

TERMS AND CONDITIONS OF EMPLOYMENT

You the undersigned, sometimes herein referred to as candidate or employee, hereby agrees to accept temporary employment with Clinical Staff Support, Inc., and/or Nursing Group, Inc hereinafter referred to as CSS or NG or the Company or CSS/NG or Clinical Staff Support or Nursing Group, for an undetermined term, beginning with the completion of all CSS/NG applicant requirements, and ending, with or without notice, when CSS/NG notifies you either verbally, email, text or in writing, that the assignment for which you have been hired to perform has been completed, or that CSS/NG has decided to end your employment. This candidate placement terms and conditions of employment is made by and between Clinical Staff Support, Inc., Nursing Group, Inc., mailing address P.O. Box 446 Round Rock, Texas 78680-0446 (hereinafter referred to as "Company" or "CSS" or "we" or "us" or "our" or a "party") and candidate (hereinafter referred to as "candidate " "employee" or "me" or "my" or "I" or "you:.. Whereas companies are Texas Corporations engaged in the business of supplying temporary personnel with contracted entities (facilities) in the United States of America; and candidate has agreed to become an "Employee" as described in the terms and conditions of employment.

AT WILL ACKNOWLEDGMENT

You acknowledge that the following terms and conditions of employment are neither a contract of employment nor a legal document, and that your employment is an at will relationship and not contractual. You have reviewed the terms and conditions of employment, and employee handbook and you understand that it is your responsibility to read and comply with the terms and conditions of employment and employee handbook as well as any and all documents and revisions made to them as provided by CSS/NG. You also understand that violation of any of the terms and conditions stated herein or to be stated may be considered grounds for disciplinary action up to and including immediate termination of employment.

TIMESHEETS/TIME SLIPS

You agree to be paid hourly and or an agreed salary. All time slips/sheets should be submitted by **Sunday 12:00 Noon Central Standard Time**. If time slips are not submitted by the payroll period, then pay due to you will be rolled over to the following week, or when submitted on the following Friday barring any bank closing days. If your time-sheet is submitted untimely, pay will and or may be made within 60 days of submission. CSS/NG staff will not call you to remind you to submit a time slip. You will be paid using the facility time logs if used by the facility. The time sheets you submit are used for reference only and to notify CSS/NG of your hours. Employees working at facilities using electronic timekeeping methods will be compensated using facility logs and not time-sheets. Falsifying time-sheets and or facility logs is grounds for immediate termination.

SALARY

Employee or Employee candidate agrees not to discuss salary/hourly pay rate and or any other forms of compensation with any person or entity or any other employees of CSS/NG or any person from the contracting facility. Doing so are grounds for immediate termination with or without notice.

DIRECT DEPOSIT/ PAYROLL

CSS/NG is currently on a direct deposit program; Payroll will be deposited into the account you designate every Friday if time slips are submitted as required. (Deposit times will vary). Deposits scheduled weekly on Friday may be subject to change due to holidays. You agree to accept any/all compensation via direct deposit. You agree to provide company with your direct deposit information and immediately notify company of any changes.

Signature: _____ Date: _____

By signing my name above either digitally or manually, I certify that I have read understand and agree to comply with the policy. My signature certifies my understanding of the above policy and agreement with the above policy. I agree if I do not follow the policy this is cause for disciplinary action up to which may include immediate termination.

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RESIGNATION CLAUSE

As you know you are at-will employees. As such you may terminate your employment at any time. However, it is requested that all employees submit at least 30 day written notice of resignation to CSS/NG that he/she will be considering leaving employment with the date for the execution of such termination plans.

FACILITY/EMPLOYEE CANCELLATIONS TARDINESS OR ILLNESS

It is your responsibility to immediately notify the company of any absenteeism or when the client cancels a shift or reduces your hours. You are responsible for notifying the CSS/NG via telephone at 800-331-1531 immediately upon receiving notice of cancellation and or before leaving the client's facility. You need to speak to someone via telephone do not leave a message until you have contacted a CSS/NG staff member.

(TEXTS MESSAGES ARE NOT ACCEPTABLE) If you are late or canceling your shift you agree to call in at least 8 hours ahead of time. Tardiness, excessive cancellation (2 tardies or cancellations within a 28 day period) is terms for counseling and or termination. No call no shows may result in immediate termination. Cancellation of your shift with less than 8 hours advance notice may/will result in a 6 hour charge-back (deduction) of your regular pay rate to your next paycheck. If you are calling in sick some facilities require you submit a "Dr.'s excuse" to return to work. CSS/NG does not provide compensation for you to see a medical provider.

