

MANAGED VIRTUAL ASSISTANT SERVICES AGREEMENT

This Client Services Agreement (this “**Agreement**”) is made effective as of [MEDVA_EFFECTIVE_DATE] (“**Effective Date**”), and is entered into by and between MEDVA, LLC, a Nevada limited liability company (the “**Company**”), and [MEDVA_CLIENT_NAME] (the “**Client**”). For purposes of this Agreement, the Company and the Client may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. The Company provides with managed Virtual Assistant Services (as defined below) to healthcare professionals by using overseas personnel (each, a “**Virtual Assistant**,” and collectively, the “**Virtual Assistants**”). As used herein, “**Virtual Assistant Services**” means and includes transcription services, in-room live meetings and patient chartings, office and administrative services.

B. The Client is a healthcare professional or organization. The selection of the individual Virtual Assistant Services is at Client’s discretion and in concert with Company’s direction, control and judgment in this regard. Both parties will cooperate with the other to provide Client with an acceptable level of service.

C. The Parties desire to enter into this Agreement pursuant to which the Company will provide Virtual Assistant Services for the Client through the Virtual Assistants on the terms and conditions set forth herein.

Accordingly, the Parties hereto agree as follows:

1. APPOINTMENT; SERVICES. The Client hereby engages the Company during the Term (as defined below) to provide managed Virtual Assistant Services to be rendered on behalf of the Client, and the Company accepts such engagement, on the terms and subject to the conditions set forth in this Agreement

1.1. Company shall contract with or employ all Virtual Assistants under this Agreement, shall provide all required training, and will verify each Virtual Assistant’s qualifications and background check.

1.2. Company shall provide operational, quality control, and technical support staffing who will be available to respond from 8:00 a.m. ET to 6:00 p.m. PT.

2. TERM. The initial term of this Agreement will commence on the effective date of this Agreement and will continue in effect for a period of one year. At the end of the first year this Agreement will continue on a month-to-month basis unless replaced with a new Agreement or terminated by one or both parties.

3. TERMINATION. Following the initial term set forth in section 2, either Party can terminate this Agreement and the engagement created hereby at any time, with or without cause, by providing the other Party with written notice of termination. Immediately upon any termination of this Agreement, the Client shall pay to the Company, in full and in immediately available funds, all Fees (as defined in Section 4) that have accrued and are

owing but that remain unpaid as of the effective date of such termination in connection with all Virtual Assistant Services rendered hereunder. The period commencing on the effective date of this Agreement and ending on the date when this Agreement actually terminates is referred to herein as the “Term.”

4. **FEES.** As consideration for the Company causing the Virtual Assistant Services to be rendered, the Client shall pay the Company fees calculated at a rate of <insert hourly rate (\$XX)> per hour (“Fees”). Any partial hours worked shall be rounded up to the nearest half hour for purposes of calculating the Fees. While the Company is committed to providing its managed Virtual Assistants services at an affordable price compared to the cost of hiring in-house employees, the Company reserves the right to increase the hourly rate of the Fees from time to time during the Term based on, among other factors, increases in inflation, increases in cost of labor and the Company’s general business needs, provided that any such increase shall be limited only to that amount reasonably necessary to manage such factors. The Company will notify the Client in writing (by sending an email to the same email address to which this Client Services Agreement was sent) of any changes to its Fees at least four months in advance of such change. The Client shall be required to maintain an active and valid credit card on file with the Company for purposes of payment of all Fees owed to the Company hereunder. The Client hereby authorizes the Company to charge the Client’s credit card upon completion of each two-week period during the Term for all Fees incurred and owing for the immediately preceding two-week period.

5. **MANAGED VIRTUAL ASSISTANT SERVICES.** During the Term, the Company shall cause those Virtual Assistants Services selected and requested by the Client to be rendered from time to time during the Term, as and when requested by the Client, subject to the availability of the Virtual Assistants and subject to the Company’s agreement to render the same. The Client shall provide the Company with information and assistance from time to time as is necessary or desirable to assist the Company in supporting the Virtual Assistants so that they might efficiently provide the Virtual Assistant Services under this Agreement. While, as of the effective date of this agreement, the majority of the Virtual Assistants are physically located in the Republic of the Philippines, the Company has the ability to source Virtual Assistants from other locations in order to meet the specific needs of the Client. For example, if the Client desires to have the Virtual Assistant Services rendered by a Spanish-speaking Virtual Assistant, then the Company may source the Virtual Assistant from South America. The system and procedures for providing the Virtual Assistant Services are further set forth on the Company’s website, and the Client agrees to review and comply with such systems, procedures, and protocols and the terms thereof.

