



**AFFILIATE VENDOR
END USER LICENSE, NONDISCLOSURE AND BUSINESS AGREEMENT**

THIS END USER LICENSE, NONDISCLOSURE AND BUSINESS AGREEMENT, ("Agreement") entered into as of this _____ day of _____, 201_ ("Effective Date"), is by and between Medefis, Inc. ("Medefis") a Delaware corporation with its corporate office located at 10826 Old Mill Road, Omaha, NE 68154, and _____, a _____ corporation with its principal office located at _____ ("Affiliate Vendor") (Medefis and Affiliate Vendor each a "Party" and collectively the "Parties").

WHEREAS, Medefis is a workforce solutions provider delivering end-to-end solutions to healthcare and other professional organizations (each a "Client" or "Client Facility" and collectively "Clients" or "Client Facilities") throughout the United States.

WHEREAS, Medefis operates a private website to manage the procurement of personnel using certain Medefis-proprietary software products (the "Products") through hosted environments (each a "Hosted Environment" and collectively "Hosted Environments"); and

WHEREAS, Affiliate Vendor desires to gain access to Medefis' Hosted Environments, to use the Products, and to participate as a Medefis affiliate vendor; and

WHEREAS, Affiliate Vendor has agreed to strictly abide by Medefis' terms and conditions for accessing the Hosted Environments and using the Products, and by all of Medefis' requirements, including all billing, credentialing, contracting and payment requirements.

NOW, THEREFORE, for good and valuable consideration and the mutual benefit to Medefis and Affiliate Vendor from this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. **LICENSE TO ACCESS THE PRODUCTS.** During the term of this Agreement only, Medefis grants to Affiliate Vendor a non-exclusive, non-transferable, non-assignable, non-sublicensable limited internal-business use license to access the Hosted Environments to enable Affiliate Vendor to use the Products solely in connection with Affiliate Vendor's staffing augmentation requirements of said Affiliate Vendor (the "Permitted Use") and not for distribution, transfer, sale or use for the benefit of any other third party. Such access to each of the Hosted Environments and the right to use the Products in each Hosted Environment is conditional upon there being valid Affiliate Vendor Agreement in place between Affiliate Vendor and Medefis. Where an Agreement between any Medefis Client Facility and Affiliate Vendor and or between Medefis and Affiliate Vendor is terminated for any reason, then Affiliate Vendor's rights to access the particular Hosted Environment and use the Products in respect of Affiliate Vendor's Permitted Use shall cease immediately. This license is personal to Affiliate Vendor, and Affiliate Vendor shall not permit any parent, subsidiary or affiliated entity of Affiliate Vendor or any third party to have access to or use the Hosted Environments or Products without prior written consent from Medefis. Furthermore, Medefis retains the sole right and within its sole discretion to reject any such request. Should Affiliate Vendor request, and Medefis consent to, such access, Affiliate Vendor shall ensure that such parent, subsidiary, affiliated entity or third party is made aware of the terms and conditions of this Agreement and Affiliate Vendor shall be liable for and shall indemnify Medefis, as well as Medefis' officers, directors, employees, agents, affiliates, successors and permitted assigns, in respect of all losses and liabilities suffered or incurred by any of them arising from any breach of the terms and conditions of this Agreement by such parent, subsidiary, affiliated entity, or other person. Affiliate Vendor acknowledges that Medefis is not responsible for providing a communications line or other equipment necessary to access and use the Hosted Environments via the public Internet or for the charges associated with such access or use.
2. **CONFIDENTIAL INFORMATION.** "Medefis Confidential information" includes, without limitation, the Products, Hosted Environments and all information and improvements made by either Party related to the Products or Hosted Environment. "Affiliate Vendor Confidential Information," means all Affiliate Vendor-specific data provided by Affiliate Vendor to Medefis and used in the Products (Affiliate Vendor Confidential Information and Medefis

Confidential Information, collectively "Confidential Information"). Confidential Information does not include (a) information that is or becomes publicly available without a breach of this Agreement, (b) information received from a third party having a right to disclose said information or (c) information which a Party independently developed without use of or reliance upon the other's Confidential Information. Notwithstanding the foregoing, a Party may disclose the Confidential Information of the other Party if compelled or required to do so by statute, court of law or other legal process; provided that the disclosing Party (i) gives the other prompt written notice of an impending disclosure pursuant to this sentence, (ii) provides commercially reasonable assistance to the other Party at the other Party's expense and reasonable assistance to the other Party at the other Party's expense in opposing or limiting the compelled or required disclosure and (iii) makes only such disclosure as is compelled or required. Affiliate Vendor shall use Medefis Confidential Information solely for the Permitted Use. Medefis shall use Affiliate Vendor Confidential Information solely as necessary for the purposes of this Agreement or for the performance of a Customer Agreement, except that Medefis may use and disclose the aggregate statistical data relating to the utilization of the Product in a manner non-specific to any Affiliate Vendor.