SCHEDULING

You agree to work the hours required by client, to which you have been assigned, and you acknowledge that the client and CSS/NG will be responsible for all scheduling unless otherwise requested by the client/facility. Client has the right, where necessary, to require you to "float" or move from one assigned unit to another unit or to another client/facility within the client's healthcare system when applicable. Client will make every effort to schedule you to work the schedule agreed upon. Should you desire to change the schedule agreed upon, you must make a written request to CSS/NG no less than seven days prior to such change. However, client shall have the final decision regarding changes to your schedule. Never call or schedule with the client/facility directly unless directed by CSS/NG and or the client/facility. To continue working/obtaining hours you must call and or email the office daily with your availability. Email to be used for staffing is staffing@nursinggroup.com. You understand you are not considered a full time employee nor are you guaranteed a minimum or maximum work hours at any point. You agree you are an "as needed" employee and agree to be on call for shifts provided by facilities. CSS/NG does not provide any form of transportation to and from your assignment. You agree you have adequate means of transportation to get to your scheduled assignment.

IDENTIFICATION BADGES

You must submit a digital photo for your identification badge. Email photo to staffing@nursinggroup.com. The photograph becomes the property of the company and shall not be returned. If you terminate or are terminated from employment you must return badge immediately to retrieve your last paycheck.

EDUCATIONAL MODULES

Educational modules will be required periodically; You agree to complete your modules within a timely manner to continue employment with CSS/NG. Educational modules, continuing education is completed at your own time and expense. If you wish to be employed by CSS/NG you are required to maintain current licenses, credentials, and continuing education and modules at your own time and expense.

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FACILITY ORIENTATION

Employees agree to attend the assigned facility orientation for a minimum of 1-2 hours prior to first scheduled shift and agree to follow and comply with all the policies and procedures of the assigned facility. Orientation may last longer than 2 hours. If you choose to terminate your employment with CSS/NG by leaving and or completing your orientation with another agency and or if you leave CSS/NG within 10 days after you complete orientation you agree you will not be paid for the orientation. Orientation pay rate is less than your agreed upon hourly rate.

PROFESSIONAL LIABILITY INSURANCE

CSS/NG carries professional liability insurance. Coverage is provided at no cost to employees. Employees may carry extra coverage at their own expense. Physicians are required to maintain active and current professional liability insurance and are not covered under CSS/NG insurance or an umbrella policy.

CANCELLATION OF ASSIGNMENT

If you cancel a work assignment prematurely, walk off the job, or the client cancels based on your failure to meet the screening, credentialing or performance requirements, you will be responsible for costs incurred by company in scheduling the assignment. By signing the terms and conditions of employment you acknowledge that you are responsible and liable for all costs incurred by CSS/NG associated with your failure to meet the requirement or to perform according to the terms and conditions of employment. Such costs may include travel advances, damages to property as a result of negligence, including pet damages; fees and any expenses incurred by company. Costs to obtain state licenses; unused airline tickets; housing costs including security deposits, hotel stays, travel reimbursement, local transportation, drug screens, orientation and background checks and other costs that are otherwise unrecoverable. Should an assignment be shortened or canceled for any reason, all monies due to you at the end of the assignment will be paid within forty-five (45) days of completion after the company receives the proper receipts, written documentation, time-sheets, or any requested documentation from you and in accordance with State and Federal law. Employee/Employee Candidate signed agreement shall serve as your agreement to have any costs incurred by the company and have no objections to CSS/NG using such form to deduct from your earned wages any of the cost outlined above.

WORKERS COMPENSATION INSURANCE Workers' Compensation Insurance is provided to employees of CSS/NG in the event an injury should arise in the course of employment. All injuries will be reported immediately via telephone to the facility and a CSS/NG (800-331-1531) specialist. The employee may be subject to a penalty for late reporting. An incident report must be filed at the time of injury and submitted to CSS/NG. The employee is required to submit to a drug screen at his or her expense which will/can be deducted from the next paycheck if an injury occurs while at work. Contractors are not covered under this or any insurance policy. Clinical Staff Support, Inc and Nursing Group Inc. Is a Carrier of Workers Compensation in Texas via Texas Mutual. Nursing Group, Inc is a carrier of workers compensation in AZ via Travelers.

RESUSCITATION / CREDENTIALS / LICENSES / CERTIFICATES Employee agrees where it is required to maintain current resuscitation and professional credentials, certificates and current unencumbered licenses. Employee agrees to carry credentials and license with them at all times while on duty for CSS/NG. Employee agrees to maintain responsibility for all costs of renewal and maintaining resuscitation credentials, Licenses and or certifications.

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PLACEMENT

Employee agrees and understand that CSS/NG is **NOT** a placement firm. Employee understand that you are an employee of the company and that company has incurred certain costs, including but not limited to insurance, recruiting, bonuses and incentive pay. You agree that you will not seek to recruit or solicit any employees of the facility you are working or contracted to.

BACKGROUND CHECKS

You understand that in conjunction with your application to become an employee of CSS/NG, CSS/NG may use the services of an outside agency to research and verify the information you have provided on your application, which relates to your work, education history, professional standing and qualifications. CSS/NG may also use a consumer-reporting agency, as an agent to perform its background investigations. You understand and agree that the background check will include a criminal background check and you hereby consent to the performance of the same.

