

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	Chapter 11
	§	
	§	Case No. 26-90115 (ARP)
	§	
WHITE ROCK MEDICAL CENTER, LLC,	§	(Jointly Administered)
<i>et. al.</i> ¹	§	
	§	
Debtors.	§	

**DECLARATION OF DISINTERESTEDNESS OF HEALTHCARE CONSULTING
EXPERTS DBA HCE GLOBAL
PURSUANT TO THE ORDER (I) AUTHORIZING THE RETENTION
AND COMPENSATION OF CERTAIN PROFESSIONALS UTILIZED IN
THE ORDINARY COURSE OF BUSINESS, AND (II) GRANTING RELATED RELIEF**

I, Kevin Bickers, make this declaration (this “**Declaration**”) under penalty of perjury:

1. I am the Chief Operating Officer of Healthcare Consulting Experts LLC dba HCE Global, located at 4747 Research Forest Dr., Suite 180-661, The Woodlands, TX 77381 (the “**Company**”).

2. White Rock Medical Center, LLC and certain of its affiliates (collectively, the “**Debtors**”), as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), have requested that the Company provide Compliance Consultation services to the Debtors, namely White Rock Medical Center, and the Company has consented to provide such services.

¹ The Debtors in the Chapter 11 Cases and the last four digits of each of their federal identification numbers are: White Rock Medical Center, LLC (6083); NCP Management, LLC (8327); North Houston Surgical Hospital, LLC (2161); National Payroll Services, LLC (3573); Heights Healthcare of Texas, LLC (0118); Heights Healthcare of Houston, LLC (3093); and Ashland Healthcare, LLC (0023). The location of the Debtors’ corporate headquarters and the Debtors’ service address in the Chapter 11 Cases is 1917 Ashland Street, Houston, Texas 77008.

3. The Company may have performed services in the past, may currently perform services, and may perform services in the future, in matters unrelated to the Chapter 11 Cases, for persons that are parties in interest in the Chapter 11 Cases. The Company does not perform services for any such person in connection with the Chapter 11 Cases, or have any relationship with any such person, their attorneys, or accountants that would be adverse to the Debtors or their estates with respect to the matter on which the Company is proposed to be employed.

4. As part of its customary practice, the Company is retained in cases, proceedings, and transactions involving many different parties, some of whom may represent or be employed by the Debtors, claimants, and parties in interest in the Chapter 11 Cases.

5. Neither I nor any principal, partner, director, officer of, or professional employed by, the Company has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the principal and regular employees of the Company.

6. Neither I nor any principal, partner, director, officer, of or professional employed by, the Company, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates with respect to the matter(s) upon which this Company is to be employed.

7. The Debtors owe the Company \$4,250.00 USD for prepetition services, the payment of which is subject to limitations contained in United States Bankruptcy Code, 11 U.S.C. §§ 101-1532.

8. I understand that the amount owed by any of the Debtors to the Company for prepetition services will be treated as a general unsecured claim, and as such, the Company may file a proof of claim.

9. I further understand that this Declaration will not suffice as the Company's proof of claim.

10. As of the dates on which the Debtors commenced the Chapter 11 Cases, the Company was party to an agreement for indemnification with certain of the Debtors. A copy of such agreement is attached as **Exhibit 1** to this Declaration.

11. Such agreement for indemnification (the "**OCP Agreement**") is subject to the following modifications, applicable during the pendency of the Chapter 11 Cases:

- (a) The Company shall not be entitled to indemnification, contribution, or reimbursement pursuant to the OCP Agreement for services other than the services provided under the OCP Agreement, unless such services and the indemnification, contribution, or reimbursement are approved by the United States Bankruptcy Court for the Southern District of Texas (the "**Court**").
- (b) Notwithstanding anything to the contrary in the OCP Agreement, the Debtors shall have no obligation to indemnify the Company, or provide contribution or reimbursement to the Company, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from the Company's gross negligence, willful misconduct, fraud, self-dealing (if found to be applicable), bad faith, or breach of fiduciary duty (if any); (ii) for a contractual dispute in which the Debtors allege the breach of the Company's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; (iii) of any type for which the Court determines that indemnification, contribution, or reimbursement would not be permissible; or (iv) settled prior to a judicial determination under (i) or (ii), but determined by the Court, after notice and a hearing, to be a claim or expense for which the Company should not receive indemnity, contribution, or reimbursement under the terms of the OCP Agreement as modified by the Court.
- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing the Chapter 11 Cases, the Company believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the OCP Agreement (as modified pursuant to this Declaration), including the advancement of defense costs, the Company must file an application therefor in the Court, and the Debtors may not pay any such amounts to the Company before the entry of an order by the Court approving the payment. All parties in interest shall retain the