3. PROHIBITED AFFILIATE VENDOR ACTIVITIES.

- a. **COVENANT OF NONDISCLOSURE.** Upon request by Medefis or termination of this Agreement, Affiliate Vendor will destroy or promptly deliver to Medefis all materials that contain Medefis Confidential Information. Upon Medefis' request, an officer of Affiliate Vendor will certify as to its Agreement, each Party shall (a) safeguard the other's Confidential Information from unauthorized use and disclosure; (b) disclose the other's Confidential Information to no one other than employees or independent contractors who have a need to have access to and knowledge of the other's Confidential Information solely for the purpose authorized in Section 2 above; and (c) advise all such employees and independent contractors of their obligations with respect to the other's Confidential Information and be responsible for their breach of this Agreement.
- b. **COVENANT OF NON-SOLICITATION & NON-INTERFERENCE.** During the term of this Agreement and for a period of one (1) year following the termination thereof, Affiliate Vendor shall take no action to directly solicit any employees, agents, vendors or Clients of Medefis. Furthermore, Affiliate Vendor acknowledges and agrees that Medefis has expended considerable time and resources to establish and implement its contractual arrangements with Clients and Affiliate Vendors and to obtain from its Clients the authority to contract with Affiliate Vendor hereunder. In recognition of such efforts by Medefis, Affiliate Vendor agrees that, during the term of this Agreement and for a period of one (1) year following the termination thereof, Affiliate Vendor shall take no action to solicit from Client Facility any business similar to the Services provided by Medefis under the terms of this Agreement or in any manner undermine or interfere with the relationship between Medefis and Client. Breach of this provision by Affiliate Vendor shall be deemed a material breach of the Agreement and cause for immediate termination of this Agreement by Medefis.
- c. **NO SUBCONTRACTING.** Affiliate Vendor may not subcontract the performance of any of its duties or obligations under this Agreement to any subcontractor. Notwithstanding the foregoing, Affiliate Vendor may subcontract the performance of any of its duties or obligations under this Agreement, provided that Affiliate Vendor (a) obtains the prior written consent of Medefis; (b) prior to the commencement of any work by any subcontractor, Affiliate Vendor enters into a written agreement with such subcontractor that binds the subcontractor to terms that are at least as protective of the rights and information of the other party to this Agreement; and (c) uses best efforts to subcontract only with subcontractors that have the requisite skills to perform any subcontracted obligations in accordance with the terms of this Agreement. In all cases, Affiliate Vendor shall be responsible and liable for the acts and omissions of each subcontractor (including its employees, agents, and representatives) to the same extent as if such acts or omissions were by the Affiliate Vendor or its employees and shall be responsible for all fees and expenses payable to any subcontractor.
- d. **REMEDIES.** Affiliate Vendor understands, acknowledges and agrees that the restrictions contained in this Agreement are reasonable and necessary protection of the legitimate interests of Medefis, that any violation of them would cause substantial injury to Medefis or any of its affiliates, and that the Medefis would not have entered into this Agreement or provided Affiliate Vendor with access to the Medefis Hosted Environment and Affiliate Vendor Network without receiving the additional consideration of Affiliate Vendor binding itself to said restrictions. In the event of any violation of the said restrictions, Medefis shall be entitled, in addition to any other remedy, to preliminary and permanent injunctive relief. Should Medefis prevail in any action hereunder it shall be entitled to any and all cost of suit and reasonable attorneys' fees.