EMPLOYEE ACKNOWLEDGMENT FORM The undersigned acknowledges receipt and or review of the Company Employee Handbook. You understand as a company employee, it is your responsibility to read the handbook and to comply with all policy, procedure and guideline information it contains. The employee handbook describes important information about the company, and you understand that you should consult the company regarding any question raised or not answered in the handbook. The employee handbook may be viewed and or downloaded and printed from the website www.nursinggroup.com on the forms page. The password to access the forms is forms2016

DRUG SCREENS SUBSTANCE ABUSE SCREENING CONSENT AND RELEASE

Prior to placement with CSS/NG and throughout employment, applicant consents to a urine, blood or breath sample for the purpose of an alcohol, drug, intoxicants, or substance abuse screening test. Applicant also gives permission for the release of the test results for determining the fitness of employment or continued employment. Applicant will utilize clinics that are approved by CSS/NG. You, the undersigned, an applicant for employment with or an existing employee employed by the CSS/NG, hereby voluntarily consent to the taking of specimens for substance abuse screening as a condition of your initial and/or continued employment with the company. You authorize the release of all results of such screening to the company. You release the company, the testing laboratory, its physicians, nurses, technicians, and any other employees or agents involved with your tests from any and all liabilities, claims, or causes of action relating to such substance abuse screening including, without limitation, those that may result from administering such tests and/or the disclosure of test results. You understand and freely and voluntarily agree that if the company asks you to, you will submit to substance abuse screening. You understand that either refusal to submit to the substance abuse screen or a positive test result may result in revocation of a conditional offer of employment or termination of my employment, as applicable. In the case of a breath alcohol test, You understand and agree that if the breath alcohol test level as determined by the test reflects an illegal level of intoxication, You will be unable to operate a motor vehicle and must use an alternative form of transportation operated by someone other than yourself. If you refuse alternative transportation, You understand and agree law enforcement officials will be notified. Contents that are not in conflict shall prevail and be in full force and effect. You agree to cooperate with CSS/NG to maintain a drug free workplace. Evidence of tampering or an adulterated sample will be considered a failure to cooperate with the drug free workplace policy and are cause for termination or no hire to the company.

Signature: _____ Date: _____

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DRUG FREE WORKPLACE

It is the policy of CSS/NG that all new employees must have a drug test at our expense and the results kept on file with CSS/NG prior to and during employment. You understand the policy of CSS/NG absolutely prohibit use of illegal drugs and possession, concealment, transportation, or distribution of illegal drugs, alcohol, and other unauthorized items on company property or while on a job assignment. Being under the influence of controlled substances is prohibited and refers to being in an unfit condition to work whether or not impairment exists. Violation of this policy is grounds for termination. Any termination will be referred to the State Board of Licensing or Certification according to law. You understand that in accordance with the policy of CSS/NG, You may be required to submit to random drug testing at any time per company and or facility request. This testing may be done for pre-employment purposes, probable cause, random testing, legislated testing, and for occurrence of work-related injury or incident. This drug testing is done at the expense of the employee and will be subtracted from the employee's pay if required for cause. Any reasonable doubt will be considered cause. You understand that should there be a violation of this policy You will be terminated from CSS/NG. You understand that should there be a positive test you will be unqualified to work for CSS/NG and is reason for termination. Should there be any question of drugs missing, the drug count is off or any other questionable activity this will be reported to the State Board of your discipline, law enforcement authorities, and or any other applicable authority. You understand that You may be assigned to different legal jurisdictions. You acknowledge that if any conflict exists between this policy and a different legal jurisdiction, this policy will be amended to reflect legal regulations, and CSS/NG and/or facility policies. This agreement shall survive the termination of your official relationship and employment with CSS/NG.

HIPAA CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

HIPAA applies to all employees (including administration, managers, supervisors and applicable physicians); volunteers, agency, temporary and registry personnel, students, interns, and contracted personnel. The intent of these laws and policies is to ensure that confidentiality of information is maintained while used for business and clinical operations. During the course of the job you may see or hear confidential information in any form (oral, written, electronic) regarding: Patients and/or their family members (such as patient records, test results, conversations, and financial information), Employees, physicians, volunteers and contractors (such as employment records, corrective action, and disciplinary action) You agree to abide by all HIPAA rules and regulations.

