

Welcome; Intended Audience

Welcome, and thanks for visiting CareSwitch (CareSwitch, Inc. or as used herein: “CareSwitch”, “We”, “Our”, or “Us”). When You (“You” individually or the entity that You represent) use our website (the “Site”) or the CareSwitch recruiting service (collectively, the “Service”), you are agreeing to our terms, so please take a few minutes to review the Terms of Service (the “Agreement”) Below.

By accessing the Service you agree to be bound by this Agreement, and any additional terms referenced herein, including our applicable Privacy Policy which sets out the terms in which we process any Personal Data collected from You, or provided to Us. By using our Service, you consent to such processing and warrant that all data provided by you is accurate, current and complete. If you do not agree to this Agreement and the Privacy Policy, and any other referenced agreements or documentation, you must not access the Service. In Agreeing, you also represent that you are legal age to form such Agreement, have the authority to bind Yourself or the company You represent, and have disclosed all information to CareSwitch as necessary to perform the Services, including the name of all companies you are associating with. The Service is intended for adults only, and not intended for any children under the age of 18. Capitalized terms used in this Agreement are as defined throughout this Agreement.

1. Registration

In registering for an account on the Site, you agree to (1) provide true, accurate, current, and complete information about yourself as prompted by the Service registration form (“Registration Data”), and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You are responsible for all activities that occur under your account whether performed by You or a third party. If you provide any Content (“Content” means any information that you post, transmit or submit through our Service) that is untrue, inaccurate, not current, or incomplete, or CareSwitch has reasonable grounds to suspect that such Content is untrue, inaccurate, not current or incomplete, CareSwitch has the right to suspend or terminate your account and refuse any and all current or future use of the Site and/or Service. You agree not to create an account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one account. You agree not to create an account or use the Site or Service if you have been previously removed by CareSwitch, or if you have been previously banned from the Site or Service.

2. Your Responsibilities

You are responsible for your use of the Site and Service and for any use of the Site or Service made using your account. You agree not to access, copy, or otherwise use the Site or the Service, including our intellectual property and trademarks, except as authorized by this Agreement or as otherwise authorized in writing by CareSwitch. Remember when using CareSwitch we ask you to act reasonably and responsibly with others, within the bounds of decency and in compliance with all

applicable laws. We may suspend or terminate your access to the Service if you violate, or we suspect that you are violating, any of the terms and conditions of this Agreement or any applicable laws. Your continued access to our Site and use of our Service are contingent on your agreement to act in a proper manner. When using our Site and Service you agree that you will not (1) copy, distribute, or disclose any part of the Site, including by way of automated or non-automated “scraping” (2) use any automated systems including “robots” and “spiders” (3) interfere with or compromise our systems’ integrity or decipher any server transmissions (4) impose any unreasonably large load on our infrastructure (5) upload viruses, worms, or invalid data to the Service (6) collect or retain any personally identifiable information contained in the Service (7) access the Service by any means other than authorized herein, including virtual private networks which are expressly forbidden (8) stalk, harass, bully or harm others (9) impersonate any person or entity (10) hack, spam, phish, or otherwise provide untruthful, false, fraudulent, manipulative, or inflammatory content

For more specific details on your responsibilities please see either the Candidate Specific Terms (“Candidate” means users who are seeking employment and/or contractor opportunities through CareSwitch) or Client Specific Terms (“Client” means a company or individual interested in hiring, or appointment Candidates).

If you engage a Candidate and the Candidate works in a country other than the country in which the office through which you engaged the Candidate is located, with regard to that Candidate you will be bound by the Terms of Service and Privacy Policy in the geographical region in which the

Candidate works set forth in the geographic specific provisions.

3. Third Party Agents

You may permit third party agents to access, use and/or operate the Service on Your behalf (“Third Party Agents”) for the sole purpose of delivering services to You, provided that You will be fully responsible for Your Third Party Agents’ compliance with terms and conditions of this Agreement and any breach of this Agreement by a Third Party Agent shall be deemed to be a breach by You.

4. Third Party Services

CareSwitch may provide to You, or provide Your Content to, certain third party services or third party service providers (collectively, “Third Party Service(s)”) which may provide to You links to sites, job postings, email and telephone correspondence and other offers outside of the CareSwitch network. Such Third Party Services are provided “AS IS” without indemnification, support, or warranty of any kind, and this Agreement does not apply to your use of any such provided Third Party Services. You are responsible for evaluating whether you want to access or use such Third Party Services, and, in certain circumstances where required or applicable, may opt-out from such Third Party Services available outside of the CareSwitch network, or may choose to not utilize such Third Party Services at any time. We reserve the right to suspend Third Party Services at any time. You should review any applicable terms and/or privacy policies

of a Third Party Service before using it or sharing any information with it, because you may give the operator permission to use your information outside of what You have agreed to herein. CareSwitch is not responsible for, nor endorses any features, content, advertising, products or other materials on or available from such Third Party Services.

For additional information regarding how CareSwitch and these Third Party Services use your data, please refer to CareSwitch's Privacy Policy.