4. **OWNERSHIP; VIOLATION OF COVENANT.** Each Party shall retain all ownership and intellectual property rights in and to their Confidential Information. Each Party shall notify the other immediately upon discovery of any unauthorized disclosure or use of the other's Confidential Information, and will cooperate in every reasonable way to help the other regain possession of its Confidential Information and/or to prevent further unauthorized use or disclosure. In the event of the threatened or actual breach of this Agreement, the Party shall be entitled to (a) all equitable remedies, including immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages, enjoining the other Party and every other party from breaching this Agreement, (b) reasonable attorneys' fees incurred in enforcing its rights hereunder, and (c) any other legal remedies that may be available. Affiliate Vendor will indemnify, defend, and hold harmless Medefis, and Medefis' officers, directors, employees, agents, affiliates, successors and permitted assigns, from and against all costs, claims, demands, liabilities, expenses, damages or losses (including legal costs assessed on a solicitor and own Affiliate Vendor basis) and all indirect losses arising out of or in connection with any breach by Affiliate Vendor or any of its employees, subcontractors or independent contractors of the confidentiality and non-disclosure obligations owed to Medefis under this Agreement.
5. **VMS PROCESS.**
- a. Posting Open Assignments ("Posting"). Client has agreed to exclusively post certain staff-augmentation positions through the Medefis Hosted Environment for Medefis Affiliate Vendors to review. All postings will identify the Medefis Client's position requirements.
 - b. Candidate Submission to Open Assignments ("Submissions"). After reviewing the Medefis Positions, Affiliate Vendor may submit qualified Affiliate Vendor Employees through the Medefis Hosted Environment for Medefis Client's consideration.
 - c. Candidate Confirmation ("Confirmation"). Client may confirm its acceptance of Affiliate Vendor's submission, and Affiliate Vendor may confirm its candidate through the Medefis Hosted Environment.
 - d. Retractions, Cancellations, Terminations. Affiliate Vendor may retract a submission through the Medefis Hosted Environment. Additionally, in the event that a Position cancelled or terminated, it is Affiliate Vendor's responsibility to update the Confirmation page on the Medefis Hosted Environment.
 - e. Communication with Client. Any and all communication from Affiliate Vendor with Medefis Client shall be conducted through the Medefis Hosted Environment email system unless otherwise requested, in writing, by the Medefis Client.
 - f. Timesheet and Billing process: The process for billing for Covered Services and managing timesheet requirements for Clients enrolled in the Medefis Consolidated billing process shall be governed in accordance with the terms and provisions set forth in the applicable client BSA agreement hereunder and, by reference, incorporated into and made a part hereof.
6. **DUPLICATE CANDIDATE SUBMISSIONS.** In the event that an Affiliate Vendor's submission is also submitted by another Affiliate Vendor in response to a Medefis Client Posting, the submitted candidate shall identify to Medefis and/or Medefis Client the Affiliate Vendor by whom they are represented.
7. **FEES DUE MEDEFIS & PAYMENTS PROCESSED TO AFFILIATE VENDORS.** Affiliate Vendors shall pay Medefis the fees set forth on the Fee Exhibit A. Fees (Fee Billing and Consolidated Billing) and terms.
8. **TAXES.** All Fees and other amounts payable by Affiliate Vendor under this Agreement are exclusive of taxes and similar assessments. Affiliate Vendor is responsible for all sales, use, excise, and SaaS taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Affiliate Vendor hereunder, other than any taxes imposed on Medefis' income. Medefis has the right to charge, collect, and pay any taxes owed by Affiliate Vendor, and transmit such taxes to the applicable authorities, where permitted by law to do so.
9. **LATE PAYMENTS.** Except for invoiced payments that the Affiliate Vendor has successfully disputed, all late payments shall bear interest at the lesser of (a) a 1.5% fixed rate per month, and (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. The Affiliate Vendor shall also reimburse Seller for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law which Medefis does not waive by the exercise of any rights hereunder, Medefis shall be entitled to suspend the provision of any Services if the Affiliate Vendor fails to pay any amounts or Fees when due hereunder.