CONFIDENTIALITY

During the course of our relationship, You will gain information, data, items and materials relating to CSS/NG, clients, personnel, business plans, methods and techniques, financing, financial condition, customers, lists, accounts, pricing, debts, assets, facilities and marketing, which you agree is confidential Information owned by CSS/NG. CSS/NG will gain information, data and materials about your education; work history, licenses, income and working relationships. CSS/NG and you agree during the term of employment and for two years after its termination not to disclose to third parties or use for benefit or gain the confidential information of the other party, unless disclosure is required by law or with written consent. All documents and data received from you, or on your behalf, become the property of CSS/NG and will not be returned, except for original licenses. You understand that if you violate any of these terms and conditions, company will be entitled to recover reasonable attorney's fees and costs in addition to other appropriate remedies including injunction, specific performance and/or damages. You represent and warrant that your execution of these terms of employment and performance of any assignment here-under will not violate any other contract, agreement that you are bound.

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STANDARDS OF SERVICE PERFORMANCE REQUIREMENTS

As a qualified and highly compensated employee, you will be responsible for all of your decisions and actions while on assignments. You agree to provide CSS/NG with ongoing information concerning the status of each work assignment as well as any problems or difficulties encountered. This would include any issues with the assignment, housing, travel, or pay. You understand that excessive tardiness, absenteeism, call-ins, poor attitude, insubordination, general uncooperative behavior, failure to comply with client and or CSS/NG policies, procedures, rules and regulations may be sufficient to cause your termination. While on assignment, you agree to observe relevant standards for your occupational specialty, the medical staff bylaws, schedules, rules of clients, any State or Federal requirements that apply to you, as well as company policies, guidelines and terms and conditions. You agree to maintain appropriate records, which remain the property of client. Records and other client property including, but not limited to, patient logs, facility manuals, etc., shall remain on the premise of the client and are confidential. It is CSS/NG requirement that You complete all necessary chart documentation prior to leaving each shift. All employees agree to abide by HIPPA guidelines and facility policies.

PERIOD OF TERMS AND CONDITIONS OF EMPLOYMENT

Terms and conditions of temporary employment are effective when executed. It does not commit CSS/NG to employ you in a temporary employment position only. You understand that you am/are an at-will employee and the position that you fill may be terminated at any time without notice. You also understand that you may terminate at any time without notice. You further understand that by signing this agreement You shall be considered a standby temporary employee and that you may be considered for employment at any time for one year beginning on the date of execution of this agreement. This standby agreement will automatically renew for an additional one-year period on each anniversary date. CSS/NG or you may terminate this agreement at any time upon 30-day written notice of intent to terminate to the other. In the event of termination of this Agreement, all restrictive provisions of this agreement will remain in full force and effect until both CSS/NG and employee have completed and fulfilled all their respective obligations under this agreement and any attachments to this agreement. CSS/NG reserves the right to terminate employment with or without cause within the guidelines of the Law.

YOU EMPLOYEE/EMPLOYEE CANDIDATE AGREE TO THE FOLLOWING

You agree to protect the privacy of all business and medical information relating to patients, members, employees and health care providers. You know the confidential information that you learn on the job does not belong to you and you have no right or ownership to it CSS/NG and or the contracting facility maintains the right to remove access at anytime. You will not misuse confidential information and will only access information necessary to do your job. You will not disclose any confidential information unless required to do so in the official capacity of your relationship, employment or contract with CSS/NG, and/or facility. You will not share, change or destroy any confidential information unless it is part of your job to do so. If any of these tasks are part of your job, You will follow the correct department procedure or the instructions of your supervisor and/or director (such as shredding confidential paper). If a demand from an oversight agency, law enforcement or government agency is made upon you from outside CSS/NG and or facility to disclose confidential information; You will document this by giving written notice to my supervisor and/or director. You will only print information from a facility and/or CSS/NG information system when necessary for a legitimate work related purpose. You are accountable for this information until it is properly filed or disposed of. If you have access to electronic equipment and/or records, you will keep your computer password secret and you will not share it with any unauthorized individual, you are accountable for this information until it is properly filed or disposed of. You understand that you have an obligation to report to CSS/NG Supervisor if you think someone is misusing confidential information or is using your password. You further understand that CSS/NG and/or facility will not tolerate any retaliation against you for making a report.

Signature: _____ Date: _____

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On termination of your employment, you will return to CSS/NG and/or facility all copies of documents containing CSS/NG and/or the facility's' confidential information or data in your possession or control. You will leave all facility materials and documents at the facility when you leave. You understand that failure to comply with this agreement may result in corrective action up to, and including, termination of employment or other relationships with CSS/NG and/or facility. You understand that you may also be subject to other remedies allowed by law. You understand that I must also comply with any laws.

DEFINITIONS

Company: "CSS/NG" "Nursing Group" "Company" or "CSS" or "we" or "us" or "our" or a "party" candidate (hereinafter referred to as "candidate" "employee" or "me" or "my" "you" or "I". Candidate "employee" "me" or "my" "you" or "I" A person who successfully completes all pre-employment testing and signs this agreement; thereby agreeing to comply with all the terms and conditions therein, who also maintains and provides to company proof of all the necessary credentials required by State and Federal Law and Company to be considered qualified to work in their chosen field. The Candidate ceases to be an employee at any time that any such credentials expire, are revoked or for any reason are deemed to be invalid, or proof of the current validity of such credentials is not supplied by candidate to company.

