

SERVICE AGREEMENT FOR MEDICAL TRANSCRIPTION SERVICES

This agreement dated _____ is entered into by _____ (Client) whose principal place of business is located at : _____, and Medi-Trans, Inc, with its principal place of business at 1515 Martin Boulevard, Suite 203, Baltimore, Maryland, 21220. The terms of the agreement are as follows:

1. **ENGAGEMENT AND DUTIES:** The client uses Medi-Trans, Inc for medical transcription. Client and Medi-Trans agree to perform such duties as stated in the terms of this agreement.
2. **TERMS OF AGREEMENT:** Subject to the provisions of termination contained in paragraph 3, client and Medi-Trans agree to the following, and this agreement is valid for a period of one year unless it is renewed.
 - a. Medi-Trans will create an administrator ID and grant access to its portal through user identification and password. Medi-Trans will also create individual Ids and passwords to designated doctors and administrators. Protecting the user ID and password is the responsibility of the individual users.
 - b. Client agrees to upload medical transcription voice files in a WAV format.
 - c. When requested by client, Medi-Trans will provide digital voice recorders and accessories to produce suitable voice files. Client will chose the model and send the payment for the required number of units.
 - d. Medi-Trans will ensure that the said portal is functioning at a desired level of efficiency, and client and its users can upload voice files, download text files and track the status of each file.
 - e. Medi-Trans will ensure complete confidentiality.
 - f. Client may optionally provide Medi-Trans with pre-defined formats. If no format is specified, Medi-Trans will deliver transcription in plain text format.
 - g. **Quality:** Medi-Trans shall redo any files that are rated unsatisfactory by client for having more than FIVE errors at no extra cost.
 - h. **Backup:** Both voice and text files will be available in the portal for 15 days. Thereafter, Medi-Trans shall keep the backup voice and text files for 45 days offline. It is the client's responsibility to download text files within the time frame and store it for future use.
 - i. **Rate:** Client agrees to pay the rate specified. A line is defined as 65 characters including spaces and hard returns.
 - j. **Invoice:** Medi-Trans shall submit an invoice to client every 15 days for the work performed.
 - k. **Payment:** Client shall ensure payment of all invoices within 30 days from the date of invoice. Payment for undisputed charges not received

within 30 days of the date of invoice shall bear interest at the lesser of: 18% per annum until the date such payment is received or the maximum rate allowed by law.

3. **TERMINATION:** If either party breaches or fails to comply with a material provision, condition, representation, warranty or covenant set forth herein, the other party shall have the right to terminate this agreement upon 30 days written notice specifying the nature of the breach or failure; provided, that this agreement shall not terminate if such breach or failure to comply is cured within such notice period; or if not curable within such time, if the breaching party has commenced action to cure the breach and is diligently pursuing the same. Such cure period shall not apply to the party's right to terminate this agreement. Each party may terminate this agreement by written notice to the other party upon filing by or against such other party of, or the entry of an order for relief against such other party of, or the entry of an order for relief against such party in, any voluntary or involuntary proceeding under any bankruptcy, insolvency, reorganization, or receivership law, including, but not limited to, the bankruptcy code or an admission seeking relief as therein allowed, which filing or order shall not have been vacated within 60 days from the entry thereof. In the event of any termination or cancellation of this agreement by client (other than the manner set forth in Section 2 hereof, or due to material breach by Medi-Trans as set forth above in Section 3 or as set forth in Section A), in addition to any other rights and remedies, Medi-Trans may have, client shall pay an amount equal to the 50% of the average monthly billing for each month for the remainder of the then current term. The exercise of any right of termination under this Section 3 shall be without prejudice to any other legal or equitable remedies to which the terminating party may be entitled by reason of such right.
4. **COVENANTS OF CONFIDENTIALITY AND NON-COMPETITION:**
Medi-Trans and client agree to the following:
 - a. While engaged by the client and at any particular time thereafter, regardless of the reason for termination, and until such time as such information shall be published or generally disclosed, Medi-Trans and its representatives shall not disclose to anyone any confidential information of the client, without the written consent of an executive officer of the client.
 - b. On termination of using Medi-Trans service by the client, regardless of the reason for termination, client/hospital shall promptly deliver the voice recorder(s) and its accessories, which belong to Medi-Trans, if the costs are not fully adjusted.
 - c. On termination, regardless of the reason for termination, Medi-Trans shall agree to keep the voice and text files as per the terms of the backup strategy and destroy all the files thereafter and Medi-Trans holds no responsibility for such files.

5. GOVERNING LAW AND FORUM DISPUTES: This agreement shall be governed by and construed in accordance with the laws of the State of Maryland.
6. ENTIRE AGREEMENT: No modification, amendment or waiver of any of the provisions of this agreement shall be effective unless it is in writing and signed by both parties.

Medi-Trans, Inc:

Client:

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date: