

CareEFT ACH Agreement

THIS SERVICE AGREEMENT (this "Agreement") is entered into, by and between the undersigned, Hospital ("*Hospital*") and Macro Doctor, LLC, ("*Company*," a Virginia Limited Liability Corporation located in Richmond, Virginia. This AGREEMENT is entered into and accepted by Hospital as of (October 24, 2005).

WHERE AS, *Company* is willing to provide certain services to Hospital, as set forth herein, to enable Hospital to accept Electronic Checks as payment for goods and services sold by Hospital, all in accordance with the terms and conditions set forth in this Agreement.

1. *Company* will provide customer with a web-based interface, customer interaction scripts and supporting legal forms required for Hospital to establish and maintain check-by-phone and scheduled direct withdrawal payments from customer accounts. *Company's* system will provide individual customer and overview transaction reporting in both online and Microsoft Excel formats.

2. *Company* agrees to process and submit transactions (electronic checks) tendered to Hospital from its customer's accounts, as authorized by the customers and directed by the Hospital, through the Automated Clearing House ("ACH"). *Company* may initiate credit and/or debit entries to Hospital accounts, and also, if necessary, reversing entries and adjustments for any credits or debits made in error to the Hospital's or the Hospital's customers' accounts

3. All funds transferred will be passed through a custodial account at Federal Reserve System-connected bank. Barring unforeseen circumstances, all funds will be cleared (debited from customer accounts and deposited in Hospital accounts) within a maximum of 5 business days

4. Laws, Rules, and Regulations. Hospital agrees to comply with all applicable state or federal laws, rules and regulations affecting the use of checks, drafts and ACH transactions, including but not limited to rules and procedural guidelines established by the Federal Trade Commission (FTC) and the National Automated Clearing House Association (NACHA).

5. Fees. Hospital agrees to pay \$1.50 per completed transaction. *Company* will deduct all fees from the amounts collected from each transaction on the date of receipt by *Company*. Hospital authorizes *Company* to offset fees and amounts due *Company* from funds sent by *Company* to Hospital. Hospital authorizes *Company* to electronically debit Hospital's Account through the ACH for transactions that are returned or incorrectly credited.

6. Payment of Collected Funds. Hospital shall receive collected funds via ACH to the Hospital Account.

7. Price Changes. *Company* may change any price by giving 30 days prior written notice to Hospital.

8. Term of Contract: The term of this Agreement will be six (6) months beginning on the date *Company* accepts this Agreement. The term will automatically extend for additional six (6) month periods unless canceled by either party, within 30 days of the expiration of this contract.

9. Cancellation. This Agreement may be canceled with or without cause by one party giving the other party 30 days notice in writing. Hospital is responsible for the fees for all drafts requested prior to said notice, if such drafts are processed by *Company*. In the event that either party materially breaches any provision of this Agreement, the non-breaching party may terminate this Agreement in writing.

10. Authority. Each party of the Agreement hereby represents and warrants to the other that it has the full right, power, and authority to enter into and to perform this Agreement in accordance with all of the terms, provisions, covenants and conditions hereof, and that the execution and delivery of this Agreement has been duly authorized by requisite corporate action.

11. Special Events. In the event a party to this Agreement shall cease to conduct business, becomes insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets; or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Laws of any statute of any state relating to insolvency or the protection of the rights of creditors, then (at the option of the other party hereto), this Agreement shall terminate and be of no further force and effect, and any property or rights of such other parties, tangible or intangible, shall forthwith be returned to them.

12. Debit/Credit Authorization and Payment Agreement: Hospital hereby authorizes *Company*, in accordance with this ACH Agreement, to initiate debit/credit entries to Hospital's business account as indicated herein. Debits will be made only in the event that funds transferred to Hospital account were subsequently contested or otherwise uncollected by *Company*. The amount debited for any transaction will not exceed the amount previously credited. Hospital will be notified in writing prior to any debit

transactions. The authority is to remain in full force and effect until (i) *Company* has received written notification from Hospital of its termination in such manner as to afford *Company* reasonable opportunity to act on it; and (ii) all obligations of Hospital to *Company* that have arisen under this Agreement have been paid in full.