TRAVEL AGREEMENT

A document issued by CSS/NG detailing all the arrangements and details pertaining to each Travel Assignment, such as pay rate, travel destination, housing arrangements, travel method, etc. Each travel agreement becomes valid and binding when verbally offered by CSS/NG and verbally accepted by you. This will occur after the terms and conditions of employment is completed signed and the candidate is offered a position by CSS/NG. Each valid and binding travel agreement is attached hereto and becomes a part of this agreement by reference.

ADMINISTRATIVE STAFF

CSS/NG office personnel assigned to personally assist you with all aspects of each travel or local assignment. Contracting Party and or Client: A contracted customer of company, a facility, where you may be assigned to work. Employee: You become an employee at the time you begin your first shift. You agree to keep CSS/NG fully advised of any disciplinary or quality assurance proceedings involving you (e.g., flags by licensing boards, quality assurance committees, hospitals, and professional societies. Medicare or Medicaid, malpractice claims or lawsuits). You agree to promptly notify us in the event any such proceedings are pending or are instituted, whether or not they are related to work performed through CSS/NG.

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You agree you are also representing to CSS/NG that no such actions are pending and you have not been previously sanctioned except as specifically indicated in writing and attached hereto. If you become aware of an act or omission by you or by others that relates to your assignments through CSS/NG that could result in legal liability, You must notify CSS/NG immediately in order to protect both parties' interests. Early knowledge and evaluation of possible claims will often protect all from nuisance suits, and you agree to provide CSS/NG with written incident reports as requested by the CSS/NG Customer Service/Risk Management Team or corporate Counsel. Failure to advise CSS/NG of such incident(s) may increase your personal liability and adversely affect insurance coverage.

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IMPORTANT NOTICE

As a temporary employee you: agree to contact CSS/NG, Inc upon completion of assignments to make yourself available for reassignment; and, understand, that your failure to contact CSS/NG, may result in the denial of unemployment benefits. You agree to call and email the office minimum once per day for assignment status and or obtaining new assignments. You agree to provide your own personal transportation to and from your assignment at your own cost. You acknowledge that you have reliable transportation and understand CSS/NG does not provide any transportation to or from your assignment. By signing either physically or digitally these terms and conditions of employment. You acknowledge that you freely and voluntarily consent to payroll deductions, background checks, drug screens, licensure verification and any other verification required by law and all the terms, conditions, policies, provisions described/listed above and in the employee handbook. Since the information, policies, and benefits described here are necessarily subject to change, you acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices, and you understand that revised information may supersede, modify, or eliminate existing policies. Only the CSS/NG has the ability to adopt revisions to the policies and procedures in this handbook. Furthermore, you acknowledge this information is neither a contract of employment nor a legal document, and that **your employment is an at-will relationship** and not a contract for continued employment. You understand the employment relationship between the Company and you is based upon mutual consent **and can be terminated at any time** without advance notice or the requirement of cause. You also understand the Company has implemented a neutral policy which limits all leaves of absence exclusive of any statutorily protected leave. You acknowledge receipt of the Employee Handbook location to be reviewed/read. You acknowledge that you have read and understand the Employee Handbook and the **Rules of Conduct** contained herein. In consideration of your employment, continued employment, or affiliation with the Company, you agree to abide by the rules, regulations, guidelines, policies and procedures of the Company, **written and unwritten, and all rules of employment**, included those stated in the Employee Handbook, and any revisions made to the Handbook. Location of employee handbook is at www.nursinggroup.com forms page password forms2016

Confidentiality, Non-Competition and Non-Solicitation Agreement

This Confidentiality, Non-Competition, and Non-Solicitation Agreement (“Agreement”) is made between (the “Employee” or “you” or “Employee Candidate”) and Clinical Staff Support, Inc. & Nursing Group, Inc. , both Texas Corporations, along with its subsidiaries, parents, joint ventures, affiliated entities, and includes its successors and assigns or any such related entities (the “Company”). In consideration defined in section below, both parties agree as follows:

Consideration

In consideration of the Employee’s execution of this Agreement, you shall hold the position of an at-will employee of Clinical Staff Support, Inc. & Nursing Group, Inc. and shall receive future wages and employment benefits, payment of which during the period of your employment is a condition of this Agreement. You acknowledge the receipt and sufficiency of this consideration.

Restrictive Covenants Definitions

“Business of the Company” means the highly competitive business of providing temp, temp to hire, temp to permanent staffing positions. “Competitive Business(es)” include any firm, partnership, joint venture, corporation and/or any other entity and/or person and/or any licensee of such entity, that provides, markets, distributes, and/or sells any of the services.

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Your “Job Description” are those duties described in your Job Description, as well as those duties as may from time- to-time reasonably be prescribed by the Company during the period of your employment with the Company.