right to object to any demand by the Company for indemnification, contribution, or reimbursement. In the event that the Company seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the OCP Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in the Company's own applications, both interim and final, but determined by the Court after notice and a hearing.

12. The Company is conducting further inquiries regarding its retention by any creditors of the Debtors, and upon conclusion of that inquiry, or at any time during the period of its employment by the Debtors, if the Company should discover any facts bearing on the matters described herein, the Company will supplement the information contained in this Declaration.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Date: 02 April, 2026

Kevin Bickers

Kevin Bickers, Chief Operating Officer

EXHIBIT 1

Consulting Services Agreement

This Consulting Services Agreement (hereafter “**Agreement**”) is entered into by and between **Healthcare Consulting Experts, LLC dba HCE Global**, a registered Texas corporation with its principal place of business at **4747 Research Forest Drive, Suite 180-661, The Woodlands, Texas 77381** (“**HCE**”) and **White Rock Medical Center** with its principal place of business at **9440 Poppy Dr, Dallas, TX 75218** (“**Client**”) on **9/1/2025** (“**Effective Date**”). HCE and Client are sometimes referred to herein individually as a “**Party**” and collectively as “**Parties.**”

RECITALS

WHEREAS, Client desires to engage HCE to render certain consulting services to Client regarding quality control, administrative, risk management, environment of care, and/or infection prevention strategies for Client. The consulting services are further described in EXHIBIT A to this Agreement.

WHEREAS, HCE desires to accept such an engagement upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and covenants, promises, and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and with the intention of being bound hereby, Client and HCE agree as follows:

1. DEFINITIONS

- 1.1. “**Affiliate**” means any entity Controlling, Controlled by, or under Common Control with the referenced entity, where “**Control**” means the possession, direct or indirect or otherwise, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
- 1.2. “**Company Materials**” means any policies, procedures, pamphlet, paperwork, data gathered and collected, reports, notes, equipment, supplies, photographs, videos, and any other materials reasonably requested by HCE that are supplied by Client to HCE under this Agreement for HCE’s use in the performances of the Services in sufficient quantities and timely manner necessary for HCE to perform the Services to Client.
- 1.3. “**Confidential Information**” means any and all technical and non-technical information, including without limitation, all formats and types of financial, business, scientific, technical, economic, engineering, or marketing information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, materials, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, no matter how stored, compiled, or memorialized, whether physically, electronically, digitally, graphically, photographically, or in writing, or any information which either Party, has taken reasonable measures to keep secret, including terms of this Agreement.
- 1.4. “**Deliverables**” means only those tangible documents, data, and reports produced by HCE for Client in the performance of Services and which are specifically identified as “**Deliverable**” in

EXHIBIT A. For clarity, Deliverable does not include any intangible rights regarding data, intellectual property, or other information included in the documents or reports.

- 1.5. **“Intellectual Property”** means any discovery, invention, formulation, know-how, method, technological development, enhancement, modification, improvement, work of authorship, or computer software (including but not limited to, source code and object or executable code); and documentation of any of the foregoing (including any reports, presentations, notes, records, raw data, concepts, information, designs, programs, formulae, or writings); and in each case whether patentable or not, or susceptible to copyright, trade secret, or any other form of legal protection under applicable law or agreed to in writing by Parties.
- 1.6. **“Laws”** means any applicable federal, state, county, local, or foreign statute, law, or regulation.
- 1.7. **“HCE Background Intellectual Property (PBIP)”** means any proprietary data, methods, materials, equipment, information, know-how, and Intellectual Property owned, licensed, utilized, or controlled by HCE or its Subsidiaries or Affiliates proper to the Effective Date or developed by HCE during the performance of Services.
- 1.8. **“HCE Intellectual Property (PIP)”** means Intellectual Property directed solely to enhancements of the HCE Technology generated in the performance of the Services by HCE but excluding Client confidential information generated in the performance of the Services.
- 1.9. **“HCE Technology”** means strategies, techniques, software, equipment, and instrumentation utilized by HCE to perform the Services. For the avoidance of doubt, HCE Technology does not include Company Material.
- 1.10. **“Owner”** means the person or entity, in whom or in which, rightful legal or equitable title to, or license in, Confidential Information is reposed.
- 1.11. **“Services”** means those services performed by HCE as identified in the “Statement of Work” (or “SOW”) set forth in EXHIBIT A, which is attached hereto and incorporated herein and may be amended from time to time during the Term upon mutual written agreement of the Parties.

