

Referral Partner Services Agreement

This REFERRAL PARTNER SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between you (“Referral Partner”) and Accident Records, LLC, a Florida Limited Liability Company (“AccidentRecords.US”).

Statement of Purpose

The purpose of this Agreement is to define the terms and conditions under which AccidentRecords.US will provide referral and marketing services to Referral Partner with respect to the AccidentRecords.US site and affiliated sites under the AccidentRecords.US trademark.

Referral Partner and AccidentRecords.US hereby agree as follows:

1. DEFINITIONS. As used in this Agreement:

1.1 “Confidential Information” means the information and materials of the parties that may be confidential or proprietary or may contain valuable trade secrets and similar business information, and are identified as such by the owner in a commercially reasonable manner.

1.2 “Services” means creative services and services related to the design, development and implementation of internet-based referral marketing, including SEO and SEM advertisement purchase and placement through Google Adwords, direct mail via internet, and related services.

2. SERVICES.

2.1 Referral Partner Obligations

2.1.1 Referral Partner shall provide AccidentRecords.US with all information required in each Statement of Work within the time frames set forth in the Statements.

2.1.2 In connection with the Services, Referral Partner hereby authorizes and grants AccidentRecords.US a limited license to use Referral Partner’s trade and service names and marks, and will cause Referral Partner’s principal, if any, to grant the same limited license to use Referral Partner’s principal’s trade and service.

2.2 Term The Services will be provided on a 24 hours a day, 7 days a week basis for a term of no less than one year. Should this Agreement terminate for any reason prior to the one-year anniversary of commencement of the Agreement, the parties agree that they may not enter into another contract for the Services with each other until the expiration of the one-year anniversary of the commencement of this Agreement.

3. PAYMENTS.

3.1 General. Referral Partner shall pay AccidentRecords.US in accordance with the terms of this Agreement and the pricing information provided through AccidentRecords.US.

3.2 Payment. Referral Partner authorizes AccidentRecords.US to charge Referral Partner’s Paypal Account on a recurring monthly basis for amounts due in connection with the Services as rendered. Additional costs including, but not limited to, the following

extra charges: AdWords will be charged as AccidentRecords.US. sees fit; additional monthly costs for subscription fees; and/or other additional fees.

AccidentRecords.US reserves the right to suspend all services and terminate this Agreement in the event of non-payment of any amounts set forth above or, at its election, advance the cost of the AdWords budget on behalf of Referral Partner, who shall repay such advancement. All overdue amounts under this Agreement shall bear interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is less.

3.3 Statement Regarding Prices; No Promise of Referrals. Subscription fees for the Services is based on a flat fair market value associated with geographical locations and population and is not based on a volume of referrals or otherwise representative of any measure of the quantity or quality of patient referrals from the Services.

4. REPRESENTATIONS AND WARRANTIES.

4.1 Power and Authority; Due Organization. Each party represents and warrants that it is duly organized, validly existing and in good standing in its state of incorporation, and has full power and authority to enter into this Agreement and to contract for the Services in accordance with the terms of this Agreement.

4.2 On-line Conduct Policy. Referral Partner acknowledges that it is AccidentRecords.US's business policy to conduct e-mail and on-line campaigns in a manner so as not to: send unsolicited email to Recipients (unless authorized by federal law) (spam), misuse or misappropriate other party's trademarks, send obscene messages to Recipients or use email to conduct illegal activities as per current law. Referral Partner agrees that it will take no actions inconsistent with this policy and that it will make its principal(s) aware of such policy. Referral Partner further agrees that it will cooperate with AccidentRecords.US in its efforts to respect Recipient's privacy wishes and requests to be unsubscribed from receiving email.

4.3 Limitations. Referral Partner acknowledges that AccidentRecords.US may retain third-party service providers or subcontractors to perform portions of the Services. AccidentRecords.US shall execute, and shall require its service providers to execute, appropriate non-disclosure agreements and to use their commercially reasonable efforts to ensure that the Services are provided in a timely manner. AccidentRecords.US agrees that Referral Partner shall not be responsible for the nonperformance by any of AccidentRecords.US's third-party service providers or subcontractors. In the event of termination or suspension of an AdWords account for any reason other than gross negligence or willful misconduct by AccidentRecords.US, Referral Partner agrees to release AccidentRecords.US from further performance under this Agreement without penalty upon notice of the AdWords account termination/suspension and AccidentRecords.US's inability to perform the Services in this Agreement.