6. **COMPLIANCE; ACCURACY.** The Parties acknowledge and agree that Virtual Assistants are independent contractors, and as such, are not employees or agents of the Company. Nothing contained herein shall be deemed to prohibit the Company from causing the Virtual Assistant Services to be provided to other individuals or entities. The Company may be provided access by the Client to Protected Health Information. If the Company is provided access to protected health information the Company agrees to: (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law; (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement; (c)

Report to the Client any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, within 48 hours, except for any specified breaches putting patients at immediate risk of harm, which are to be reported as soon as possible, and any security incident of which the Company becomes aware; (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Company agree to the same restrictions, conditions, and requirements that apply to the Company with respect to such information; (e) Make available protected health information in a designated record set to the Client as necessary to satisfy the Client's obligations under 45 CFR 164.524; (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Client pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the Client's obligations under 45 CFR 164.526; (g) Maintain and make available the information required to provide an accounting of disclosures to the Client as necessary to satisfy the Client's obligations under 45 CFR 164.528; (h) To the extent the Business Associate is to carry out one or more of Client's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Client in the performance of such obligation(s); and (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules. The Company may only or disclose protected health information as necessary to perform the services set forth in this Agreement, as required by law, or as is consistent with the Client's minimum necessary policies and procedures. The Client shall notify the Company of any limitation(s) in the notice of privacy practices of the Client under 45 CFR 164.520, to the extent that such limitation may affect the Company's use or disclosure of protected health information. The Client shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information. The Client shall notify Business Associate of any restriction on the use or disclosure of protected health information that the Client has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Company's use or disclosure of protected health information. The Client shall not request the Company to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by the Company.

7. INDEMNIFICATION; LIMITATION OF LIABILITY. As part of the consideration for facilitating the Virtual Assistants to perform the Virtual Assistant Services, the Client and the Company have agreed to the following:

7.1. The Client hereby covenants and agrees to indemnify, defend, protect and hold harmless the Company from and against any liability, loss, injury, obligation, damage, any claim whatsoever, cause of action, or expense (including cost of defense) imposed upon, incurred, or suffered by the Company by reason of any act or omission by the Client or anyone else, including but not limited to, any actual or alleged failure to comply with Laws, any failure by the Client to ensure the Virtual Assistants have complied with Laws applicable to the Client, and/or any breach of this Agreement. Client acknowledges that the Company is acting solely as a "middle man" and is exercising no control or direction whatsoever over any actions done by the Virtual Assistants

7.2. In the event the Company breaches this Agreement or the Company is otherwise liable to the Client for any reason, whether arising under contract, warranty, tort, negligence, strict liability, or any other theory of liability, the Parties hereby stipulate and agree that THE MAXIMUM AMOUNT THE COMPANY SHALL BE LIABLE OR RESPONSIBLE FOR, AND THE MAXIMUM AMOUNT THE CLIENT IS ENTITLED TO RECEIVE FROM THE COMPANY (INCLUSIVE OF COSTS OF SUIT, OUT OF POCKET EXPENSES, AND OTHER DAMAGES), INCLUDING WITH RESPECT TO ANY ACT OR OMISSION OF THE COMPANY OR THE VIRTUAL ASSISTANTS, AND ANY COSTS, EXPENSES, FEES AND DAMAGES THE CLIENT INCURS AS A RESULT THEREOF, SHALL BE LIMITED TO THREE (3) TIMES THE AMOUNT OF THE FEES ACTUALLY RECEIVED BY THE COMPANY FOR ALL VIRTUAL ASSISTANT SERVICES RENDERED ON BEHALF OF SUCH CLIENT DURING THE THIRTY (30) DAYS IMMEDIATELY PRIOR TO THE OCCURRENCE GIVING RISE TO THE LIABILITY.

7.3. Under no circumstances shall the Company be liable or responsible for the Client's costs or expenses relating to failure to comply with any Laws, or for the Virtual Assistants' failure to comply with any Laws or with the Virtual Assistants' acts, errors and omissions, including the failure to provide accurate reports. Neither Party shall be liable for special, indirect, incidental, consequential, exemplary, lost profits, or punitive damages whether arising under contract, warranty, tort, negligence, strict liability, or any other theory of liability.