2. TERM

- 2.1. This agreement shall commence on the Effective Date and continue upon completion of services included in EXHIBIT A, unless terminated earlier in accordance with Section 10 of this Agreement.

3. SERVICES

- 3.1. **Services.** In exchange for the compensation being paid to HCE under this Agreement, HCE shall provide to Client the Services set forth in EXHIBIT A. Any additional terms set forth in EXHIBIT A shall be incorporated and apply to this Agreement. In the event there are conflicts between the terms of this Agreement and the terms of EXHIBIT A, the terms of this Agreement shall control.
- 3.2. **Performance of Services.**

3.2.1. HCE reserves the right to determine the method, manner, and means by which the Services will be performed. HCE may perform the same or similar services for clients other than Client. HCE will make a good faith effort to start and complete all Services on time, provided Client provide Company Material provided in good faith within Term. Party shall notify in writing to affected Party if any substantial delays are likely.

3.2.2. Client will provide a safe working environment including to but not limited to biological, chemical, environmental, radioactive, or personal safety while on property when Services are to be provided so far as the length of the Agreement.

3.2.2.1. Client agrees to provide HCE in writing all dangers within Client property but not limited to facility whether documented or not. This shall be provided at minimum fourteen (14) days in advance.

3.2.2.2. Parties agree that before HCE performs and Services, Client will fully decontaminate any instruments or associated Client equipment which could be used by HCE, any areas in which could/should be accessed by HCE for purposes of the Services. Notification will be provided in writing to HCE from Client of completion of said decontamination.

3.2.2.3. Client agrees that if escort is needed on property, that at minimum, management level access or security clearance not limited to competency be given unless mutually agreed to in writing by Parties.

3.3. **Company Materials.** Client will provide HCE with all necessary Company Materials in order for HCE to perform the Services. All Company Materials furnished by Client to HCE, shall remain sole property of the Client. The Company Materials shall be subject to the confidentiality and non-use requirements of Section 6. HCE shall return to Client all Company Material at Clients written request, or upon termination of this Agreement. The Company Materials shall be subject to the confidentiality and non-use requirements of Section 6 of this Agreement.

4. PAYMENT

4.1. During the Term, and subject to the provisions of this Agreement, Client shall pay HCE in the amount and manner detailed in EXHIBIT A.

5. INTELLECTUAL PROPERTY

5.1. **Deliverables and PBIP.** Client shall own the entire right, title, and interest in and to any Deliverables that result from the Services; provided however, that any PBIP incorporated or otherwise used as a part of the Deliverables shall remain the sole property of HCE. Client does not acquire any Intellectual Property or other rights of HCE, including without limitation, any HCE Intellectual Property, HCE Technology or PBIP, under this Agreement, by implication, estoppel, or otherwise.

5.2. **Retention of Ownership and Control.** Except as otherwise expressly stated in this Section 5, HCE and Client shall retain ownership of all their respective properties and assets, both tangible and intangible. For the purposes of clarity, all HCE Intellectual Property is the sole and

exclusive property of HCE. HCE will have the exclusive right to prepare, file, prosecute, and maintain, at its expense, all patent applications claiming HCE Intellectual Property.