4.4 Professional Representations. Referral Partner hereby maintains the following representations and warranties regarding professional status, conduct, and submissions for payment:

4.4.1. All applicable professional licenses of Referral Partner remain in good standing;

4.4.2. Referral Partner doctors engage in the practice of medicine in accordance with the generally accepted standard of medical practice and care;

- 4.4.3. Referral Partner maintains a plan for compliance with applicable fraud and abuse laws and that the applicable practices associated with this plan are in place and being followed;
- 4.4.4. Referral Partner doctors maintain an active malpractice insurance policy with adequate limits;
- 4.4.5. Referral Partner's doctors provide AccidentRecords.US with immediate notice of malpractice and disciplinary actions against the Referral Partner doctor and/or his or her practice;
- 4.4.6. Referral Partner is not utilizing the Services to counsel or promote any business arrangement or other activity that violates any State or Federal Law;
- 4.4.7. Referral Partner does not bill to any federal government payor and will not submit any claim for payment for services rendered to a patient referred as a result of the Services to any federal government payor.

5. INDEMNITY.

5.1 AccidentRecords.US Limited Warranty.

5.1.1 AccidentRecords.US Limited Warranty. AccidentRecords.US warrants that it shall use commercially reasonable efforts to facilitate the Services being performed for Referral Partner by third-party service providers or subcontractors.

ACCIDENTRECORDS.US DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ACCIDENTRECORDS.US, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ACCIDENTRECORDS.US'S LIMITED WARRANTY.

5.1.2 Limited Damages. NOTWITHSTANDING ANYTHING CONTAINED ELSEWHERE WITHIN OR WITHOUT THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL ACCIDENTRECORDS.US BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE OR TYPE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR LOST PROFITS, REVENUES OR INFORMATION), AND ACCIDENTRECORDS.US'S LIABILITY HEREUNDER (AS WELL AS THE LIABILITY OF ANY OFFICER, DIRECTOR, PARTNER, EMPLOYEE OR ANY OF ACCIDENTRECORDS.US'S SERVICE ACCIDENTRECORDS.USS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS AND EMPLOYEE'S, AS THE CASE MAY BE) SHALL BE LIMITED IN ALL EVENTS TO AMOUNTS PAID TO ACCIDENTRECORDS.US BY REFERRAL PARTNER UNDER THIS AGREEMENT.

5.2 Referral Partner Indemnification.

5.2.1 Referral Partner Indemnification of AccidentRecords.US. Referral Partner shall indemnify AccidentRecords.US and its service providers and hold AccidentRecords.US and its service providers harmless from and against any and all liabilities, lawsuits, damages, claims, payments, judgements, costs and expenses (including attorney's fees) suffered by or incurred by AccidentRecords.US as a result of any claim or cause of action arising out of or relating to: (a) Referral Partner's performance of or failure to

perform its obligations under this Agreement; (b) any breach of the covenants, representations and warranties given to AccidentRecords.US by Referral Partner under this Agreement; or (c) any claim or cause of action against AccidentRecords.US alleging that the content of any e-mail, on-line transmission or other distribution of any materials provided by Referral Partner sent pursuant to the terms of this Agreement infringes or violates the rights of any third party.

6. CONFIDENTIALITY.

6.1 Non-Disclosure. The parties agree and shall cause their respective service AccidentRecords.USs and subcontractors to agree that they will not make use of, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except as authorized by this Agreement and to the extent necessary for performance of this Agreement. The parties represent that they will exercise reasonable care to protect their own Confidential Information.

7. TERM AND TERMINATION.

7.1 Term; Automatic Renewal The term of this Agreement will commence on the Effective Date and will continue for a period of one year, unless terminated in accordance with the provisions hereof. Unless notice of non-renewal is given thirty (30) days in advance of the first anniversary of the Effective Date, the Agreement will automatically renew for an additional term of one year after the first anniversary of the Effective Date.

7.2 Termination for Cause with Notice. Any party may terminate this Agreement with fourteen (14) days' written notice for material breach of the Agreement by the other party; or:

7.2.1 If any party ceases to do business, or otherwise terminates its business operations; or

7.2.2 Effective immediately and without notice if any party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against any other party (and not dismissed within fourteen (14) days); or

7.2.3 Effectively immediately upon notice to Referral Partner in the event of termination or suspension of an AdWords account for any reason other than gross negligence or willful misconduct by AccidentRecords.US.