5. Batch And Request Process

5.1. General

CareSwitch does not act as an agent for the purposes of the Request process. CareSwitch merely provides Candidates a location and the software tools to enable them to find and connect with Clients. Candidates and Clients are solely responsible for any issues arising from the use of the CareSwitch batch software or their use of Service. Any agreements created between a Client and a Candidate are not binding on us. We are not liable for, or obligated to enforce, any agreements between a Client and a Candidate. You will not consider CareSwitch, nor will CareSwitch be construed as, a party to such transactions, whether or not CareSwitch receives some form of remuneration in connection with the transaction, and CareSwitch will not be liable for any costs or damages arising out of or related to such transaction. No contractual obligations are created for either the Candidate or the Client

through the use of the Service. The Candidate is not obligated to accept the highest Request or any Request at all.

Additionally, Requests submitted by a Client to a Candidate through the Request process are not binding on the Client. At the end of the Request process the Candidate may choose which Client, if any, he or she wishes to contact.

5.2 Client Specific Process

For more specific details on Batch and Request process please see the Client Specific Terms.

5.3. Candidate Specific Process

For more specific details on Batch and Request process please see the Candidate Specific Terms.

6. Payments And Refunds

6.1. For Clients

For more specific details on Payments and Refunds please see the Client Specific Terms.

6.2. For Candidates

For more specific details on Payments and Refunds please see the Candidate Specific Terms.

6.3. For Contractor Engagement

For more specific details on Payments and Refunds please see the Contractor Specific Terms.

6.4. Changes In Fees And Billing Methods

CareSwitch reserves the right at any time to change its fees (including to begin charging for services that it is currently providing free of charge) and billing methods, either immediately upon posting on the Site or by email delivery to you.

7. Limitations On Liability

CareSwitch is not liable for (1) any content posted by Clients or Candidates on our Site or Service; (2) contracts, contractual obligations, or other obligations that may arise from an employment, contractor, or other relationship between Client and Candidate; (3) any review of content posted on our Site or Service; (4) any damages that result through the use of our Service; (5) any negative or critical comments that may be posted by Client, Candidate, or other third party through the Service; or (6) any of the Third Party Service(s) you may be provided pursuant to your use of the Service.

We are not required to or under any obligation to review, screen, edit, monitor or remove any content posted on our Site, although we reserve the right to do so, and to take any other

action, in CareSwitch's discretion, with or without notice, to prevent any violation, enforce any provision, or rectify any alleged violations of this Agreement or any applicable law.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL CARESWITCH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SITE AND/OR SERVICE, WHETHER OR NOT CARESWITCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE OR SERVICE, ON ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT INCLUDING NEGLIGENCE, OR HOWSOEVER OTHERWISE) ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM (1) THE USE OR INABILITY TO USE THE SITE AND/OR SERVICE; (2) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE AND/OR SERVICE; OR (3) ANY OTHER MATTER RELATED TO THE SITE AND/OR SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL CARESWITCH BE LIABLE TO A CANDIDATE, (REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) FOR MORE THAN THE GREATER OF (1) THE SUCCESS FEE PAID BY THE CANDIDATE'S EMPLOYER (A CLIENT), OR (2) \$100, AS A

RESULT OF THE CANDIDATE'S USE OF THE SITE AND/OR SERVICE. IN NO EVENT WILL CARESWITCH BE LIABLE TO A CLIENT FOR MORE THAN THE SUCCESS FEES PAID BY THE CLIENT FOR THE TWELVE MONTH PERIOD PRECEDING THE DATE ON WHICH CLIENT FIRST ASSERTS A CLAIM ARISING OUT OF OR RELATED TO AN EMPLOYMENT OFFER OR CONTRACTOR OFFER MADE BY CLIENT TO A CANDIDATE.

THE LIMITATIONS OF THIS SECTION WILL NOT APPLY TO ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

7.1. Further Limitations

Our licensors and service providers will have no liability of any kind under this Agreement. You may not bring any claim under this Agreement more than eighteen (18) months after the cause of action arises.

8. Confidentiality

8.1. Confidential Information

Means non-public technical, business or other information or materials disclosed or otherwise made available by one party in connection with the Service that are in tangible form and labeled "confidential" or the like, or are provided under circumstances reasonably indicating their confidentiality. Our

Confidential Information includes: (1) Login Credentials; and (2) any information or materials relating to the Service. Your Confidential Information does not include Your Content.

8.2. Protection

A party may use Confidential Information of the other party solely to exercise its rights and perform its obligations under this Agreement or as otherwise permitted under this Agreement. Each party will disclose the Confidential Information of the other party only to the employees, service providers or contractors of the recipient party who have a need to know the Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than each party's duty under this Agreement. Each party will use reasonable care to protect the confidentiality of the other party's Confidential Information.

8.3. Exceptions

The recipient's obligations under this Section with respect to any Confidential Information will terminate if the recipient can show by written records that the information: (a) was already rightfully known to the recipient at the time of disclosure by the other party; (b) was disclosed to the recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; (c) is, or through no fault of the recipient has become, generally available to the public; or (d) was independently developed by the recipient without access to, or use of, discloser's Confidential Information. The recipient may disclose Confidential Information to the extent the

disclosure is required by law or regulation or the listing rules of any stock exchange. The recipient will provide the other party notice, when practicable, and will take reasonable steps to contest and limit the scope of any required disclosure.