10. **WARRANTY AND DISCLAIMER.** Each Party represents and warrants that the Confidential Information provided to the other shall be free of any virus, including but not limited to, Trojan Horse, cancel bot, timebombs or other devices developed to disable or to erase, damage or corrupt software, hardware or data. Except as otherwise provided in this Agreement, Company acknowledges and agrees that the Products and Hosted Environment including (without limitation) all updates and enhancements are provided "ASIS," without warranty of any kind, and ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT ARE DISCLAIMED. Without limiting the foregoing, Medefis does not warrant that the Products or Hosted Environment will be uninterrupted, free of errors, defects or without delay, or that errors or defects are capable of being corrected.
11. **LIMITATION OF LIABILITY.** Excluding the Sections 3 (Prohibited Affiliate Vendor Activities), 8 (Warranty and Disclaimer), 10 (Insurance), and 11 (Indemnification), the total liability of each Party to the other in respect of all claims under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise shall not exceed one thousand US dollars (US \$1,000). Except for breach of Section 3 (Prohibited Affiliate Vendor Activities), in no event shall either Party be liable for any loss of profits, revenue or product use, or loss or inaccuracy of data, indirect, profits, revenue or product use, or loss or inaccuracy of data, indirect, incidental, special, punitive or consequential damages of any kind, whether or not reasonably foreseeable, incurred by the other Party or a third party relating to use of or inability to use the Confidential Information whether arising in tort (including negligence), breach of contract or otherwise and whether or not reasonably foreseeable. Nothing in this agreement shall operate to exclude or restrict either Party's liability for death or personal injury arising from that Party's negligence or any other liability due to that Party's fraud or any other liability, which it is not permitted to exclude or limit as a matter of law.
12. **INSURANCE.** Affiliate Vendor agrees, at its sole cost and expense, to procure and maintain in full force and continuous effect, insurance for itself covering all liability and operations under this Agreement, which will remain in effect during the term of this Agreement. The minimum coverage types and amounts are as follows: Commercial General Liability insurance covering the indemnity provisions of this Agreement and Broad Form Property damage, with limits of at least \$1,000,000 combined single limit for bodily injury, personal injury (e.g. slander, libel, wrongful detention, false arrest, etc.) and property damage for each occurrence. Medefis shall be named as additional insured on the insurance policies described above. Upon execution of this Agreement and, as may be requested from time to time, Affiliate Vendor shall provide Medefis with a proof of such coverage in the form of a Certificate of Insurance evidencing such coverage as mentioned above, which also provides that Medefis be notified in writing at least thirty (30) days prior to renewal, cancellation of or any change in coverage during the term of this Agreement. Such coverage shall be maintained during the term of this Agreement and if any of the insurance policies contain claims-made coverage Affiliate Vendor shall maintain "tail" coverage covering such performance for a minimum of four (4) years after the expiration or termination of this Agreement. All such policies shall (i) be underwritten by a financially viable company, (ii) provide Medefis is an additional insured on its general liability, (iii) provide coverage for Affiliate Vendor's contractual indemnity obligations herein, and (iv) require at least thirty (30) days' written notice to Client Facility and Medefis prior to any cancellation of such coverage. Affiliate Vendor shall provide a certificate evidencing that such coverage is in place and shall provide updated certificates to Medefis in a timely manner. If at any time the Client Facility requires Affiliate Vendor to carry insurance coverage of different types or amounts than specified above in this Subsection, Affiliate Vendor agrees to modify its insurance coverage to conform to any and all changes. In addition to the Insurance required herein and, as may be requested from time to time, Affiliate Vendor shall provide Medefis with a proof of such coverage in the form of a Certificate of Insurance evidencing that Affiliate Vendors maintain the following coverage: (a) Professional Liability with limits of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate; and statutorily required levels of Workers Compensation Insurance. Affiliate Vendor shall also provide Medefis with written notice at least thirty (30) days prior to renewal, cancellation of or any change in coverage during the term of this Agreement. The terms of this Section shall survive termination of this Agreement.
13. **INDEMNIFICATION.** Each party ("Indemnifying Party") will defend the other Party against any third party claim or legal action ("Claim"), and indemnify and hold harmless the other Party ("Indemnified Party"), and the Indemnified Party's officers, directors, employees, agents, affiliates, successors and permitted assigns, from and against any loss, liability and damages (collectively, "Losses") arising therefrom, to the extent such Claim alleges that (a) the Confidential Information provided by the Indemnifying Party infringes any U.S. patent, copyright or trade secret, or other non-patent intellectual property right of such third party, or (b) the Indemnifying Party has failed to comply with the requirements of applicable data protection laws. Neither Party shall have indemnification obligations for its Confidential Information hereunder where the Claim directly or indirectly arises from the other Party's misuse or unauthorized modification of such Confidential Information. This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying party: (i) written notice within thirty (30) days of receiving a