6. **CONFIDENTIAL INFORMATION**

- 6.1. **Non-Disclosure of Confidential Information.** During the Term and for a period of five (5) years following termination of this Agreement for any reason, the Party in receipt of Confidential Information (the “**Receiving Party**”) shall not disclose, divulge, furnish, or make accessible to any person (other than employees, consultants, representatives, agents and subcontractors of Receiving Party) via any means of communication, any Confidential Information provided by the other Party (the “**Disclosing Party**”), or in any way use any Confidential Information in the conduct of any business except to perform this Agreement; provided, however, that nothing in this Section 6.1 will prohibit the disclosure of any Confidential Information which is required to be disclosed by Receiving Party in connection with any court action or any proceeding before any authority of if it is reasonably necessary in the reasonable opinion of the Receiving Party’s legal counsel to disclose any Confidential Information to comply with Laws, which disclosures to the extent so compelled or required shall not be a breach hereunder; provided, further, that no such disclosure shall be made until Receiving Party gives notice to Disclosing Party of the intention to disclose such Confidential Information so that Disclosing Party can take measures to protect the confidentiality of the information. Disclosing Party shall cooperate (and will cause any respective representatives to cooperate) with Receiving Party and representatives in connection with any such proceeding. This Agreement, including its terms and conditions, also constitutes Confidential Information.
- 6.2. **No Waiver.** Nothing contained in this Agreement shall be deemed a waiver, modification, or limitation of any rights that either Party or its Affiliates may have under Laws pertaining to the protection of trade secrets or Confidential Information.
- 6.3. **Exclusions.** Notwithstanding anything to the contrary herein, Confidential Information shall not include:
- 6.3.1. Information that is or becomes generally known to the public in its entirety without breach of this Agreement;
- 6.3.2. Information which a Party can demonstrate with written evidence was known to such Party prior to the time of disclosure by Disclosing Party and is not subject to other obligations of confidentiality;
- 6.3.3. Information which has been independently developed without use, directly or indirectly, of the Confidential Information and is not subject to the obligations of confidentiality;
- 6.3.4. Information disclosed in good faith to Receiving Party by a third party (not including any Affiliate) legally entitled to disclose the same.

7. **REPRESENTATIONS, WARRANTIES, & COVENANTS**

- 7.1. **Mutual Representations.** Each Party represents and warrants to the other as follows

- 7.1.1. Such Party is a company or corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized; such Party has the legal power and authority to execute, deliver, and perform this Agreement; the execution, delivery, and performance by such Party of this Agreement has been duly authorized by all necessary corporate action;
- 7.1.2. This Agreement constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms; and the execution, delivery, and performance of this Agreement will not knowingly cause or result in a violation of any law; of such Party's charter documents; or of any contract by which such Party is bound.
- 7.1.3. Each Party represents and warrants to the other that such Party shall comply in all respects with all Laws related to their performance of activities under or in connection with this Agreement and, in Client's case, with respect to use of the Deliverables. No Party to this Agreement shall be liable to the other Party, or subject to other equitable remedies, or held in breach of contract under this Agreement, for failing to act in a manner that would violate any Laws.
- 7.2. **HCE Representations.** Business Associate Agreement ("**BAA**") will be provided to Client prior to Effective Date of this Agreement, in order to comply with Federal regulations. All necessary and optional representations based upon the BAA will be included within EXHIBIT B, if necessary. The Parties acknowledge and agree to follow EXHIBIT B.
- 7.3. **Client Acknowledgement.** Client acknowledges and agrees that the Services will not consist of any analytical or clinical validation of any test, program, or clinical methodology.

8. INDEMNIFICATION

Client Indemnification. Client shall indemnify, defend, and hold harmless HCE, its Affiliates, and their respective directors, officers, employees, and agents (the "**HCE Indemnified Parties**") from all losses, liabilities, damages, and expenses (including court and/or reasonable attorneys' fees and costs) that any of HCE Indemnified Parties may suffer as a result of any claims, demands, actions, or other proceedings ("**Claims**") made or instituted by any third party and arising out of or relating to its performance under this Agreement, without limitation.

9. LIMITATION OF LIABILITY AND DISCLAIMERS

- 9.1. **Limited Liability.** HCE SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, MULTIPLE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM OR RELATED TO LOSS OF PROFITS, LOSS OF DATA, EQUIPMENT DOWN TIME OR LOSS OF BUSINESS, EVEN IF HCE HAD NOTICE OF THE POSSIBILITY THEREOF. HCE'S LIABILITY TO CLIENT FOR BREACH OF ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO DAMAGES IN AN AMOUNT NOT TO EXCEED THE FEES ACTUALLY PAID OUT FOR THE SERVICES UNDER THIS AGREEMENT. HCE SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR PENALTY AS A RESULT OF ANY DELAY IN OR FAILURE TO DELIVER OR OTHERWISE PERFORM HEREUNDER DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL.