8.4. Continuing Obligations

You agree to keep all information gained from using our Site confidential; you agree that (1) you will use any content submitted by Candidates or Clients in accordance with applicable privacy and data protection laws; (2) you will not disclose the names or identities of any Candidates; AND (3) you will take appropriate physical, technical and administrative measures to protect content you obtain through use of the Site and/or Service from loss, misuse, unauthorized access, disclosure, alteration or destruction. You also agree not to post, publicly or privately disclose or disseminate any job offers, or contractor opportunities which you become aware of through our Site or Service.

9. Intellectual Property Rights

The design of the Service along with CareSwitch created text, scripts, graphics, interactive features and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to CareSwitch, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. CareSwitch reserves all rights in and to the Service and the Site. You agree to not engage in the use, copying, or distributing any content contained within the

Site or through the Service unless we have given you express written permission to do so.

10. Licensing To CareSwitch

You hereby grant to CareSwitch and its owners, affiliates, representatives, licensees, licensors and assigns (the “CareSwitch Parties”) a non-exclusive, fully-paid, royalty-free, world-wide, universal, transferable license to: (1) display, publicly perform, distribute, store, broadcast, transmit and reproduce your logo(s), service marks, trademarks and trade names through the Site, the Service and/or any other medium currently invented or invented in the future; and (2) display, publicly perform, distribute, store, broadcast, transmit, reproduce, modify, prepare derivative works and otherwise use and reuse all or any part of the Content and anything we may make with the Content through the Site, the Service and/or any other medium currently invented or invented in the future.

Further, you waive and agree never to assert any and all moral rights in and to all of the materials licensed in this Section. We reserve the right to display advertisements in connection with the Content. We are not required to host, display, or distribute any of the Content and we may refuse to accept or transmit the Content, and may remove or delete all or any portion of the Content from CareSwitch at any time. By submitting any Content to us, you hereby represent and warrant that you own all rights to the Content or, alternatively, that you have the right to give us the license described above. Finally, you represent and warrant that the Content does not infringe on the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party. You understand that when

using the Site and/or the Service you will be exposed to content from a variety of sources, and that CareSwitch is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such content, and that such content is not the responsibility of CareSwitch. You further understand and acknowledge that you may be exposed to content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against the CareSwitch Parties with respect thereto, and agree to indemnify and hold the CareSwitch Parties harmless to the fullest extent allowed by law regarding all matters related to your use of the Site.

11. Disclaimer Of Warranties

THE SITE AND SERVICE ARE PROVIDED TO YOU AS IS. CARESWITCH PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

THE CARESWITCH PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SITE AND/OR SERVICE WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE SITE AND/OR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF

THE SITE AND/OR SERVICE WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN THE SITE AND/OR SERVICE WILL BE CORRECTED.

YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE AND/OR SERVICE.

IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE, THEN THE FOLLOWING APPLIES. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED PROVISION.

12. Indemnity

You agree to defend and indemnify the CareSwitch Parties from and against any third party claim, including reasonable

attorney's fees, court costs, settlements, and disbursements, from or relation to (a) Your Content (b) Your use of the Service (c) Your violation of any term of this Agreement (d) Your violation of any third party rights, including privacy rights, (e) your violation of law or your users (f) use of any services provided by Third Party Service Providers (g) any findings that the CareSwitch Parties are employers or related employers of any Candidate, contractor employed, or retained by a Client. You may not settle or compromise any Infringement Claim without our prior written consent.

13. General

13.1. Communications Decency Act

CareSwitch asks that you please be respectful when communicating with others through the Service. CareSwitch is and will not be liable for any content posted on our Site. CareSwitch may, but has no obligation to, monitor or review any content on the Site. Although we may choose to edit or delete any content we determine to be defamatory, we are not required to, and reserve all defenses for such content made available to us by Section 230 of the Communications Decency Act, the First Amendment to the Constitution of the United States of America, and any other applicable laws, rules, regulations

13.2. DMCA Notices

We take copyright infringement very seriously, and we have

registered a Registered Copyright Agent with the United States Copyright Office, which limits our liability under the Digital Millennium Copyright Act. It is our policy to terminate the account of any user who repeatedly infringes copyright upon prompt notification to CareSwitch by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Site and/or Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the material that you claim is infringing and a description of the location on the Site and/or Service of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for the Company's Copyright Agent for notice of claims of copyright infringement is as follows: e-mail: legal@careswitch.com.

13.3. Compliance and Choice Of Law

Each party will comply with all laws applicable to the actions contemplated in this Agreement, including all local, state, and federal regulations and export control laws. Subject to local

laws requiring application of another law(s), this Agreement shall be governed by and interpreted in accordance with the laws of the United States, specifically the state of California, without giving effect to any principles that provide for the application of the law of another jurisdiction.

13.4. Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY.

Any dispute (including whether the claims asserted are arbitrable) shall be referred to and finally determined by binding and confidential arbitration. Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from the American Arbitration Association (“AAA”). The arbitration will be governed by the AAA’s Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively “Rules and Procedures”). Each party shall bear its own costs (including attorney fees) and disbursements arising out of the arbitration. Notwithstanding the foregoing, the Company may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.