13. HIPAA Commitment. Unless otherwise defined herein, all terms used in this Section shall have the meanings ascribed to them in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E ("Privacy Rule"). Both parties recognize the importance of the Privacy Rule regulations in maintaining security, privacy, and confidentiality of patient information. Therefore to the extent each party's business functions are governed by the Privacy Rule or other HIPAA regulations, each party shall have appropriate organizational and technical policies, procedures and safeguards in place to comply with the applicable provisions of the HIPAA regulations as they are enacted. Both parties agree to enter into a Business Associate agreement .

14. Audit. Both Parties shall have the right to audit the other party's records regarding all ACH transactions handled pursuant to this Agreement. If either party discovers that the other is not complying with the rules and procedures agreed herein, or with established rules, procedures of relevant state, federal or other legal or regulatory entities, then either party may terminate this Agreement immediately.

15. Force Majeure. Each party hereto will be excused from performance hereunder when and to the extent that it is prevented from performance by, but not limited to, the following: computer failure, utility or communications breakdown; inability to operate or obtain service for its equipment; fire; and act of God; or any act of a third party beyond its control provided that it takes all steps reasonably practical and necessary to effect prompt resumption of its respective responsibilities set forth hereunder in full or in part.

16. Benefit. This Agreement shall be binding upon and shall inure to the benefit of the parties hereunder and their representatives, successors and assigns.

17. Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia.

18. Severability. Should any of the provisions of the Agreement be invalid, such invalidity shall not affect the validity of the remaining provisions.

19. Representations and Warranties. Hospital represents and warrants to *Company* that all information and statements contained in this Agreement are true, correct and complete. Hospital further agrees to notify *Company* promptly of any and all changes which may occur from time to time regarding any information contained in this Agreement, including but not limited to the identity of principal owners, and changes in the bank for Hospital's commercial checking account. Hospital shall be and remain fully liable to *Company* for any and all losses, costs and expenses suffered or incurred by *Company* arising out of or resulting from Hospital's failure to report all such changes to *Company* in accordance herewith

20. Assignability. This Agreement may not be assigned, directly or by operation of law, without the prior written consent of *Company*.

21. Attorney's Fees and Costs. Both parties shall be liable for and shall indemnify and reimburse *the other party* for any and all attorney's fees and other costs and expenses paid or incurred by *either party* in the enforcement hereof, or in collecting any amounts due to *Company* or Hospital or resulting from any breach by either party of any of the terms or conditions contained in this Agreement.

22. Performance by *Company*. Hospital agrees that it will not have any claim against or right to receive payment from *Company* other than those amounts actually collected on behalf of the Hospital. Hospital further acknowledges that use of this service carries no guarantees, either implied or actual. *Company* agrees to use reasonable care in processing transactions under this Agreement.

23. Indemnification of *Company*. All disputes between Hospital and its customer's relating to any draft transaction shall be settled between Hospital and said customer. Both parties agree to indemnify and hold the other party harmless from any claim, liability, loss or expenditure relating to any such transaction.

24. Compliance with Rules; Non-Disclosure and Confidentiality. Hospital agrees both (i) to comply with and (ii) cooperate and assist *Company* in complying in a complete and timely manner with all applicable laws, rules, and regulations now or hereafter applicable to any draft/ACH transaction under this Agreement. Hospital agrees to execute and deliver to *Company* all such instruments, as *Company* may from time to time reasonably deem necessary. Hospital shall not disclose confidential information to any third party. Hospital, in an area limited to selected personnel, and prior to discarding, shall destroy in a manner rendering data unreadable all material containing account information after it has been retained for a period specified by all applicable rules and regulations specified in this Agreement.

25. Corporate Authority. The Officers identified have the authority to execute this Agreement on behalf of the corporation named above.

26. Warranty: Each of the owners/officers herein listed have reviewed this application and warrants that all information is true and correct. Each undersigned owner/officer of Hospital represent and warrant that he/she has read and understands this ACH Agreement, accepts and agrees to abide by all of the terms of such ACH Agreement including and without limitation, the provision of Section 24, incorporated herein by reference.

27. This Agreement constitutes the only agreement between the parties and all prior negotiations, agreements, and understands whether oral or written are therefore superseded. Any other processing agreement between *Company* and Hospital shall not affect the terms of this Agreement. No modification or amendment of this Agreement shall be effective unless in writing and signed by all parties.

Agreed to and Accepted by:

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Hospital

Macro Doctor, LLC, Richmond, VA

By _____

By: _____

Print Name _____

Peter McElhinney

Title: _____

President

Date: _____

Date: _____