Claim; (ii) all assistance (at the expense of the Indemnifying Party) and necessary information within its control for the Indemnifying Party to conduct a defense; and (iii) with sole control of the defense and settlement of the Claim. If the use of the Products, Hosted Environment or related documentation infringes, or in Medefis' determination, is likely to infringe, a third party proprietary right, Medefis may, in its sole discretion and at its option and expense (a) obtain for Company the right to use the allegedly infringing item(s), (b) substitute a functionality equivalent, non-infringing replacement for such item, (c) modify such item to make it non-infringing and functionally equivalent, or (d) terminate the Agreement.

14. **SUPPORT.** Medefis may provide to Affiliate Vendor technical support, updates and enhancements in amounts and at times as Medefis, in its sole discretion, deems appropriate
15. **TERM.** This Agreement shall be effective as of the Effective Date and shall remain in effect (unless terminated earlier) for an initial term on one (1) year, and shall automatically renew for successive six (6) month terms unless either Party provides written notice of its intent not to renew the Agreement at least thirty (30) days prior to the end of the then-current term. Additionally, the Agreement shall terminate upon the earlier of: (i) termination of all Agreements between the Parties, (ii) the existence of a claim which precludes continued access to the Products, or (iii) written notice of termination by Affiliate Vendor; (iv) written notice of termination by Medefis; (v) failure to participate (access to the site, submission of candidates, etc.) by Affiliate Vendor for a period of ninety (90) days. Medefis may terminate this Agreement immediately upon written notice where Affiliate Vendor has misused the Hosted Environment or Products or has otherwise materially breached the terms of this Agreement.

Either party shall be entitled to terminate this Agreement forthwith and with immediate effect by notice in writing if the other Party is subject to a winding up petition or order, or to an administration order, or enters into liquidation, or has a receiver or administrative receiver appointed over the whole or any part of its assets or makes or proposes any voluntary arrangements with its creditors, or is unable to pay its debts within the meaning of Section 123 Insolvency Act 1986, if applicable.

Upon termination of this Agreement, all access to and use of the Hosted Environments and Products by Affiliate Vendor shall cease immediately. Anything in this Agreement to the contrary notwithstanding, the rights of either Party to terminate this Agreement are in addition to and shall not limit either Party from pursuing any other remedies available to it. In addition, notwithstanding termination or expiration of this Agreement, the accrued rights of either party shall not be affected and Sections 2, 3, 4, 8, 11, 13, and 22 shall survive.

16. **SEVERABILITY.** In the event a court of competent jurisdiction finds that any provision of this Agreement is unlawful or unenforceable, then it is the intent of the Parties that such court apply a rule of reasonableness and modify the provision in question so that it will remain in effect to the greatest extent permitted by law. In the event a court finds such procedure to be inappropriate, then the provision held unlawful or unlawful or unenforceable shall be excised from this Agreement and the remaining provisions of this Agreement will remain in full force and effect.
17. **MISCELLANEOUS.** Neither Party shall assign or transfer its rights or obligations pursuant to this Agreement (including assignments or transfers to a third party, such as a factoring financial company, for purposes of accounts receivable financing) without the prior written consent of the other Party, except that either Party may assign or transfer this Agreement to a successor as a result of a merger, consolidation, acquisition or sale of all or substantially all of the Parties' assets. No such assignment or transfer shall have the effect of increasing the obligations of either party under this Agreement. All of the terms and conditions of this Agreement, including those relating to any liabilities, debts, or receivables hereunder, will inure to the benefit of, and shall be binding upon, each Party's successors and permitted assigns. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver hereof; all waivers being required to be in writing signed by the waiving Party. This Agreement and any applicable schedules contain the full and complete understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior representations (except fraudulent representations), communications and understandings concerning the same subject matter whether they be oral or written, express or implied.
18. **MODIFICATION OF TERMS.** This Agreement may be modified only in writing and if signed by authorized representatives of each Party. The previous sentence to the contrary notwithstanding, Medefis reserves the right to modify the terms of this Agreement at any time by posting an Amendment to the terms of this Agreement on the Medefis Hosted Environment and providing Affiliate Vendor with notice of such Amendment. Affiliate Vendor shall have fourteen (14) days to execute the Amendment or the terms of the Amendment shall automatically take effect.