You are thus **GIVING UP YOUR RIGHT TO GO TO COURT** to assert or defend your rights. Your rights will be determined by a **NEUTRAL ARBITRATOR** and **NOT** a judge or jury. You are entitled to a **FAIR HEARING**, **BUT** the arbitration procedures

are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

You and CareSwitch must abide by the following rules: (1) ANY CLAIMS BROUGHT BY YOU OR CARESWITCH MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; AND (2) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF.

The arbitrator will not have authority to award damages in excess of the amount, or other than the types, allowed by Section 7 of this Agreement. Judgment on the award of the arbitrator may be entered by any court of competent jurisdiction. The arbitrator also shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief it deems just and equitable and within the scope of the Agreement, including, without limitation, an injunction or order for specific performance. The arbitration award shall be final and binding upon the parties without appeal or review except as permitted by California law or United States federal law.

For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

13.5. Force Majeure

You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

13.6. Severability; Headings

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it. If two or more provisions of this Agreement are deemed to conflict with each other's operation, CareSwitch shall have the sole right to elect which provision remains in force. Headings in this Agreement are for reference purposes only and will not be used in its construction and/or interpretation.

13.7. Non-waiver

We reserve all rights permitted to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or the any applicable law will not be construed as

our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

13.8. Termination

We may suspend the Service or your account or any other provision of services to you, and we may terminate this Agreement, at our discretion without explanation and notice, though we will strive to provide a timely explanation in most cases. In the event of your breach of any terms or obligations contained in the preamble, the body of this Agreement, the Geographic Specific terms, Client Specific Terms, Candidate Specific, our Privacy Policy, payment terms or obligations, or any other policy, or general terms, with respect to the use of the Service, we will notify you of such breach, and in the event the breach can be cured, provide you thirty (30) days to cure such breach. If such breach remains uncured, we will terminate this Agreement with you as set forth herein. If you wish to terminate this Agreement, you may do so by notifying CareSwitch at any time and closing your account for the Service. Your notice should be sent in writing, in accordance with Section 13.10 "Notice" below. Termination of the Agreement may result in the immediate deletion of any or all of the Content. CareSwitch will not have any liability whatsoever to you for any suspension or termination, including for deletion of the Content. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, success fee provisions, warranty disclaimers, indemnity and limitations of liability.

13.9. Assignment

You may not sell, transfer, or assign your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion.

13.10. Notice

Where CareSwitch requires that you provide an e-mail address, you are responsible for providing CareSwitch with your most current e-mail address. In the event that the last e-mail address you provided to CareSwitch is not valid, or for any reason is not capable of delivering to you any notices required or permitted by this Agreement, CareSwitch's dispatch of the e-mail containing such notice will nonetheless constitute effective notice.

13.11. Entire Agreement

The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

13.12. Electronic Communications

The communications between you and CareSwitch use electronic means, whether you visit the Site or the Service or

send CareSwitch e-mails, or whether CareSwitch posts notices on the Site or Service or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from CareSwitch in an electronic form; and (2) agree that all terms, conditions, agreements, notices, disclosures, and other communications that CareSwitch provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing. The foregoing does not affect your statutory rights.

13.13 California Users And Residents

Pursuant to California Civil Code Section 1789.3, any questions about pricing, complaints, or inquiries about CareSwitch must be addressed to our agent for notice. Lastly, California users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

13.14 Modifications

PLEASE NOTE THAT THIS AGREEMENT IS SUBJECT TO CHANGE BY CARESWITCH IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, we will make a new copy of the Agreement available at the Site. We will also update the “Last Revised” date at the top of the Agreement. If we make any material changes, and you have registered to use the Service, we may also send an e-mail to you at the last e-mail address

you provided to us pursuant to this Agreement. Any changes to the Agreement will be effective immediately for new users of the Site or Service and will be effective thirty (30) days after posting notice of such changes on the Site for existing users, provided that any material changes shall be effective for users who have a registered account on the Site ("Registered Users") upon the earlier of thirty (30) days after posting notice of such changes on the Site or thirty (30) days after dispatch of an e-mail notice of such changes to Registered Users. CareSwitch may require you to provide consent to the updated Agreement in a specified manner before further use of the Site or the Service is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Site and/or the Service. Otherwise, your continued use of the Site and/or Service constitutes your acceptance of such change(s). YOU AGREE TO REGULARLY CHECK THE SITE TO VIEW THE THEN-CURRENT TERMS OF SERVICE.