7.4. The Parties acknowledge that the foregoing limitation of liability and the disclaimers of warranties and damages set forth herein are intended (i) allocate risk among the Company and the Client, and (ii) enable the Company to cause the Virtual Assistants to provide the Virtual Assistant Services at the stated Fees. The Parties further acknowledge that the Company has set its prices and entered into this Agreement in reliance on the limitation of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the Parties.

8. DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES. Notwithstanding anything else to the contrary in this Agreement, under applicable law or otherwise, the Company does not make any representations, warranties, assurances or guaranties of any kind whatsoever, whether oral or written, direct or indirect, express or implied, regarding the Virtual Assistants or the Virtual Assistant Services, including any warranty of or as to merchantability, functionality, performance or fitness for a particular purpose and any warranty arising from course of dealing, course of performance, usage or trade practice. Nothing in this Agreement or in the Transcription Reports shall be deemed to constitute any such representation, warranty, assurance or guaranty. To the maximum extent permitted under applicable law, the Company hereby expressly disclaims all such representations, warranties, assurances and guarantees.

9. INDEPENDENT CONTRACTOR. The relationship between the Parties and the relationship between the Company or the Client, on the one hand, and the Virtual Assistants, on the other hand, are that of independent contractors. Nothing in this Agreement or otherwise shall be construed as creating an employment, agency, partnership or joint venture relationship between or among the Parties and/or the Virtual Assistants. The Virtual

Assistants shall at all times during the Term remain under the guidance, direction and instruction of the Client, and the Virtual Assistants alone shall control and direct the methods by which they render the Virtual Assistant Services hereunder. Neither Party is authorized to act on behalf of, or otherwise bind, the other Party in any matter whatsoever.

10. NON-SOLICITATION; NON-CIRCUMVENTION. During the Term and for a period of three (3) years thereafter, neither the Client nor any person or entity acting with, on behalf of, under the control of or otherwise in affiliation with the Client, shall, directly or indirectly, solicit any person or entity who or which was an employee, contractor, consultant, client or prospective client of the Company, for a competing business, or otherwise induce or attempt to induce any such person or entity to terminate his, her or its business relationship with the Company, or otherwise to disrupt or interfere, or attempt to disrupt or interfere, with the Company's business relationship with such person or entity. Without limiting the generality of the foregoing, during the Term and for a period of three (3) years thereafter, neither the Client nor any person or entity acting with, on behalf of, under the control of or otherwise in affiliation with the Client, shall, directly or indirectly, solicit for hire or knowingly allow any of the Client's employees, agents, officers, directors, members, managers, partners or representatives to solicit for hire, any Virtual Assistant who is associated with or involved in the performance of providing Virtual Assistant Services hereunder. The Client agrees that any such solicitation, inducement or interference would be wrongful and would constitute unfair competition, and will cause irreparable and incalculable harm to the Company. The Client agrees that the foregoing restrictions are fair and reasonable. The time period provided for in this Section 9 shall be extended for a period of time equal to any period of time in which the Client is in violation of the terms of this Section 9.

11. NON-COMPETITION. During the Term and for a period of one (1) year thereafter, neither the Client nor any person or entity acting with, on behalf of, under the control of or otherwise in affiliation with the Client, shall, directly or indirectly, engage in or attempt or threaten to engage in any business, activity or enterprise that may in any way compete, directly or indirectly, with the Company's business, whether for compensation or otherwise, in any capacity (whether individual or representative, including as an advisor, principal, executive, independent contractor, agent, partner, officer, director, stockholder, employer or employee). The Client agrees that any such competition would be wrongful and would cause irreparable and incalculable harm to the Company. The Client agrees that the foregoing restrictions are fair and reasonable. The time period provided for in this Section 10 shall be extended for a period of time equal to any period of time in which the Client is in violation of the terms of this Section 10.

12. LIQUIDATED DAMAGES. The Parties recognize and agree that the Company has invested considerable time, effort, and expense to recruit and train the Virtual Assistants that are subject of this Agreement. The Parties further recognize that in the event of a breach of Sections 9 or 10 of this Agreement by Client that the Company would experience material loss of said investment of time, effort, and expense, as well as anticipated profits under this Agreement. The Parties also acknowledge that it would be impractical to establish the amount of the actual damage. It is therefore agreed by the Parties that in the event of such breach by Client, the Company will be entitled to liquidated damages of **\$18,000 USD** for each Virtual Assistant, employee, contractor, consultant, client or prospective client of the

Company that Client induces to terminate his, her or its business relationship with the Company.