“Customers” means any firm, partnership, corporation and/or any other entity and/or person that purchased or purchases services from the Company.

“Customer Prospects” means any firm, partnership, corporation and/or any other entity and/or person reasonably expected by the Company to purchase services from the Company any of the services.

“Vendors” means any individual and/or entity that provides goods and services to the Company.

“Material Contact” means personal contact or the supervision of the efforts of those who have direct personal contact with Customers, Customer Prospects, or Vendors in an effort to initiate or further a business relationship between the Company and such Customers, Customer Prospects, or Vendors.

“Confidential Information” means information about the Company and its Customers, Customer Prospects, and/or Vendors that is not generally known outside of the Company, which you will learn of in connection with your employment with the Company. Confidential Information may include, without limitation: (1) the terms of this Agreement, except as necessary to inform a subsequent employer of the restrictive covenants contained herein and/or your attorney, spouse, or professional tax adviser only on the condition that any subsequent disclosure by any such person shall be considered a disclosure by you and a violation of this Agreement; (2) the Company’s business policies, finances, and business plans; (3) the Company’s financial projections, including but not limited to, annual sales forecasts and targets and any computation(s) of the market share of Customers and/or Customer Prospects; (4) sales information relating to the Company’s product roll-outs; (5) customized software, marketing tools, and/or supplies that you will be provided access to by the Company and/or will create; (6) the identity of the Company’s Customers, Customer Prospects, and/or Vendors (including names, addresses, and telephone numbers of Customers, Customer Prospects, and/or Vendors); any list(s) of the Company’s Customers, Customer Prospects, and/or Vendors; (8) the account terms and pricing upon which the Company obtains products and services from its Vendors; (9) the account terms and pricing of sales contracts between the Company and its Customers; (10) the proposed account terms and pricing of sales contracts between the Company and its Customer Prospects; (11) the names and addresses of the Company’s employees and other business contacts of the Company; and (12) the techniques, methods, and strategies by which the Company develops, manufactures, markets, distributes, and/or sells any of the products described in this agreement.

“Territory” means the area defined within a seventy-five mile radius of any contracted facility.

“Trade Secrets” means Confidential Information, which meets the additional requirements of the Trade Secrets Act and/or under any other applicable law.

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“Proprietary Rights” means any and all inventions, discoveries, developments, methods, processes, compositions, works, supplier and customer lists (including information relating to the generation and updating thereof), concepts, and ideas (whether or not patent-able or copyright-able) conceived, made, developed, created, or reduced to practice by you (whether at the request or suggestion of the Company or otherwise, whether alone or in conjunction with others, and whether during regular hours of work or otherwise) during your employment, which may be directly or indirectly useful in, or related to, the Business of the Company or any business or products contemplated by the Company while you are an employee, officer, or director of the Company.

You agree that your work for the Company will bring you into close contact with many of the Company’s Customers, Customer Prospects, Vendors, Trade Secrets, and Confidential information. You further agree that the covenants in this are reasonable and necessary to protect the Company’s legitimate business interests and its Customer, Customer Prospect, and/or Vendor relationships, Trade Secrets, and Confidential Information.

You agree to faithfully perform the duties assigned to you and will not engage in any other employment or business activity while employed by the Company that might interfere with your full-time performance of your duties for the Company or cause a conflict of interest.

You agree to abide by all of the Company’s policies and procedures, which may be amended from time-to-time. You further agree that, due to your position, your engaging in any activity that may breach this Agreement will cause the Company great, immediate, and irreparable harm.

DUTY OF CONFIDENTIALITY

You agree that during your employment with the Company and for a period of five (5) years following the termination of such employment for any reason, you shall not directly or indirectly divulge or make use of any Confidential Information outside of your employment with the Company (so long as the information remains confidential) without the prior written consent of the Company. You shall not directly or indirectly misappropriate, divulge, or make use of Trade Secrets for an indefinite period of time, so long as the information remains a Trade Secret as defined by the GTSA and/or any other applicable law. You further agree that if you are questioned about information subject to this agreement by anyone not authorized to receive such information, you will notify the Company within 24 hours. You acknowledge that applicable law may impose longer duties of non-disclosure, especially for Trade Secrets, and that such longer periods are not shortened by this Agreement.

RETURN OF CONFIDENTIAL INFORMATION AND COMPANY PROPERTY

You agree to return all Confidential Information and/or Trade Secrets within three (3) calendar days following the termination, separation, resignation of your employment for any reason. To the extent you maintain Confidential Information and/or Trade Secrets in electronic form on any computers or other electronic devices owned by you, you agree to irretrievably delete all such information and to confirm the fact of deletion in writing within three (3) calendar days following termination of employment with the Company for any reason. You also agree to return all property in your possession at the time of the termination of the employment with the Company, including but not limited to all documents, records, tapes, and other media of every kind and description relating to the Business of the Company and its Customers, Customer Prospects, and/or Vendors, and any copies, in whole or in part, whether or not prepared by you, all of which shall remain the sole and exclusive property of the Company.

