

**REVENUE CYCLE MANAGEMENT SERVICES TERMS AND CONDITIONS**  
**(Applicable to you if you signed up for CureBilling Service)**

**1. CureBilling Responsibilities:** CureMD.com, Inc. (“CureBilling / CureMD”) shall prepare process and submit on behalf of Client all claims for third party payment to commercial and government payers for services provided by Client to its patients. Without limiting the foregoing, CureBilling shall submit claims on behalf of and in the name of Client to Medicare, Medicaid, HMO’s, and various commercial payers.

All such claims shall be submitted by CureBilling in the Client’s name and utilizing provider numbers assigned to the Client by the respective third party payer. Claims will be submitted either electronically or by means of paper submission as directed by the third party payer. Client hereby expressly authorizes CureBilling to submit claims on its behalf in accordance with this Revenue Cycle Management Services Terms and Conditions (“Agreement”). Payment of all claims filed on behalf of Client shall be directed to such accounts to which Client has sole control as may be required by Medicare and other third party payers.

CureBilling will perform following medical billing related transaction processing:

- i. Charge Entry
- ii. Claims Submission (Electronic/Paper)
- iii. Rejection Handling
- iv. Insurances follow-ups
- v. Primary & Secondary Billing
- vi. Payment posting (Electronic Remittance Advice & EOB)
- vii. Workers Comp and No-Fault billing
- viii. Primary & Secondary Billing
- ix. Financial Reporting (Account, claim and line-item level)
- x. Referral Tracking and Alerts
- xi. Electronic Remittance Advice
- xii. Aging Reports

**2. Client Responsibility:** Client shall be solely responsible for ensuring that CureBilling is provided with all necessary and complete records and information from which to submit the claim at all times and in a timely manner, and shall reasonably cooperate with CureBilling as may be necessary to permit CureBilling to perform its duties hereunder. Clients shall be solely responsible for ensuring the accuracy and completeness of all coding associated with claims and for ensuring the medical necessity and appropriateness of the services for which a bill will be submitted, and for any and all liabilities arising there from. CureBilling shall have no liability or responsibility whatsoever regarding the accuracy or completeness of the coding or determinations regarding medical necessity. Client shall be solely responsible for ensuring that CureMD verbal or written guidelines, recommendations and policies for the use and consumption of Programs and or Services, recommended processes, procedures and or workflows are strictly followed and adhered to. Client shall ensure that the information provided to CureBilling required for the successful submission of claims is complete in all respects at all times and in a standardized format through the tools provided in CureMD Programs and Services (CureMD EMR & Revenue Cycle Management Program), Scanned SuperBills or through other means recommended by CureMD. In addition to the foregoing, Client will be exclusively required and responsible to perform the following transactions to enable CureBilling service to work smoothly:

- a) Payers Credentialing
- b) Demographic entry including insurance information (Eligibility Verification)
- c) Patient Scheduling
- d) Timely providing Claims & EOB documents (Scanning & FTP uploading)
- e) Providing the referral forms/Authorizations with each claim (If applicable)
- f) Review of Billing A/R and rejections on weekly basis

Client acknowledges that CureBilling will rely on the Demographic Information in providing the Services and that the timing and amount of Net Collections generated by the Services are affected by the completeness, timeliness and accuracy of the Demographic Information and other variables, some of which are beyond the control of CureBilling. Client shall provide CureBilling with records and information in a standard report format, reflecting its current monthly collections statistics before going live.

CLIENT SHALL BE SOLELY RESPONSIBLE FOR ANY LOSS OF EARNINGS, PROFITS OR REVENUES IF CLIENT FAILS TO FULFILL ANY OF THE RESPONSIBILITIES MENTIONED HEREIN AND OR IF THE RECOMMENDED PROCEDURES, GUIDELINES, WORKFLOWS ARE NOT STRICTLY FOLLOWED OR ADHERED TO.