14. Client Specific Terms

14.1. Description of Service For Clients

As a Client, you have the opportunity to find qualified talent and reduce the costs involved with hiring and retaining such talent. You may submit interview requests ("Requests") for Candidates on our Service that you feel may be a fit for your company. However, these Requests are non-binding and do not create a binding contract. A Success Fee (as defined in Section 14.4 below) will only be collected from you in accordance herein after you have successfully hired a Candidate. YOU UNDERSTAND

THAT CARESWITCH DOES NOT INQUIRE INTO THE BACKGROUNDS OF ITS USERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS USERS (ALTHOUGH IT RESERVES THE RIGHT TO CONDUCT ANY BACKGROUND CHECK OR OTHER SCREENINGS AT ANY TIME USING AVAILABLE PUBLIC RECORDS). YOU AGREE TO (1) CONDUCT ANY BACKGROUND CHECKS, REFERENCE CHECKS, OR OTHER DUE DILIGENCE THAT YOU MAY REQUIRE BEFORE ENGAGING CANDIDATE, AND (2) COMPLY WITH ALL LAWS AND REGULATIONS RELATING TO THE INTENDED CONTRACT OF ANY CANDIDATE."

14.2. Registration For Client

In order to use CareSwitch as a Client you must also register. Registration is free. When registering we may ask you for additional information related to your company and the types of Candidates you are looking for. We may also allow you to use a third party service such to register. We will review the information that you provided to us during the registration process and any other information that is publicly available. We reserve the right, in our sole discretion, to accept or reject your registration to use our Site and Service. If your registration is accepted, you will be allowed to engage with, and make Requests to, Candidates that have posted their profiles on CareSwitch.

14.3. Batch Process - Client's Role

"Batches" mean periodic processes offered by the Service that Candidates will use to find new career opportunities. The

Batches do not create any contractual obligation between Candidates or Clients. Batches merely allow Candidates to meet Clients who may be interested in hiring them.

After a Client's registration has been accepted by us, the Client will be able to browse the Candidates on our Site, communicate anonymously with these Candidates, and submit preliminary non-binding Requests in response to batches conducted by Candidates. If a Client hires a Candidate from our Site, the Client will owe CareSwitch a Success Fee (as defined in Section 14.4 below).

Once a Client has discovered a Candidate on our Site or Service, the Client agrees to communicate exclusively with the Candidate through our Site and Service for the duration of the pre-batch, batch and Request process. The Client and the Candidate may use other means of communication during the hiring process. The Client agrees not to attempt to circumvent our Site and Service by independently attempting to communicate and hire the Candidate through alternative means after discovering the Candidate on our Site or Service.

14.4. Success Fees

For purposes of this Agreement, "Success Fee" shall refer to both Upfront Success Fees and Monthly Success Fees, as applicable and pursuant to CareSwitch's then-current prevailing list price. Client agrees to pay the Success Fees charged to Client's account in accordance with the fees, charges, and billing terms in effect at the time the Success Fee is due and payable hereunder. Notwithstanding the foregoing, in the event

of a Success Fee dispute, if a Client can establish that the Client had an Active Process (as defined below) with the Candidate before using our Site and Service (e.g., the Candidate had already begun the interview process with the Client and such process had not been terminated, or the Client had received the Candidate's resume from an employment agency or headhunter and the Candidate was under active consideration by the Client), the Client may be exempted from paying the Success Fee. However, the final determination as to whether a Success Fee is owed by the Client for an accepted Covered Offer will be at the sole discretion of CareSwitch. For the purposes hereof, "Active Process" shall mean continuous direct, back & forth communication, in an active recruiting or hiring context where a decision to put a candidate on hold or reject has not been made, within the three (3) months prior to using the Site or Service for a Candidate that exists in Client's applicant tracking system or that was submitted by a recruiting agency.

IF YOU ARE A CLIENT who is using our Site and/or Service, you agree to the Success Fee provisions, and the fees, charges, and billing terms in effect at the time the Success Fee is due and payable. If you do not agree with any of the provisions of this Agreement, please terminate your account immediately and cease using CareSwitch. YOUR OBLIGATION TO PAY ANY SUCCESS FEES SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

If a Client circumvents our Site and/or Service after discovering a Candidate through our Site or Service and subsequently hires that Candidate within twelve (12) months of the date on which the Client first viewed the Candidate on the Site, the Client will

pay a Success Fee equal to 25% of the 1st year base salary or prorated contractor compensation of the Candidate and CareSwitch may, in its sole discretion, terminate the Client's account.

14.5. Payment For Clients

Once we have accepted the registration of a Client, the Client will be able to make Requests and contact (through the Service) Candidates listed on our Site and Service. If a Candidate identified through use of our Service accepts a Covered Offer within twelve (12) months of the date on which the Client first viewed the Candidate on the Site, the Client will be charged a Success Fee.

As a Client you agree that (1) if you make a Covered Offer, you shall (a) provide CareSwitch with a copy of a fully executed Covered Offer employment offer letter, or (b) execute a document between you, CareSwitch and Candidate that states material employment terms, including, among other things, Start Date, key terms and compensation, promptly upon the signing of a Covered Offer employment offer letter between you and such Candidate (the "Effective Date"), as requested by CareSwitch, (2) you will promptly notify CareSwitch should the Start Date or offer terms change at any time, and (3) you will promptly notify CareSwitch after termination of the Candidate's employment as an employee, intern, coop employee, consultant or contractor ("Employment") in the event that (a) such Employment is terminated based on unsatisfactory performance within ninety (90) days of the date on which it commenced, (b) the Candidate voluntarily terminates Employment within ninety

(90) days of the date on which Employment commenced, or (c) before the Start Date, either Client or Candidate elect not to begin the Employment contemplated by the Covered Offer.