Signature: _____ Date: _____

By signing my name above either digitally or manually, I certify that I have read understand and agree to comply with the policy. My signature certifies my understanding of the above policy and agreement with the above policy. I agree if I do not follow the policy this is cause for disciplinary action up to which may include immediate termination.

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PROPRIETARY RIGHTS

Proprietary Rights shall be promptly and fully disclosed by you to the Company's General Counsel and shall be the exclusive property of the Company as against you and your successors, heirs, designated person, legatees and assigns. You hereby assign to the Company your entire right, title, and interest therein and shall promptly deliver to the Company all papers, drawings, models, data, and other material relating to any of the foregoing proprietary rights conceived, made, developed, created or reduced to practice by you as aforesaid. All copyright proprietary rights shall be considered "works made for hire." You shall, upon the Company's request and at its expense, execute any documents necessary or advisable in the opinion of the Company's counsel to assign, and confirm the Company's title in the foregoing Proprietary Rights and to direct issuance of patents or copyrights to the Company with respect to such Proprietary Rights as are the Company's exclusive property as against you and your successors, heirs, legatees and assigns under this Section or to vest in the Company title to such Proprietary Rights as against you and your successors, heirs, designated person, legatees and assigns, the expense of securing any such patent or copyright, however, to be borne by the Company.

NON-COMPLETION

You covenant and agree that, during the term of your employment with the Company and for twelve (12) months after the termination thereof, regardless of the reason for the employment termination, you will not, directly or indirectly, anywhere in the Territory, on behalf of any Competitive Business perform the same or substantially the same Job Duties.

NON-SOLICITATION OF CUSTOMERS, CUSTOMER PROSPECTS, AND VENDORS

You also covenant and agree that during the term of your employment with the Company and for twelve months after the termination thereof, regardless of the reason for the employment termination, you will not, directly or indirectly, solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors with whom you had Material Contact during the last two (2) years of your employment with the Company.

NON-SOLICITATION OF EMPLOYEES

You also covenant and agree that during the term of your employment with the Company and for twelve (12) months after the termination thereof, regardless of the reason for the employment termination, you will not, directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any non-clerical employee of the Company with whom you had personal contact or supervised while performing your Job Duties, to terminate their employment relationship with the Company.

AT-WILL STATE

You acknowledge and agree that nothing in this Agreement is a guarantee or assurance of employment for any specific period of time. Rather, you understand that you are an at-will employee and that the Company may terminate your employment at any time for any and or no reason. You are similarly free to resign at any time for any reason.

Signature: _____ Date: _____

By signing my name above either digitally or manually, I certify that I have read understand and agree to comply with the policy. My signature certifies my understanding of the above policy and agreement with the above policy. I agree if I do not follow the policy this is cause for disciplinary action up to which may include immediate termination.

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GOVERNING LAW AND REMEDIES

In addition to any other remedies at law or in equity it may have, each party shall be entitled to seek equitable relief, including injunction relief and specific performance, in connection with a breach of the provisions of this Agreement. The parties acknowledge and agree that they are bound by their arbitration obligations under Exhibit A attached hereto, which the parties also hereby agree to execute contemporaneously and is an integral part of this Agreement. The parties agree and acknowledge that all provisions of this Agreement shall be governed by and construed in accordance with the laws of the State you work in exclusively and without reference to principles of conflict of laws. The Federal Arbitration Act ("FAA") will supersede state laws to the extent inconsistent. The Arbitrator(s) shall have no authority to apply the law of any other jurisdiction.

CONSTRUCTION OF AGREEMENT

The covenants contained herein shall be presumed to be enforceable, and any reading causing unenforceable shall yield to a construction permitting enforcement. If any single covenant or clause shall be found unenforceable, it shall be severed and the remaining covenants and clauses enforced in accordance with the tenor of the Agreement. In the event the Arbitrator(s) should determine not to enforce a covenant as written due to over breadth, the parties specifically agree that said covenant shall be modified and enforced to the extent reasonable, whether said modifications are in time, territory, or scope of prohibited activities.

YOU UNDERSTAND THAT BY SIGNING THIS AGREEMENT YOU ARE GIVING UP YOUR RIGHT TO A JURY TRIAL FOR THIS ENTIRE AGREEMENT

This Agreement, which may or may not include Exhibit A, B or C, represents the entire understanding between, Clinical Staff Support Inc. & Nursing Group, Inc., and you on the matters addressed herein and may not be modified, changed or altered by any promise or statement by any staff member of either Clinical Staff Support, Inc. or Nursing Group, Inc. other than in writing signed by you and an authorized representative of Clinical Staff Support, Inc. or Nursing Group, Inc. The waiver by the Company Clinical Staff Support, Inc. & Nursing Group, Inc. of a breach of any provision of this Agreement by any employee shall not be construed as a waiver of rights with respect to any subsequent breach by you. You acknowledge that you have carefully read and understand the provisions of this agreement, and understand that you have the right to seek independent advice at your expense or to propose modifications prior to signing the agreement and have negotiated proposed modifications to the extent you deemed necessary. Nothing contained in this agreement creates a contractual right to a continued employment for a definite term. You represent and warrant that you have entered into this agreement voluntarily and after consulting with whomsoever you wished.