**3. Client Acknowledgement:** Client acknowledges and agrees as follows:

- a. The ultimate responsibility for all claims submitted is that of the Client and Client shall remain solely responsible for subsequent correction, adjustment, or repayment of any payment regardless of reason or cause.
- b. The submission of false, fraudulent or misleading data, information, or statements to the government and/or commercial third party payers in connection with health insurance coding, billing and claims submission is a crime and can subject the violator to imprisonment and/or fines.
- c. Client shall indemnify, defend and hold CureBilling and its owners, directors, and employees harmless from and against any claims submitted on behalf of and / or in the name of the Client for which Client has provided CureBilling false, fraudulent, incomplete, misleading, or otherwise incorrect information or data, including but not limited to, the coding of claims pursuant to Section 2 above.
- d. Client shall be solely responsible for maintaining all original source documents to enable it to verify and document the claims submitted to third party payers (whether such claims are submitted in paper or electronic form).

**4. Compensation:** As consideration for the services performed by CureBilling hereunder, Client shall pay CureBilling a percentage, as set out on CureBilling proposal presented to Client prior to the commencement of CureBilling Service which shall be reflected through the monthly invoice to Client including any percentage revisions etc., for all collections from the Date of Services on and after the Effective Date (defined below). Minimum monthly service charge of \$ 1,295 per provider shall apply to all CureBilling Clients.

On a monthly basis, CureBilling shall submit an invoice listing the receivables. Client shall pay the full

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amount of the invoice to CureBilling within ten (10) days of the invoice.

Patient statements and appeals will be charged \$0.75/statement (for printing, stuffing, and mailing letter/statement/appeal with outgoing envelopes & postage)

- a. Invoices not paid within ten (10) will be subject to services charges, equal to 10% APR.
- b. Services may be temporarily suspended by CureBilling without notification for any invoice which is unpaid for more than thirty (30) days from the date of invoice.
- c. Client shall be responsible for providing CureBilling with documentation related to payment received within ten (10) days of payment receipt. Any documentation related to payment received for a paid claim and not provided to CureBilling within ten (10) days shall be subject to a 10% penalty above the rate outlined in Section 4.

**5. Compliance With Laws And Regulations:** It is expressly understood and agreed that both parties, in performance with their duties hereunder, will comply with all applicable laws and regulations, including but not limited to, laws and regulations (and government interpretations thereof) relating to billing, coding, and submission of claims to the Medicare and Medicaid Programs.

**6. Exclusivity:** Client agrees that throughout the term of this Agreement, CureBilling will be the sole and exclusive provider of claims processing services to Client, and Client will not hire or engage any other claims processing or similar company.

**7. Term:** The initial term of CureBilling Service will be sixty (60) months hereunder, beginning as of the execution of the CureBilling proposal ("Effective Date"). Thereafter, the term shall automatically renew for successive sixty (60) month periods unless the Client provides a ninety (90) days written notice prior to the expiration of the applicable term.

**8. Termination:** Prior to the expiration of the contractual term, any early termination of CureBilling Service shall be subject to a one-time payment as follows:

- a. \$ 6000 per 1st provider; \$3500 per each additional full time billing provider, \$2000 per each part time or non-billing provider.
- b. In addition, the Client shall be liable to pay \$100 per provider every month for the remaining term of the 60 months contractual term, along with the accumulative RCM collection fee.
- c. Immediate Termination: This agreement may be terminated by CureBilling in the event:
  - (i) Client is excluded or otherwise debarred from or by the Medicare or Medicaid Programs; (ii) Client loses or has revoked or suspended his/her/its license to practice Client's profession in the state where the Client is licensed and practicing; (iii) Client files for bankruptcy or otherwise seeks protection from creditors pursuant to federal or state laws; or (iv) CureBilling reasonably believes Client is not complying with the federal or state laws, regulations or guidelines affecting the Client's practice or submission of claims to third party payers.

- d. Upon termination or expiration of this Agreement, CureBilling at its sole option, may continue to

process those claims for which CureBilling has already commenced processing and CureBilling shall be paid for each such claim in accordance with Section 4 herein.