19. **DISPUTE RESOLUTION.** Any dispute between the Parties arising out of this Agreement shall be resolved in accordance with this Section. The project executives designated by the Parties shall negotiate in good faith the resolution of any dispute in an effort to resolve the same within five (5) business days of one Party's notice of dispute. In the event the project executives are unable to resolve a dispute within this time frame, the dispute shall escalate to representatives of the Parties holding positions no less influential than Vice President (or comparable position) ("Officers"). If the Officers are unable to resolve a dispute within five business (5) days of escalation to the Officers, either of the Parties shall be entitled to pursue other remedies. Nothing in this Section shall prevent or delay either party from seeking orders for specific performance or interlocutory or injunctive relief on an ex-parte basis or otherwise or to preserve its position as creditor.
20. **NON-EXCLUSIVITY & RELATIONSHIP.** This Agreement is non-exclusive and nothing in this Agreement shall be deemed to restrict the right of either Party to enter into similar agreements with any third party (without restriction as to number, location and subject matter of such agreement) or to deal with or provide products and/or services to any third party. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, association, or fiduciary relationship between the Parties, nor shall anything in this agreement be deemed to create an agency relationship between the Parties.
21. **THIRD PARTY RIGHTS.** Medefis will be entitled to the benefit of this Agreement and to enforce in their own right and to rely on any term of this Agreement and to enforce in their own right and to rely on any term of this Agreement including without limitation the right to recover damages from Affiliate Vendor for losses arising from any breach of this Agreement. However, Medefis and Affiliate Vendor may vary, rescind or terminate this Agreement without the consent of any other Medefis Company. Any other person who is not a Party or a Medefis Company shall not have the right to the provisions of this Agreement.
22. **GOVERNING LAW / JURISDICTION / VENUE / ATTORNEY'S FEES:** The laws of the State of Nebraska shall govern the validity and interpretation of any term(s) or provision(s) of this Agreement or of the rights and duties of the parties without regard to Nebraska's principles of conflict of law. Each of the parties agrees to submit to the jurisdiction of the courts of the State of Nebraska with respect to any action arising out of this Agreement. Venue for all actions arising out of this Agreement shall be in Douglas County, Nebraska. In any and all actions at law or equity arising out of this Agreement, the prevailing party shall be entitled to reasonable and necessary attorneys' fees and costs in addition to any other relief to which it may be entitled.
23. **AUTHORIZATION FOR AGREEMENT:** Each party represents that this Agreement has been signed by an officer of such party and that the execution and performance of this Agreement has been duly authorized by all necessary resolutions or corporate action, and this Agreement constitutes the valid obligation of such party, enforceable in accordance with its terms. The individuals executing this Agreement individually represent that they are fully authorized to execute this Agreement on behalf of the named parties.
24. **STAFFING TRANSACTION:** Affiliate Vendor understands, acknowledges, and agrees that Medefis provides workforce solutions to its Client under a Master Agreement, and that Medefis is not involved in the actual staffing services between Client and the Affiliate Vendor.
25. **TITLES & CAPTIONS:** All titles and captions of Articles and paragraphs contained in this Agreement are for convenience and shall not be deemed to be part of the text of this Agreement. When the context in which words are used in this Agreement indicates that such is the intent, words in the singular shall include the plural and vice versa, and the masculine shall include the feminine and neuter and vice versa, to the extent that identification of the entity or entities may require.

IN WITNESS WHEREOF, this Agreement has been signed by duly authorized representatives of the Parties on the day and the year first before written.

AFFILIATE VENDOR

Signature: _____
 Printed: _____
 Title: _____
 Date: _____

MEDEFIS, INC.



Signature: _____
 Printed: Eric Christensen
 Title: President
 Date: 2/27/2017

EXHIBIT A
BILLING SERVICES

1. PLACEMENT FEES – Generally. All Covered Services provided under the terms of this Exhibit shall be billed at the agreed upon, all-inclusive rates, and all terms are identified in the Medefis Client's job posting and confirmed in the Medefis Client's Assignment Confirmation. Affiliate Vendor shall not bill for any Covered Services at a rate in excess of the rates identified on the Confirmation, unless otherwise agreed upon in writing by the authorized representatives from both Medefis and Medefis' Client.

