert Exams may terminate this Agreement with immediate effect upon written notice to Client, if Client: (a) fails to pay any amount when due under this Agreement and such failure continues for sixty (60) days after Client's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors

- 8) **ARBITRATION.** Any controversies or disputes arising out of or relating to the Referral Services shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Referral. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of the Terms and Conditions or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any California court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law.

- 9) **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

- 10) **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

- 11) **ENTIRE AGREEMENT.** The Terms and Conditions along with Referral, and Billing Guidelines contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Referral. These Terms and Conditions supersedes any prior written or oral agreements between the parties.
- 12) **SEVERABILITY.** If any provision of these Terms and Conditions will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of these Terms and Conditions is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- 13) **AMENDMENT.** These Terms and Conditions may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.
- 14) **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of California and the venue for any action shall be in a State or Federal Court located in Santa Clara County, California
- 15) **NOTICE.** Any notice or communication required or permitted under this Referral shall be sufficiently given if delivered in person, by facsimile, by email, or by certified mail, return receipt requested, to the address to such address as one party may have furnished to the other in writing.
- 16) **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Terms and Conditions shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Terms and Conditions.