**9. LIMITATION ON LIABILITY:** IT IS EXPRESSLY AGREED THAT IN NO EVENT CUREMD ITS AFFILIATES OR ANY OF THE DIRECT OR INDIRECT OWNERS OF CUREMD, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, STOCKHOLDERS, AGENTS, AND EMPLOYEES, OR ANY LICENSORS OF CUREMD SHALL HAVE ANY LIABILITY WHATSOEVER FOR INSTANCES INCLUDING BUT NOT LIMITED TO ANY BREACH OF THIS AGREEMENT, DATA LOSS OR CORRUPTION, BUSINESS INTERRUPTION, FAILURE, DELAY OR SERVICE INTERRUPTION, ANY INABILITY TO RECORD OR ACCESS DATA, ANY FAILURE TO RESTORE DATA, OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES OR GOODWILL, LOSS OF USE, OR LOSS OF INFORMATION OR DATA, OR FROM INCREASED EXPENSES OR COSTS, FORESEEABLE OR UNFORESEEABLE, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EVEN IF CUREMD HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING THAT MAY BE INCURRED OR SUFFERED BY THE LICENSEE OR ANY OTHER PERSON FROM THE USE OR INABILITY TO USE THE PROGRAMS AND SERVICES WHETHER UNDER THE LAWS OF CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE, ARISING FROM THOSE OR OTHER CAUSES.

CUREMD DISCLAIMS ANY AND ALL LIABILITY FOR ERRONEOUS TRANSMISSIONS AND LOSS OF SERVICE RESULTING FROM COMMUNICATION FAILURES BY TELECOMMUNICATION SERVICE PROVIDERS OR THE PROGRAMS.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THEORY OF LIABILITY, SHALL BE LIMITED TO THE AGGREGATE FEES ACTUALLY PAID BY YOU UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRECEDING THE EVENT FIRST GIVING RISE TO THE CLAIM. CUREMD SHALL HAVE NO OBLIGATION OR LIABILITY WHATSOEVER TO ANY PATIENT OF CLIENT OR OTHER THIRD PARTY.

THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK BETWEEN THE PARTIES AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

CONDITIONS FOR BREACH: WE WILL NOT BE DEEMED TO BE IN VIOLATION OF THIS AGREEMENT UNLESS YOU HAVE FIRST HAVE GIVEN US WRITTEN NOTICE SPECIFYING THE NATURE OF THE DEFAULT, AND WE HAVE FAILED WITHIN THIRTY (30) DAYS OF RECEIPT OF THE NOTICE EITHER TO CURE THE DEFAULT OR, IF CURE WITHIN SUCH PERIOD IS NOT PRACTICABLE, TO BE DILIGENTLY PROCEEDING TO CURE THE DEFAULT.

**10. Indemnification:** Client agrees that in no event will CureBilling be responsible or liable for any direct, consequential, incidental, punitive, special, indirect, exemplary, or loss-of-profit damages. Client hereby agrees to indemnify, defend and hold CureBilling, its affiliates and its owners, directors, and employees harmless from and against any and all liability, claims, causes of action, damages, fines, assessments, penalties, costs (including reasonable attorney fees and court costs) and responsibility of any kind arising out of or associated with Client's professional conduct and/or practice, Client's improper use of any services provided hereunder or its failure to comply with controlling payer (commercial or governmental), professional or governmental rules, laws or requirements or Client's breach of the covenants contained in sections 2, 3 and 5.

**11. Access To Books And Records:** To the extent this Agreement is subject to Medicare Law regarding access to books and records, until the expiration of four (4) years after the furnishing of the services provided under this Agreement, CureBilling will make available to the Secretary of the U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. This clause shall apply solely to the extent that Section 1861 (V) (1) (1) of the Social Security Act applies to this Agreement.

**12. Confidentiality and HIPAA:** CureBilling as “business associate” of Client, and the Client as a “Covered Entity” of CureBilling will abide by the covenants and provisions of the Business Associates Agreement provisions found at [www.curemd.com/baa](http://www.curemd.com/baa) . All information and data provided by Client to CureBilling will be kept confidential and shall not be disclosed to any person or entity except in the performance of CureBilling’s duties as provided hereunder and in accordance with the requirement contained herein. In addition, Client agrees that it shall not divulge the contents, terms, conditions, or other provisions of this Agreement to any other person or entity without the express written consent of CureBilling.