13. BINDING ARBITRATION; CONSENT TO JURISDICTION. Any claim, controversy or other dispute (hereinafter referred to as a “**Dispute**”) between or among the Parties, including any Dispute arising from or relating to this Agreement, shall be settled and resolved by binding arbitration in Las Vegas, Nevada. The arbitration shall be administered by JAMS and shall be conducted in accordance with JAMS’ Comprehensive Arbitration Rules and Procedures (the “**Rules**”), except as expressly modified by this paragraph. Regardless of the amount in controversy, the arbitration shall be decided by one (1) arbitrator, who shall be: (i) a lawyer who has been licensed to practice law in the State of Nevada for at least fifteen (15) years with no history of discipline; and (ii) a member of the State Bar of Nevada - Business Law Section, or its successor. The arbitrator shall decide all questions of arbitrability with primary reference to the Federal Arbitration Act. The arbitrator’s decision on the Dispute shall be a final and binding determination and shall be fully enforceable as an arbitration award in any court having jurisdiction and venue over the parties. Each Party submits to the exclusive jurisdiction of the courts located in Clark County, Nevada, for purposes of compelling arbitration or giving legal confirmation of any arbitration award. Notwithstanding anything to the contrary, if a Party desires to seek injunctive or other equitable relief that does not involve the payment of money, then those claims may be brought in a state or federal court having a situs within Clark County, Nevada, and the Parties hereby irrevocably and unconditionally consent to the personal jurisdiction of such courts and venue in Clark County, Nevada, in any such action for injunctive relief or equitable relief. Each Party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against such Party as contemplated by this paragraph in any manner provided for in Section 12.4 below, and at the address set forth therein. In order to commence an arbitration, however, the Party initiating arbitration must notify the other Party in writing including by providing the following information about the Dispute: date, location, detailed nature of the Dispute, specific facts upon which the claims are made, and the remedy sought. The Parties agree to pursue any and all Disputes individually and waive any rights they may have to pursue said claims as a part of any class or collective action. In that regard, the Parties agree that the arbitrator shall have no authority or jurisdiction to hear class or collective claims. To ensure timely resolution of Disputes, the Party initiating arbitration must do so within the statute of limitations (deadline for filing) provided by applicable law pertaining to the claim. The failure to initiate arbitration within this time limit will bar any such claim. Notwithstanding anything herein or in the Rules, upon notice of a Dispute, each Party shall deposit with the arbitrator an amount necessary to cover the total cost and expense of arbitration of the Dispute. Subject to Section 12.5 below, the Parties shall bear the cost and expense of arbitration equally, and shall bear their own respective attorneys’ fees. Subject to Section 12.5 below, the unexpended balance of the Parties’ respective deposits shall be refunded to the parties equally at the conclusion of the mediation.

14. MISCELLANEOUS.

14.1. **Entire Agreement.** This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof, and shall supersede all previous oral and written (and all contemporaneous oral) negotiations, commitments, agreements and understandings relating hereto to the transactions contemplated by this Agreement or the subject matter herein. The captions of the paragraphs hereof are for reference and convenience only and shall not be deemed to limit, construe or affect the meaning of such articles or paragraphs. This Agreement contains all of the agreements and understandings between the Parties with respect to the subject matter hereof, and no representations, covenants, agreements, or commitments have been made to, or relied upon by, either Party which are not specifically set forth herein.

14.2. **Agreement Entry Rights.** Each Party represents and warrants to the other Party that such Party has the right, power, authority and capacity to enter into this Agreement and to perform such Party's obligations hereunder.

14.3. **Governing Law.** Nevada law, without regard to conflict or choice of law principles, shall govern the construction and interpretation of this Agreement. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Nevada, both statutory and decisional, and venue for any action hereunder shall be Clark County, Nevada, and the Parties hereby submit to such jurisdiction. The Parties agree that all actions or proceedings arising directly or indirectly from this Agreement shall be arbitrated or litigated before arbitrators or in courts having a situs within Clark County, Nevada, and hereby consent to the jurisdiction of any local, state or federal court in which such an action is commenced that is located in Clark County, Nevada, and agree not to disturb such choice of forum.