14.6. Subscription Agreements

The following definitions apply with respect to Subscription Agreements: * “Full-time Hire” is defined as a Candidate accepting a Covered Offer. * “Qualified Introduction” occurs when a Candidate accepts an Interview Request from a Client. This results in an automated email introduction between the Candidate and Client. The month in which the automated email introduction occurs is the month of record for the Qualified Introduction.

Clients engaged in a Subscription Agreement with CareSwitch (individually a “Subscription Client” and collectively “Subscription Clients”) will be charged a Subscription fee as agreed upon between the Client and CareSwitch for the period as agreed upon between the parties (the “Subscription Period”). During the Subscription Period, the Subscription Client will be able to browse, Request, contact (through the Service) and extend Covered Offers to Candidates listed on our Site and Service. Unless otherwise agreed in writing, and except for any contractor engagements, all Covered Offers accepted within the Subscription Period will not be subject to any additional fees beyond the Subscription Agreement fees as agreed upon between You and CareSwitch.

Subscription Clients are required to promptly notify CareSwitch once a Candidate has accepted a Covered Offer and notify

CareSwitch of the Start Date for such Candidate (including prompt notification of any subsequent changes in such Start Date.) Subscription Clients shall provide CareSwitch with (1) a copy of a fully executed Covered Offer, or (2) execute a document between the Subscription Client, CareSwitch and Candidate that states material contractual terms, including, among other things, Start Date and compensation promptly upon the Effective Date. In the event that before the Start Date, either the Subscription Client or Candidate elect not to begin the relationship contemplated by the Covered Offer, the Subscription Client shall promptly notify CareSwitch and the Candidate shall not be eligible for any Candidate Payment.

If a Subscription Client circumvents our Site and Service after discovering a Candidate through our Site or Service and subsequently hires that Candidate within twelve (12) months of the date on which the Client first viewed the Candidate on the Site, the Subscription Client will pay a Success Fee equal to 25% of the 1st year base salary or prorated contractor compensation of the Candidate and CareSwitch may, in its sole discretion, terminate the Subscription Client's account.

Unless otherwise indicated, Subscription Services do not cover Contractor Engagements. Contractor engagements by Client pursuant to this Agreement will be governed by the applicable Contract Terms and CareSwitch's then-current fee schedule as set forth in the Terms of Service.

14.7. Payment

Client agrees to pay the Success Fees charged to Client's

account in accordance with the fees, charges, and billing terms in effect at the time the Success Fee is due and payable hereunder. A Client choosing the Monthly Success Fee or the Subscription option is required to complete the CareSwitch Direct Debit Authorization Form allowing CareSwitch to withdraw, debit or charge monthly payments from the Client's designated bank or credit card account(s). By accepting CareSwitch's Terms of Service, Client agrees that CareSwitch is authorized to immediately withdraw Success Fees due and payable to CareSwitch hereunder from Client's account and that no additional notice or consent is required. Client agrees to immediately notify CareSwitch of any change in its billing address or any account information provided to CareSwitch used for payment hereunder. All fees (such as Success Fees, Monthly Success Fees, or Subscription Fees) for the CareSwitch Service are due and payable net thirty (30) days from the date indicated on each invoice as sent to Client by CareSwitch.

Should any Success Fees, Subscription Service Term fees, or other fees incurred by Client pursuant to Client's use of the Site or Service remain unpaid more than ten (10) days after the thirty (30) day payment requirement set forth herein, CareSwitch will assess a late payment penalty on Client's invoice equal to five percent (5%) of the amount overdue for each month OR FRACTION THEREOF, OR SUCH LESSER AMOUNT AS MAY BE THE MAXIMUM AMOUNT PERMITTED BY LAW, outstanding until paid, beginning with the due date of the late payment.

14.8. Refunds

At CareSwitch we value our customers' satisfaction in using our Site and Service to hire great Candidates. If (1) a Client hires a Candidate and terminates the Candidate's Employment or Contractor Engagement based on unsatisfactory performance within ninety (30) days of the Start Date, (2) a Candidate voluntarily terminates his or her Employment within ninety (30) days of the Start Date, or (3) Candidate does not start Employment or Contractor Engagement because either Client or Candidate elects not to begin the employment relationship contemplated in the Covered Offer (each, a "Termination Event"), upon written receipt and confirmation of such information, CareSwitch will fully refund to the Client the Upfront Success Fee related to the Candidate who was the subject of the Termination Event if such Upfront Success Fee was paid by Client prior to the Termination Event. In the event that the Client was paying a Monthly Success Fee for the Candidate who was the subject of the Termination Event, no refund shall be owed to the Client; however, the Client's obligation to pay future Monthly Success Fees shall terminate as of the date on which the Candidate's Employment terminates. No refunds shall be provided for Conversion Upfront Success Fees or for Subscription programs.

15. Candidate Specific Terms

15.1. Description Of Service For Candidates

CareSwitch is an online service that connects Candidates with Clients through a non-binding batch interview request process for a Candidate's services. Candidates have an opportunity to

find a position with a Client with transparency as to role and compensation in each interview request. Additionally, Candidates' use of CareSwitch is free, and the batch process is non-binding and does not create any contractual obligations between the Client and the Candidate. The batch only acts as a tool for Candidates to explore opportunities without obligation.

