



99 Main Street, #302-303 | Nyack | NY 10960
877-884-7770
www.theverdengroup.com

VERDEN CONSULTING POINTS USER AGREEMENT

THIS AGREEMENT is made and entered into between an **Eligible Docs 4 Patient Care Member Physician**, (hereinafter "**Eligible Member Physician**") and **The Verden Group, Inc.** (hereinafter "**Verden**").

- 1. Independent Contractor Services.** Eligible Member Physician hereby retains Verden and Verden hereby agrees to perform the services requested from the Verden Consulting Points Services Menu as part of the Verden Consulting Points Program through ASSOCIATION OF DOCTORS FOR PATIENT CARE, INC., a Delaware nonprofit corporation (hereinafter "D4PC"). Only Eligible Members, as determined by Verden and D4PC, will be eligible for participation in this program.
- 2. Redemption of Points and Fees for Services**
 - a. Eligible Member Physician wishes to redeem Verden Consulting Points earned through gold status membership with D4PC.
 - b. Should Eligible Member Physician have insufficient Verden Consulting Points for a particular Menu item, Eligible Member Physician agrees to pay a fee of two hundred and twenty-five (\$225.00) for each one hundred (100) Verden Consulting Points required for a particular menu item. Additional Verden Consulting Points must be purchased in advance of any requested work and only in one hundred (100) point increments. Additional Verden Consulting Points must be used within 12 months from the date of purchase.
 - c. Eligible Member Physicians may not combine or "bundle" their Consulting Points with other Eligible Member Physicians, even when such Eligible Member Physicians are constituents of the same medical facility or medical practice.
 - d. Eligible Member Physician shall be invoiced prior to services being performed, and agrees to pay Verden within 10 calendar days of receipt of Verden's invoice, subject to verification of the appropriate fees and expenses, unless alternative payment arrangements have been agreed beforehand.
 - e. Verden reserves the right to refuse any and all current or future work assignments with any physician, practice or organization that fails to cooperate fully with the terms and conditions of this Agreement, provide open communication and/or specific information necessary for the completion of Verden's services, or otherwise fails or has failed to operate in good faith with Verden.

- 3. Relationship Of Parties.** Eligible Member Physician and Verden agree that Verden is solely an independent contractor. Verden is not and will not represent that it is an agent(s) and/or employee(s) of Eligible Member Physician and shall have no power, express or implied, to bind Eligible Member Physician in any manner. This Agreement does not grant to Verden any rights to use any patents, trademarks, trade names or copyrights of Eligible Member Physician. Verden shall make no representations or warranty relating to Eligible Member Physician's products or services and shall incur no liability or expense on behalf of Eligible Member Physician. Likewise, Eligible Member Physician is not and will not represent that it is an agent(s) of Verden and shall have no power, express or implied, to bind Verden in any manner. This Agreement does not grant to Eligible Member Physician any rights to use any patents, trademarks, trade names or copyrights of Verden. Eligible Member Physician shall make no representations or warranty relating to Verden's products or services and shall incur no liability or expense on behalf of Verden.
- 4. Obligations of the Parties.** Verden will be responsible for completion of requested services within reasonable deadlines agreed to by both parties. Eligible Member Physician will be responsible for providing regular and consistent feedback to Verden, as needed. Eligible Member Physician and Verden will meet as requested (by teleconference) by either party to review progress, answer questions, and keep project goals and objectives on track within the specified timelines (most often done via email; if travel is requested, expenses will accrue to Eligible Member Physician). Eligible Member Physician will provide Verden with all necessary data and access to any materials and personnel needed to complete the work. These materials may consist of data files, contracts, secured sites, proprietary software systems, and all other forms of information related to the scope of the project.
- 5. Confidentiality and Proprietary Rights.**
- a. **Confidentiality.** Verden shall hold confidential all of Eligible Member Physician's Confidential Information (as defined herein) and shall not, during or after the term of this Agreement, use any of Eligible Member Physician's Confidential Information, or any part thereof, for any purpose other than those uses specifically permitted within the scope of completing any assigned projects or by receipt in writing by Eligible Member Physician. Verden shall not, during or after the term of this Agreement, disclose to individuals or entities any of Eligible Member Physician's Confidential Information for any reason or purpose whatsoever, except as may be specifically authorized in writing by Eligible Member Physician. As used herein, Confidential Information shall mean information not generally known in the trade or to external parties, including trade secrets, fee schedules, contract terms, business developments and strategies, specifications, Eligible Member Physician products, methods, supply sources, customer lists, costs, marketing plans, financial results, technical data, software, source code, methods and/or reports relating to the business of Physician. Verden agrees that it will not use for its own benefit or, directly or indirectly, disclose to or use for the benefit of any third party, except as permitted under a specific project assignment, any such Confidential Information without Eligible Member Physician's prior written consent. Verden shall disclose the Confidential Information only to

those individuals who have a need to know for the purposes of carrying out this Agreement.