**13. DISCLAIMER OF WARRANTIES:** CureBilling’s only representations and warranties are those set forth in Section 12 (Confidentiality and HIPAA) of this Agreement and, to the fullest extent permitted under controlling law, CureMD explicitly disclaims all other implied, express or statutory warranties, including warranties of merchantability, fitness for a particular use, timeliness or that any services will be uninterrupted. CureMD does not guarantee the payment, timing of payment or payment amount of any claim submitted by company and reimbursement or payment remains the responsibility of the appropriate payer of healthcare services, patient or third party.

**14. Set up, configuration & Go live:** CureBilling will require approximately 3-4 weeks’ time after the execution of the CureBilling proposal agreement sign up to start the set up process which includes credentialing & insurance verification, EDI enrolments, etc.. During this time, the customer will continue to use their exiting billing service and will switch to CureBilling after complete configuration process is completed and CureBilling is ready for live date.

**15. LIQUIDATED DAMAGE COSTS:** If Client terminates this Agreement prior to the end of the then-current term, CureBilling shall (in addition to any the early termination charges mentioned in Section 8 above and outstanding balance) be entitled to liquidated damages in an amount equal to seventy percent of the average monthly Fee earned by CureBilling during the three (3) full months immediately preceding Client’s termination of the Agreement, multiplied by the number of full and partial months remaining in the then-current term (together with the next renewal term, if the 90 day period for serving notice of non-renewal has passed).

Notwithstanding the foregoing, if the Effective Date was less than 120 days prior to the termination date, than the foregoing liquidated damages provision shall not apply, and CureBilling shall be entitled to all appropriate damages under contract, law or equity. In addition to the aforementioned liquidated or non-liquidated damages, Client shall reimburse CureBilling for all reasonable attorneys’ fees, litigation costs and/or collections costs incurred by CureBilling relative to litigation arising as a result of Client’s breach of this Agreement or CureBilling’s enforcement of any of its rights under this Agreement.

**16. STATUTE OF LIMITATIONS:** Both parties agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or in any manner related to this Agreement must be

filed within six (6) months after such claim or cause of action arose. If such a claim or cause of action is not filed within said six (6) month time period, the claim or cause of action shall be forever barred. Each claim shall be considered separately and the parties hereby waive any right to assert a continuing wrong or continuing breach theory in an effort to extend the limitations with regard to any particular claim as mentioned in this Section 16.

**17. MISCELLANEOUS PROVISIONS:**

- A. Client hereby authorizes CureBilling to contact (if and when appropriate in its discretion) insurance providers, patients, referring doctors, hospitals, nursing homes and any other necessary parties and to disclose or obtain information necessary to fulfill its obligations under this Agreement.
- B. Unless otherwise agreed to in writing, CureBilling is not obligated to perform any services with respect to patient encounters that occurred prior to the Effective Date.
- C. Upon the termination or expiration of this Agreement, Client will continue to provide CureBilling with copies of all EOBs, ERAs and other proofs of payment received by Client within seven (7) days following the date of termination or expiration of this agreement.
- D. CureBilling will bill patients for unpaid co-payments and self-payments in accordance with its standard policies and procedures.
- E. The collection ratio shall be based on the number of payments against the number of charges (less write-offs) per year.
- F. Client acknowledges that CureBilling is not a debt collector. Client further agrees and represents that it will not deem any balance to be in default until after CureBilling has completed all related patient billing activities.
- G. CureBilling may assign or transfer this Agreement or any of its rights or obligations hereunder, in connection with a reorganization, restructuring, merger, transfer of ownership or sale of all or any part of CureMD's assets.
- H. If any of the services or products provided by CureBilling to Client under this Agreement are subject to sales or use tax, Client shall be solely responsible for said tax, which shall be in addition to CureMD's Fees.
- I. CureBilling and Client acknowledge that they are duly authorized by appropriate corporate action to enter into this Agreement and that this Agreement is being entered into by duly authorized agents authorized to act on their respective behalf.
- J. Allocation of Risk: you agree that the disclaimer, limitations on liability, and indemnification provisions set forth in this agreement represent an agreed upon allocation of risk and form an essential part of the basis of the bargain between you and CureMD, without which CureMD would not enter into this agreement or provide the programs and or services
- K. Terms and Conditions mentioned herein apply in addition to the CureMD License and Services Agreement ("EULA") available at [www.curemd.com/eula](http://www.curemd.com/eula).