7.3 AccidentRecords.US Termination for Cause without Notice. AccidentRecords.US may terminate this Agreement at any time with no advance notice should it have reasonable cause to believe that Referral Partner has failed to satisfy any of the representations and warranties set forth in Section 4.4 of this Agreement.

7.4 Termination without Cause with Notice. After the initial ninety (90) days following commencement of this Agreement, either party may terminate this Agreement for any reason by giving thirty (30) days' advance notice to the other party.

7.5 Rights upon Expiration or Termination. Upon termination of this Agreement, each party will deliver to all other parties Confidential Information of the other parties, and an authorized officer of each party will certify in writing that it has done so. In addition, AccidentRecords.US will deliver to Referral Partner any remaining Work Product not as

yet delivered, and Referral Partner shall pay, in accordance with the terms hereof, any outstanding fees and costs submitted by AccidentRecords.US.

7.6 Survival. In the event of the termination or expiration of this Agreement, (a) any accrued payment obligations, (b) any right of action for breach of this Agreement prior to termination and (c) all the rights and obligations pursuant to Section 1 (Definitions), 3 (Payment), 4 (Representations and Warranties), 5 (Indemnification), 6 (Confidentiality), 7 (Term and Termination) and 8 (General) will remain in effect.

8. GENERAL.

8.1 No Employment, Partner, or Joint Venture Agency Relationship. Each party will in all matters relating to this Agreement act as an independent contractor. No party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of any other, or to represent any other party as an employee or in any other capacity except an agent for the purpose of providing the Services. Neither execution nor performance of this Agreement will be construed to have established any joint venture or partnership.

8.2 Force Majeure. Any delay in or failure by Referral Partner or AccidentRecords.US in performance of this Agreement shall be excused if and to the extent that such delay or failure is caused by occurrences beyond the reasonable control of the affected party, including, but not limited to, decrees or restraints of governments, acts of God, strikes or other labor disturbances, war or sabotage, provided that, if a Force Majeure Event occurs for more than twenty-four (24) hours, the affected party shall promptly provide written or faxed notice thereof to the other parties, which notice shall include a description of the Force Majeure Event and the affected party's best estimate of the length of time such Force Majeure Event will delay or prevent performance of the Agreement.

8.3 Notices. All notices, demands, consents, approvals or other communications permitted or required hereunder shall not be effective unless the same shall be in writing and delivered, or sent postage prepaid, by first class mail, with or without return receipt requested, or sent by an local or overnight courier service with tracking capabilities or faxed to the parties at their using the contact information submitted through the site by Referral Partner, or by electronic mail to AccidentRecords.US via info@accidentrecords.us, and shall be deemed served when so delivered or deposited in the United States Postal Service, courier service and/or upon receipt of the fax or electronic mail. Any party may designate by notice a new or different address, from time to time in accordance herewith.

8.4 Governing Law and Jurisdiction. This Agreement will be governed in all respects by the laws of the State of Florida excluding the application of its conflict with current laws. The parties agree that any disputes or claims which may arise under or as a result of this Agreement shall be brought in the Circuit Court of Sixth Judicial Circuit in and for Pasco County, Florida, and in the Federal District Court for the Middle District of Florida, Tampa Division. Both parties hereby irrevocably submit themselves to the jurisdiction of such Courts in connection with any such dispute or claim.

8.5 Waiver. The failure of any party to require performance by any other party of any provision hereof will not affect the full right to require such performance at any time

thereafter; nor will the waiver by any party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

8.6 Severability. In the event that any provision of this Agreement is found by a court or other body of competent jurisdiction to be unenforceable or invalid under any applicable law such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

8.7 Entire Agreement. This Agreement constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior or collateral agreements with respect to the subject matter hereof with the exception of any prior confidentiality agreements between the parties and privacy policies/terms of use controlling use AccidentRecords.US's web site not covered by this Agreement, including the terms and conditions listed on the following pages of AccidentRecords.US' Website: 1. Terms of Service

– <https://accidentrecords.us/terms-conditions/> 2. Acceptable Use Policy
– <https://accidentrecords.us/privacy-policy/> This Agreement may only be changed by mutual, written agreement of authorized representatives of the parties.

8.8 Electronic Signatures. The execution of this Agreement by electronic mail or by any other electronic means shall be deemed to constitute effective execution of this Agreement as to the parties hereto. Such electronic signatures may be used by the parties in lieu of the original signature page(s) of this Agreement for any and all purposes. Additionally, any signatures of the parties to this Agreement that are transmitted to the other party by facsimile shall be deemed original signatures for all purposes.