- 9.2. **Disclaimer of Warranty.** THE SERVICES AND DELIVERABLES ARE BEING PROVIDED TO CLIENT "AS-IS". EXCEPT AS SET FORTH IN SECTION 7.1 OF EXHIBIT A, HCE DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SERVICES OR DELIVERABLES OR USE THEREOF WILL NOT INFRINGE ANY THIRD-PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHT. HCE ASSUMES NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO THE DESIGN, DEVELOPMENT, REPRODUCTION, USE, DISTRIBUTION, DISPLAY, PERFORMANCE, IMPORTATION, LICENSE, SALE, OR OTHER DISPOSITION BY THE CLIENT OR ANY OTHER PERSON OR ENTITY OF THE SERVICES AND DELIVERABLES. CLIENT ASSUMES THE ENTIRE RISK AS TO THE USE OF THE SERVICES AND DELIVERABLES, WITHOUT RECOURSE TO HCE.
- 9.3. **Compliance with Law Disclaimer.** HCE makes no claim, representation or warranty that any Deliverable has been reviewed approved, or otherwise deemed appropriate or acceptable by any regulatory, clinical, scientific, compliance, or legal authority (including, without limitation, and Laws or regulations of any United States federal or state government entity).

10. TERMINATION

- 10.1. **Material Non-Performance.** Either Party may terminate this Agreement if the other Party fails to perform any material obligation under this Agreement and such failure is not cured within thirty (30) days following certified written notice of such failure to the defaulting Party.
- 10.2. **At-Will.** Either Party may terminate this Agreement, with or without cause, by providing ninety (90) days prior written notice to the other Party only after one (1) year from Effective Date.
- 10.3. **Bankruptcy.** Upon the filing of a petition in bankruptcy, insolvency, or reorganization against or by Client, or if Client becomes subject to a composition for creditors, whether by law or agreement, or if Client goes into receivership or otherwise becomes insolvent, this Agreement may be terminated by HCE by providing written notice of termination to Client. Such termination shall be effective immediately upon receipt or acknowledgment of such notice of termination.
- 10.4. **Effect of Termination.** Upon termination or expiration of this Agreement, HCE shall return to Client, and Client shall return to HCE, each Party's respective Confidential Information, in whatever medium or form deemed appropriate, within five (5) business days.
- 10.4.1. Upon early termination of this Agreement, Client shall pay to the HCE the pro-rata portion of the fees owed to HCE based on the degree of completion of the Services as of the time of termination; and all non-cancellable expenses and fees. Owed monies shall be paid no later than thirty (30) days after the effective date of such termination or expiration. All owed monies not paid after the thirty (30) day period will be subject to additional interest of 10% per thirty (30) day period.
- 10.4.2. The provisions of this Agreement or any Exhibit that by their nature or terms may be reasonably inferred to have been intended to survive termination or expiration of this