15.2. Registration For Candidate

In order to use CareSwitch as a Candidate you must register and create a profile. The use of the Site and the Service is free for Candidates. When registering with CareSwitch, we may require you to provide us information such as your name, e-mail address, employment history, work experience, educational background and skill set. Furthermore, you agree to provide us with any other identifying documents that we may request. We may also allow you to use a third party service such as Github, LinkedIn or Twitter to register. We will review the information that you provide to us during the registration process and we may also review any other information about you that is publicly available. We reserve the right, in our sole discretion, to accept or reject your registration to use our Site and Service. If your registration is accepted, you will be allowed to use our Service.

15.3. Batch Process - Candidate's Role

After a Candidate has registered and created a profile on CareSwitch, he or she will be able to create a listing for a batch using software made available by us through the Service. Candidates are solely responsible for running their own batches. Clients will then have the opportunity to engage with

Candidates for their services through the Request process. By creating a listing and using the batch process, the Candidate can see which Clients may be interested in hiring him or her. At the conclusion of the Request process the Candidate may, but is not required to, contact any Client that made a Request to him or her. All requests by Clients through our Site and Service are non-binding. The Candidate agrees not to attempt to circumvent our Site and Service by independently attempting to communicate with a Client that contacted or communicated with him or her on our Site or Service.

15.4. Payments For Candidates

CareSwitch is free for Candidates. A Candidate is required to promptly notify CareSwitch if the Candidate (1) accepts an offer of employment (an "Employment Offer"), whether for an indefinite or fixed term, (2) accepts an offer of employment as a contractor (a "Contractor Offer"), whether for an indefinite or fixed term (each, a "Contractor Engagement"), (3) accepts an Employment Offer or a Contractor Engagement during or within twelve (12) months after termination of an Internship (as defined below) of any duration, (a) with a Client who was identified by the Candidate through the use of our Site or Service, or (b) from a Client who identified the Candidate through the use of our Site or Service, (4) accepts an Employment Offer made by a Client during or within twelve (12) months after termination of a Contractor Engagement with such Client (each, a "Covered Offer").

For Employment Offers for full time employment of an indefinite term, the Candidate will receive a payment (the "Candidate

Payment”) based upon CareSwitch’s Candidate bonus scale for the geographical region in which the Candidate works for the Client. The Candidate Payment will be paid not later than 120 days after the work Start Date of the Candidate with Client. For Contractor Offers of an indefinite or fixed term, the contractor will receive a payment (the “Contractor Payment”) based upon CareSwitch’s contractor bonus scale for the geographical region in which the contractor provides services under the Contractor Offer. The Contractor Payment will be paid not later than 120 days after the completion date of a Contractor Engagement (the “Completion Date”) only for Contractor Engagements that are at least 500 hours of billable time. The date on which a Candidate commences work under an Employment Offer or Contractor Engagement is the “Start Date”.

Notwithstanding anything else to the contrary in this Agreement, no Candidate Payment and/or Contractor Payment will be due or paid to any Candidate or Contractor who fails to provide CareSwitch all of the following within one hundred twenty (120) days of the Start Date for Candidates or one hundred twenty (120) days of the Completion Date for contractors: (i) a copy of the Covered Offer offer letter; (ii) as appropriate, a completed W-9 or similar form (e.g., Form W-8); and (iii) all banking information necessary for electronic payment, including but not limited to the bank name, address and account number to which the payment should be made.

A Candidate is only eligible to receive one Contractor Payment per Client.

If you are a Candidate who is using our Site and/or Service, you

agree that (1) if you receive a Covered Offer, you shall promptly notify CareSwitch of your Start Date and the key terms of such Covered Offer (and notify CareSwitch promptly should that Start Date or offer terms change at any time), (2) you shall provide CareSwitch with (a) a copy of a fully executed Covered Offer employment offer letter, or (b) execute a document between Client, CareSwitch and Candidate that states material employment terms, including, among other things, Start Date and compensation, promptly upon the signing of a Covered Offer employment offer letter between you and such Client (the "Effective Date"), as requested by CareSwitch, and (3) you will promptly notify CareSwitch after termination of your employment as an Candidate, intern, coop Candidate, consultant or contractor ("Employment") in the event that (a) a Client terminates your Employment based on unsatisfactory performance within ninety (30) days of the date on which your Employment commenced, or (b) you voluntarily terminate your Employment within ninety (30) days of the date on which your Employment commenced. In the event that before the Start Date, either Client or Candidate elect not to begin the employment relationship contemplated by the Covered Offer, Candidate shall promptly notify CareSwitch and such Candidate shall not be eligible for the related Candidate Payment. In the event that within ninety (30) days of the date on which your Employment commenced (4) a Client terminates your Employment (other than as part of a reduction in force) or (5) you voluntarily terminate your Employment, and (6) you have received the Candidate Payment, then CareSwitch is entitled to the return of the Candidate Payment and you shall promptly return that Candidate Payment to CareSwitch. The foregoing repayment amount is a debt immediately owed to CareSwitch and the Candidate will pay for any professional fees CareSwitch

incurs in enforcing such repayment obligation.