2. UPDATING THE ASSIGNMENT CONFIRMATION: In the event that a candidate is terminated prior to their scheduled conclusion on the Assignment Confirmation, Affiliate Vendor will be entitled to a pro-rata credit based on the number of weeks remaining in the terminated contract, provided Affiliate Vendor has paid Medefis its Fee hereunder. Termination of the agreement for cause or performance issues may not provide a basis for a Placement Fee credit. In order to qualify for a credit, Affiliate Vendor must update the Assignment Confirmation page within twenty-four (24) hours of the contract termination. Medefis determines fee credits by the later of the last day worked or the date the confirmation was properly updated. When updating Assignment Confirmations on the Medefis website, please follow the following procedures:

- **Back Out / Cancellation:** Update Assignment confirmation page as follows: change the end date to the start date; and
- **Termination:** Update Assignment confirmation page as follows: change the end date to the new end/termination date; and
- **Extension/Renewal:** Update Assignment confirmation page as follows: change the end date to the new end/termination date.

3.a. FEE BILLING FEES: For those Medefis Client Facilities that are not contracted to participate in the Medefis Consolidated Services offering (hereinafter, "Fee Billing Client Facilities"), the fees due Medefis from Affiliate Vendors for placements made hereunder shall be five percent (5.0%) of the approximate aggregate billings for the period confirmed. The Aggregate Billings shall be defined to include, among other items, the product of the Minimum Hours per week, which shall default to thirty-six (36) hours in the event that Client does not so define on the Confirmation; times the All-Inclusive Bill Rate times the anticipated term of the Assignment. [For example, if the terms of the Affiliate Vendor confirmed posting are 40 hours per week for a term of 13 weeks at a rate of \$60/hour, the aggregate billing totals \$31,200. The Fee due from Affiliate Vendor to Medefis for placements made to Medefis Fee Billing Client Facilities is calculated as follows: Aggregate Billing (\$31,200) * 5.0% = \$1,560.00.]

3.b. PAYMENT TERMS: All Fee Billing Fees shall be paid by Affiliate Vendor to Medefis within thirty (30) days of the start of the confirmed assignment. In the event that Affiliate Vendor fails make payment to Medefis within thirty(30) days of the start of the confirmed assignment, Medefis may, in its sole and exclusive discretion, suspend Affiliate Vendor's access to the Medefis website. In the event that any Affiliate Vendor payment due to Medefis under this paragraph shall be past due by 45 days or more, Medefis may, in its sole discretion offset, net, or deduct such aged fees due it from or against any and/or all consolidated billing payments that might be due and/or owed to Affiliate Vendor. Further, in the event that, pursuant to Paragraph 17 of the Agreement, Affiliate Vendor assigns or transfers its rights under this Agreement to a third party, such as a factoring financial company, for purposes of accounts receivable financing, the terms of the Agreement and Exhibit A shall continue to govern the rights and obligations of the Parties, and of any successors or permitted assigns, and therefore Medefis will retain its rights to offset, net, or deduct fees owed between the Parties (all of which fees shall for this purpose be deemed to have arisen from the same transaction) from or against each other when determining the amount of any obligation of Medefis to such third party.

4.a. CONSOLIDATED BILLING SERVICES: In accordance with the terms of the Master Agreement between Medefis and its Client, Medefis may be engaged to provide Client with certain Billing Services including, but not limited to, reviewing, managing and processing Affiliate Vendor's Professionals ("Staff") time cards; reporting assignment data to Client; formatting all Affiliate Vendor charges/fees into a weekly, consolidated master invoice (hereinafter, "Master Invoice"), and presenting the Master Invoice for payment each week (unless otherwise directed by Client) for all Staff

services provided to Client by Affiliate Vendor Staff. Client shall remit payment for all services identified on the weekly Master Invoice to Medefis within thirty (30) days of receipt of the Master Invoice, unless otherwise directed by the Client.

4.b. For all Billing Services provided under this Agreement, beginning with the first Master Invoice provided by Medefis to Client, and with respect to each Master Invoice provided under this Agreement in the future, Medefis shall be entitled to an administrative fee (hereinafter the "Administrative Fee") in the amount equal to five percent (5.0%) of the gross amounts billed, unless otherwise specified in the Confirmation or billing services amendment. to Client based upon the services provided to Client by Affiliate Vendor's Staff.