14.4. **Notices.** All notices, statements and other documents that either Party is required or desires to give to the other Party hereunder shall be given in writing and shall be served in person, by express mail, by certified mail, by overnight delivery, or by electronic transmission at the respective addresses of the parties as set forth in the preamble hereto, or at such other addresses as may be designated in writing by a Party in accordance with the terms of this Section 12.4. A copy of any notice given to the Company hereunder shall be delivered to Wolf, Rifkin, Shapiro, Schulman and Rabkin, LLP, 11400 W. Olympic Boulevard, Ninth Floor, Los Angeles, California 90064, Attn.: Michael Wolf, Esq. (Email: mwolf@wrslawyers.com). Delivery shall be deemed conclusively made (i) at the time of service, if personally served, (ii) when deposited in the United States mail, properly addressed and postage prepaid, if delivered by express mail or certified mail, (iii) upon deposit with the private overnight deliverer, if served by overnight delivery, and (iv) at the time of electronic transmission (as confirmed in writing), provided a copy is mailed within twenty-four (24) hours after such transmission.

14.5. **Attorneys' Fees.** In the event that either Party brings any action (including arbitration set forth in Section 11) for any nature, whether in equity or at law, arising under or out of this Agreement or because of a Party's breach or default of any provision of this Agreement, the losing Party shall pay the prevailing Party's reasonable attorneys' fees, costs and expenses, court costs and other costs of action incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment. In addition to the foregoing award of attorneys' fees, the prevailing Party shall be

entitled to its reasonable attorneys' fees incurred in any post judgment proceeding to enforce any judgment in connection with this Agreement. This paragraph is separate and several and shall survive the merger of this paragraph into any judgment.

14.6. **Modification, Waiver or Termination**. This Agreement may not be amended, modified, supplemented, or altered except by an instrument in writing executed by the Parties. No failure to pursue or elect any remedy shall constitute a waiver of any default under or breach of any provision of this Agreement, nor shall any waiver of any such default or breach be deemed to be a waiver of any other subsequent default or breach.

14.7. **Severability**. If any term, provision or covenant in this Agreement is held to be invalid, void, illegal or otherwise unenforceable, (i) the remainder of the terms, provisions and covenants in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and (ii) to the fullest extent possible, the provisions of this Agreement (including all portions of any section of this Agreement containing any such provision held to be invalid, void or unenforceable that are not themselves invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void or unenforceable.

14.8. **Binding Effect; Third Party Beneficiaries**. This Agreement shall be binding upon and inure to the benefits of the parties and their respective legal representatives, successors and assigns. Notwithstanding the foregoing, neither Party may assign this Agreement or any of such Party's rights or obligations under this Agreement without the advance written consent of the other Party. Nothing in this Agreement shall be construed to create any rights in any Person as a third party beneficiary or otherwise.

14.9. **Interpretation**. No uncertainty or ambiguity herein shall be construed or resolved against either party, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by the parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties.

14.10. **Counterparts**. This Agreement may be executed in one or more counterparts, including PDF or other electronic counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be effective as delivery of a manually executed counterpart to this Agreement.

14.11. **Construction**. In all instances when appearing in this Agreement, the terms "including," "include" and "includes" shall be deemed to be followed by "without limitation."

15. **SCREENING AND SUPERVISION DISCLAIMER**. While the Company is in the business of recruiting and providing virtual assistants to its clients, the Company does not, and will not at any time, screen or supervise the virtual assistants or otherwise ensure that the virtual assistants provided, and/or the work they perform, are suitable for the tasks for which they are engaged by the Client or are in compliance with applicable rules, laws

and regulations. By the signature on behalf of the Client below, the Client acknowledges, confirms, understands and agrees that (i) the Company does not, and will not at any time, screen or supervise the virtual assistants or otherwise ensure that the virtual assistants provided, and/or the work they perform, are suitable for the tasks for which they are engaged by the Client or are in compliance with applicable rules, laws and regulations, (ii) all of the foregoing, including screening, supervision and oversight of the virtual assistants, are the sole responsibility of the Client, and not the Company, and the Client will bear the sole responsibility for all of the same.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

“Company”

MEDVA, LLC,
a Nevada limited liability company

Authorized Signatory:
The person signing this document that is authorized to sign on the Company’s behalf

Signature:
Print Name: Christopher D. McShanag
Title: President and Chief Operating Officer

Company Address: 1887 Whitney MesaDrive #5473, Henderson, Nevada 89014

“Client”

[MEDVA_CLIENT_NAME],
a [MEDVA_CLIENT_JURISDICTION] [MEDVA_CLIENT_ENTITY_TYPE].

Authorized Signatory:
The person signing this document that is authorized to sign on the Client’s behalf

Signature: _____
Print Name: [MEDVA_CLIENT_AGENT]
Title: [MEDVA_CLIENT_AGENT_TITLE]

Client Address: [MEDVA_CLIENT_ADDRESS]