- 12.4. **Jurisdiction and Venue.** Any action for breach of or otherwise to enforce any of the terms and conditions of this Agreement shall be brought exclusively in State or Federal Court within Montgomery County, Texas. The Parties agree to waive and hereby do waive all objections or defenses of lack of personal jurisdiction, improper venue, or forum non conveniens that otherwise might be available in any such action, covenant that they shall not assert any such defenses in any such action, consent to the jurisdiction of such courts, and agree that they shall not bring an action in any other court.
- 12.5. **Performance:** The services performed under the Agreement will be done within Montgomery County, Texas. While some services may be provided on site in other areas, the primary work being performed will be done from HCE's corporate office in Montgomery County, Texas.
- 12.6. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimile, PDF, or electronic signatures shall be deemed original signatures hereunder.
- 12.7. **Force Majeure.** HCE shall not be liable for any delay or failure of performance, including, without limitation, failure to perform Services, where such delay or failure arises or results from any cause beyond HCE's reasonable control, including but not limited to, flood, fire, explosion, natural catastrophe, lockdown, governmental declared emergency or disaster, military operations, blockade, sabotage, revolution, riot, civil commotion, war, police action or civil war, plant breakdown, computer or other equipment failure, power loss or reduction, unusually severe weather, earthquake, tornado, hurricane or other act of God, strike, lockout, boycott or other labor disputes of any kind (whether relating to its own employees or others), embargo, governmental regulation, or an inability or delay in obtaining materials (collectively "**Force Majeure**"). In the event of any such delay or failure of performance due to Force Majeure, HCE shall have additional time within which to perform its obligations hereunder, as may be reasonably necessary under the circumstances.
- 12.8. **Headings and Captions.** The headings and captions used in this Agreement are for convenience of reference only, and shall not be considered in the interpretation of this Agreement or any SOW and shall in no way define, limit, expand, or otherwise affect the meaning or construction of any provision of this Agreement.
- 12.9. **Construction.** No provision of this Agreement or any related document shall be construed against or interpreted to the disadvantage of any Party hereto, by reason of such Party's having or being deemed to have structured or drafted such provision.
- 12.10. **Severability.** Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be unenforceable or invalid for any reason, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby, and the invalid or unenforceable part, term or provision shall be deemed not to be a part of this Agreement.

- 12.11. **Successors and Assignment.** Neither Party to this Agreement may transfer or assign this Agreement nor any interest in this Agreement without the prior written consent of the other Party; provided, however, that HCE may, without Client's prior written consent, assign this Agreement and all of its rights, obligations, and interests under this Agreement to; a wholly owned direct or indirect parent or subsidiary of HCE; or, as part of the sale, merger, or consolidation of HCE into another entity provided such successor-in-interest assumes its obligations under this Agreement. Any transfer or assignment in contravention of the foregoing shall be null and void and of no force and effect. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties' permitted successors and assigns.
- 12.12. **Amendment in Writing.** No provision of this Agreement may be amended, changed, altered, modified, or waived except in writing signed by the Parties' authorized representatives, or their assignees, which writing shall specifically reference this Agreement and the provision which the Parties intend to amend, change, alter, modify, or waive.
- 12.13. **No Third-Party Beneficiaries.** This Agreement is for the personal services of HCE and nothing contained herein, expressed or implied, is intended or will be construed to confer or give to any other person, firm, corporation or legal entity other than the Client, its Affiliates, or permitted assignees, any rights, remedies, or other benefits under or by reason of this Agreement.
- 12.14. **Entire Agreement.** This Agreement and its Exhibits hereto, are an integrated agreement and constitute the entire agreement and understanding between the Parties with respect to HCE's provision of Services to Client. All prior or contemporaneous agreements, representations, understandings, purchase orders, quotations, sale acknowledgements, invoices, or other such documents and other communications with respect to HCE's provision of Services to Client are superseded by this Agreement. There are no covenants, promises, agreements, warranties, representations, conditions, or understandings with respect to the subject matter hereof, either written or oral, between the Parties other than as set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have executed this Agreement and have caused it to be effective as of the Effective Date set forth above.

HCE Global

By: *Jody Randall*
Name: Jody Randall
Title: CEO
Date: 08.19.2025

White Rock Medical Center

By: *Rashid Syed*
[Rashid Syed \(Aug 19, 2025 12:44:14 CDT\)](#)
Name: Rashid Syed
Title: COO
Date: 19/08/2025






_Consulting Service Agreement

Final Audit Report

2025-08-19

Created:	2025-08-19
By:	Kevin Bickers (info@hceglobal.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFeov-zLK9IIIJYIDrvch4R03xCxhddj6

"_Consulting Service Agreement" History

-  Document created by Kevin Bickers (info@hceglobal.org)
2025-08-19 - 5:22:40 PM GMT
-  Document emailed to Rashid Syed (rashid.syed@whiterockmedicalcenter.com) for signature
2025-08-19 - 5:22:45 PM GMT
-  Email viewed by Rashid Syed (rashid.syed@whiterockmedicalcenter.com)
2025-08-19 - 5:34:28 PM GMT
-  Document e-signed by Rashid Syed (rashid.syed@whiterockmedicalcenter.com)
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