4.c. Upon receipt of payment of a Master Invoice by Client (hereinafter, "Client Payment"), Medefis shall first sweep its Administrative Fee from Client's payment and thereafter remit the remainder of the payment to Affiliate Vendor within ten (10) business days after Medefis receives payment from Client (hereinafter, "Payment Remainder"). Medefis shall process such Payment Remainder to Agency and deliver via U.S. mail at such location as such Agency shall designate. Medefis shall have no obligation to pay any Agency charge, expense or fee in the event that Medefis does not receive appropriate payment from Client.

4.d. Medefis obligation to pay to Affiliate Vendor for Services provided hereunder shall be strictly based upon the time worked and approved by Medefis' Client. ***Medefis shall have no obligation to make any payment to Affiliate Vendor under this Agreement unless and until such amounts have been received by Medefis from Client.*** Medefis shall remit payment to Affiliate Vendor for Services rendered hereunder, less any credit memos submitted by Affiliate Vendor, within ten (10) days of receipt of payment from Client. Any amounts owed by Affiliate Vendor to Medefis under this Agreement, including refunds due Client, may be deducted from the amounts to be paid to Affiliate Vendor. Affiliate Vendor shall have ten (10) days from the receipt of a weekly timecard report from Medefis to notify Medefis of any errors or omissions relating to said report.

4.e. Affiliate Vendor acknowledges and agrees that its sole right to collect payment hereunder shall be directed to Medefis, unless otherwise stated herein, and that at no time shall Affiliate Vendor seek direct payment from Medefis Client, Client's patients, MEDICARE, MEDICAID, and/or any other insurance program or responsible party.

5. PERMANENT OR REGULAR FULL TIME PLACEMENT FEES: Fees associated with the conversion to or direct placement of a Permanent or Regular Full Time shall be fifteen percent (15%) of the agency fee to the client facility.

6.a AUDIT AND PAYMENT ADJUSTMENT: Affiliate Vendor agrees to maintain accounting records in accordance with generally accepted accounting principles necessary to disclose the basis for any charges, ordinary or extraordinary, billed to Medefis Client under this Agreement, and agrees to make them available for examination and audit by Medefis and/or its respective agents prior to, and for a period of three (3) years after, receipt by Affiliate Vendor of final payment under this Exhibit. Medefis will have the right to review and/or audit such records during normal business hours upon reasonable notice to Affiliate Vendor.

In addition, to the extent required by Section 1861(v)(1)(I) of the Social Security Act, each party shall, upon proper request, allow the United States Department of Health and Human Services, the Comptroller General of the United States and their duly authorized representatives access to this Agreement and all books, documents, and records necessary to verify the nature and extent of the costs of services provided by either party under this Agreement, at any time during the term of this Agreement and for an additional period of four (4) years following the last date services are furnished under this Agreement.

6.b. TAXES: Affiliate Vendor shall be solely liable for payment of any federal, state or local taxes associated with any amounts payable to Affiliate Vendor for Covered Services under this Agreement.

6.c. AUTHORIZATION: Each party represents that this Exhibit has been signed by an officer of such party and that the execution and performance of this Exhibit has been duly authorized by all necessary resolutions or corporate action and constitutes the valid obligation of such party, enforceable in accordance with its terms.

6.d. TITLES & CAPTIONS: All titles and captions of Articles and paragraphs contained in this Exhibit are for convenience and shall not be deemed to be part of the text of this Exhibit. When the context in which words are used in this Exhibit indicates that such is the intent, words in the singular shall include the plural and vice versa, and the masculine shall include the feminine and neuter and vice versa, to the extent that identification of the entity or entities may require.

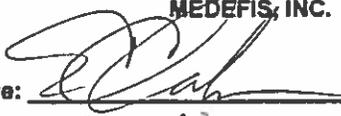
6.e. **BINDING EFFECT:** Anything herein to the contrary notwithstanding, in the event of any inconsistency between the Agreement and this Exhibit, this Exhibit shall control.

IN WITNESS WHEREOF, this Exhibit has been signed by duly authorized representatives of the Parties on the day and the year first before written.

AFFILIATE VENDOR

MEDEFIS, INC.

Signature: _____

Signature:  _____

Printed: _____

Printed: Eric Christensen _____

Title: _____

Title: President _____

Date: _____

Date: 2/27/2017 _____