- b. **Use of Verden Work.** Eligible Member Physician will use Verden's work product for its own use and to the sole benefit of its current medical practice only. Eligible Member Physician must keep Verden's work product confidential and may not disseminate it outside of members and personnel within its current medical practice. Eligible Member Physician shall not, during or after the term of this Agreement, disclose to other individuals or entities any of Verden's work, for any reason or purpose whatsoever, except as may be specifically authorized in writing by Verden.
 - c. **Upon termination** of this Agreement, Verden shall forthwith deliver to Eligible Member Physician any and all copies, in whole or in part, of the Confidential Information and all items which are otherwise the property of Eligible Member Physician, including any software, in Verden's possession, custody or control, if so requested by Eligible Member Physician.
 - d. **Proprietary Rights.** Unless otherwise stated in a specific written agreement, or unless using models, material, methods of analysis, or work previously created and developed by Verden for other purposes, all work performed by Verden hereunder, and all materials, products and deliverables developed or prepared for Eligible Member Physician by Verden hereunder are the exclusive property of Eligible Member Physician and all title and interest therein shall vest exclusively in Eligible Member Physician when created and delivered, and shall be deemed to be an original work made for hire and made in the course of the services rendered hereunder. Unless otherwise requested by Eligible Member Physician, upon the completion of the work project or assignments, or upon the earlier termination of this Agreement in accordance with the terms of Section 8 of this Agreement, Verden shall immediately turn over to Eligible Member Physician all materials and deliverables developed for the sole purposes of Eligible Member Physician pursuant to this Agreement, if requested.
6. **Verden's Warranties.** Verden warrants that all work, or any part thereof, delivered to Eligible Member Physician under this Agreement, does not, and will not, upon delivery to Eligible Member Physician, to the best of the Verden's knowledge, infringe any patent right, copyright, trade secret right or other intellectual property right of any third party. Verden hereby represents and warrants that it has not entered into agreement or commitments with any third party which may affect Eligible Member Physician's title to such work or right to market and distribute such work.
7. **Indemnification.** Verden hereby indemnifies and holds Eligible Member Physician harmless from and against any and all cost, expense, penalty, damage, liability and other form of financial detriment, including reasonable attorneys' fees, as a result of any claims resulting directly or indirectly from any breach of this Member User Agreement by Verden, or by reason of a determination at any time in the future by the Internal Revenue Service that Verden was or is an employee(s) and/or agent(s) of Eligible Member Physician, provided that (i) Eligible Member Physician promptly provides Verden with written notice of such claim and all necessary information and assistance in connection therewith and

(ii) Verden shall have sole authority to defend or settle the claim. Eligible Member Physician hereby indemnifies and holds Verden harmless from and against any and all cost, expense, penalty, damage, liability and other form of financial detriment, including reasonable attorneys' fees, as a result of any claims resulting directly or indirectly from any breach of this Member User Agreement by Eligible Member Physician.

8. **Term and Termination.**

- a. **Term.** This Agreement shall commence on the date of affirmation by Eligible Member Physician of this Member User Agreement and shall continue in full force and effect through completion of work unless otherwise terminated as provided herein; provided, however, that this Agreement shall continue to remain in effect with respect to any project(s) already in effect hereunder until such performance thereunder is completed.
- b. **Termination without Cause.** Both parties reserve the right to terminate consulting services covered by a specific assignment at any time, on twenty-one (21) days prior written notice without cause or liability, except for obligations or liabilities for service ordered by Eligible Member Physician and performed by Verden prior to the effective date of termination.
- c. **Termination for Cause.** In the event of any a breach of Section 5 above, in which case Eligible Member Physician may terminate this Agreement immediately, a party may, at its option, terminate the Agreement in the event that the other party materially breaches any provisions and such breach remains uncured after a period of fourteen (14) days from receipt of written notice of such breach.

9. **Assignment.** Neither party may assign this Agreement, nor any rights granted herein, without the prior written consent of the other party.

10. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or if sent by telecopy, emailed as attachment to an active specified email account provided that electronic confirmation is obtained, or mailed by certified or registered mail, postage prepaid, to the address provided by Eligible Member Physician or Verden's business offices at 99 Main St., Suite 303, Nyack, NY 10960.

11. **Binding Effect.** This Member User Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. There are no intended third-party beneficiaries to this Member User Agreement, including D4PC.

12. **Construction of Agreement.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. No waiver by any party or breach of any term hereunder shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

13. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all previous agreements of the parties, whether oral or written, with respect to the subject matter hereof. This Member User Agreement may not be modified, altered or amended except by a writing signed by each of the parties.

BY INITIALING THE CONFIRMATION SEGMENT OF THE REGISTRATION FORM, the Eligible Member Physician hereto has caused this Member User Agreement to be executed between itself and Verden.