ARBITRATION CLAUSE

In consideration of the benefits described in the Confidentiality, Non-Competition, and Non-Solicitation Agreement executed by (the "Employee" or "you" or "employee candidate" or applicant) Clinical Staff Support, Inc., and Nursing Group, Inc both Texas Corporations, , along with its subsidiaries, parents, joint ventures, affiliated entities, and includes its successors and assigns or any such related entities (the "Company") on the same date hereto and into / -*/z which this Exhibit A is incorporated, ("Agreement"),

Signature: _____ Date: _____

By signing my name above either digitally or manually, I certify that I have read understand and agree to comply with the policy. My signature certifies my understanding of the above policy and agreement with the above policy. I agree if I do not follow the policy this is cause for disciplinary action up to which may include immediate termination.

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Clinical Staff Support, Inc., and Nursing Group, Inc, and you hereby agree that any controversy or claim arising under federal, state and local statutory or common or contract law between the Company and you involving the construction or application of any of the terms, provisions, or conditions of the Agreement, including, but not limited to, breach of contract, tort, and/or fraud, must be submitted to arbitration on the written request of either party served on the other. Arbitration shall be the exclusive forum for any such controversy. For example, if the Company and you have a dispute concerning the interpretation or enforceability of one or more restrictive covenants, the parties will resolve the dispute exclusively through arbitration. The Arbitrator’s decision shall be final and binding on both parties. If any claim or cause of action at law or in equity is filed by either party in any state or federal court which results in arbitration being compelled and/or the claim or cause of action being dismissed, stayed, and/or removed to arbitration pursuant to this Agreement, the party who instituted the claim or cause of action in state or federal court, either wholly or in substantial part, shall, at the discretion of the Arbitrator(s), reimburse the respondent for its reasonable attorneys’ fees, costs, and necessary disbursements to the extent permitted by law, in addition to any other relief to which it may be entitled, related to the state or federal court claim or action. Excluding the initial filing fee, which shall be borne by the claimant, the cost of arbitration shall be borne by the Company, unless the Arbitrator determines that any claim(s) brought by you was/were wholly frivolous or fraudulent. If an arbitration or any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party, either wholly or in substantial part, shall, at the discretion of the Arbitrator, be entitled to its reasonable attorneys’ fees, costs, and necessary disbursements to the extent permitted by law, in addition to any other relief to which it may be entitled. If the Employee or Company submits any controversy or claim to arbitration, the arbitration will be conducted in Austin, Texas and all claims shall be submitted to and administered by the company to be determined in Austin, Texas. The arbitration shall comply with and be governed by the American Arbitration Association Commercial Arbitration Rules (“Rules”) effective as of the execution date below; to the extent such Rules are not contrary to the express provisions of this Agreement. The parties also agree that the American Arbitration Association Optional Rules for Emergency Measures of Protection (“Emergency Rules”) shall apply to proceedings brought by either party. The above Rules and Emergency Rules can be found at the following page of the American Arbitration Association’s website. You acknowledge that you should read these Rules and Emergency Rules and that it is your responsibility to be familiar with them prior to signing the Agreement. If you are unable to access the Rules and/or Emergency Rules at the above website, you can request a copy of them from a Company official prior to signing the Agreement. The parties agree and acknowledge that all provisions of this Agreement shall be governed by and construed in accordance with the laws of the State you work in and the laws in which the employee or candidate lives exclusively and without reference to principles of conflict of laws. The Federal Arbitration Act (“FAA”) will supersede state laws to the extent inconsistent. Any claims involving the construction or application of this Agreement must be submitted to arbitration within the statute of limitations period for such claim(s) under Texas state law and shall be dismissed if the statute of limitations period is not met. The Arbitrator(s) shall have no authority to apply the law of any other jurisdiction. The dispute shall be heard and determined by one Arbitrator, unless both parties mutually consent in writing signed by you and an authorized representative of Company to a panel of three (3) Arbitrators. Unless both parties mutually consent otherwise, the parties agree and request that the Arbitrator(s) issue a reasoned award in accordance with Commercial Arbitration Rule.

Signature: _____ Date: _____

By signing my name above either digitally or manually, I certify that I have read understand and agree to comply with the policy. My signature certifies my understanding of the above policy and agreement with the above policy. I agree if I do not follow the policy this is cause for disciplinary action up to which may include immediate termination.