16. Contractor Engagements

16.1. General

CareSwitch is an online service that, in addition to other features, connects Candidates and Clients for potential independent contractor engagements as may be agreed upon between the Candidate and Client (referred to herein as “Contractor Engagements”). In utilizing the Service to facilitate Contractor Engagements, a Client may be presented with questions that will help determine its need for an independent contractor as well as a Candidate’s independent contractor status. These questions are for informational purposes only, with absolutely no warranty as to the determination of such status, and any determination as to a Candidate’s status as an independent contractor or employee should be based on a separate determination as made by the Client and Candidate, and as agreed upon only between the Client and Candidate. Client and Candidate are responsible for any contracts or agreements they may form with respect to such engagements, including independent contractor agreements, confidentiality agreements, or any other agreements as may be deemed applicable between the parties. CareSwitch does not control, manage, or provide any guidance with respect to the determination of independent contractor or employee status, subsequent agreements between Client and Candidate, or services performed by or payments made to the Client pursuant to an independent Contractor Engagement. CareSwitch may

request from Client additional documentation, such as an W-9, progress report, statement of work, or provide Client follow up questions or requests to verify a Candidate's status as an independent contractor and ensure continued compliance with respect to this Agreement.

16.2. No Joint-Employer Status

Candidate and Client expressly agree that no joint venture, partnership, employment, or agency agreement exists between them and CareSwitch as a result of this Agreement or any use of the Service, and that CareSwitch is not a joint employer for purposes of this Agreement.

16.3. Worker Classification.

Candidate and Client assume all liability for proper classification of Candidates as independent contractors or employees based on applicable legal guidelines. CareSwitch will provide information regarding classification of Candidates based off information provided by Candidate and Client, but such information should not be solely used for, or relied upon, for the final determination of classification between Client and Candidate. CareSwitch makes no representation with respect to such information provided to Client or Candidate regarding Candidate classification.

16.4. Candidate And Client Relationship.

This Agreement does not create a partnership or agency

relationship between Client and Candidate. Candidate does not have authority to enter into written or oral — whether implied or express — contracts on behalf of Client. Candidate and Client acknowledges that CareSwitch does not, in any way, supervise, direct, or control the manner, means, or conditions of any work or services performed. CareSwitch does not set work hours, location of any work pursuant to any contractor relationships. CareSwitch will not provide either party with training or any equipment, labor or materials needed, or supervision of a Client for a particular engagement. CareSwitch will not set the rate or method of contractor payment, process contractor invoices, nor will it provide benefits or deduct any amount for withholding, unemployment, Social Security, or other taxes. Client and Candidate will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state, or local tax authority, in any nation, with respect to a contractor engagement. For engagements classified as independent contractor relationships, Client may not require an exclusive relationship between Client and Candidate. Therefore, a Candidate classified as independent contractor is free at all times to perform any other services pursuant to other engagements with third parties, be employed by or otherwise engage with persons or businesses other than Client, including any competitor of Client. For contracts classified as employer-employee relationships, the request will be managed through CareSwitch's staffing affiliate (as set forth below) and Customer and Client are free to enter into any appropriate additional agreements.

16.5. Indemnification.

In addition to the indemnification obligations set forth in the Terms of Service, Client and Customer agree to indemnify, hold harmless and defend CareSwitch from any and all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses, including attorneys' fees, arising out of or related to their engagement, including but not limited to any breach of any of Contractor's representations and warranties, from the death or injury of any person or persons, including employees of Client or Contractor, or from damage or destruction of any work or properties, attributable to or resulting from Contractor's engagement with Client, claims misclassification of a Client as an independent contractor, any liabilities arising from a determination by a court, arbitrator, government agency or other body that Candidate was misclassified, any claim that CareSwitch was an employer or joint employer of Candidate, as well as breach of agreement, action, inaction, omission or any claims under any employment-related laws, such as those relating to termination of employment, employment discrimination, harassment or retaliation, as well as any claims for overtime pay, sick leave, holiday or vacation pay, minimum wages, payroll taxes, social security or unemployment taxes, or disability insurance, retirement benefits, worker's compensation benefits, unemployment benefits, or any other employee benefits required by law.

16.6 Contractor Engagement Rates

All Contractor Engagements Rates will be as set forth on the "Hire As A Contractor Form" which Client will agree to prior to any Contractor Engagements as set forth herein. Fees will be invoiced and payable as set forth in that Hire As A Contractor

Form and this Agreement, but in any event, payment by Client of Fees will occur not later than seven (7) days after the date of invoice or such fees becoming due and payable.

16.9. Contractor Success Fees

In the event that a Contractor Engagement or Employee Engagements result in a Candidate accepting an Employment Offer, the Client will pay a fee equal to CareSwitch's then current Success Fees. Clients are required to promptly notify CareSwitch once a Candidate has accepted a Covered Offer and notify CareSwitch of the Start Date for such Candidate (including prompt notification of any subsequent changes in such Start Date.) Clients shall provide CareSwitch with (1) a copy of a fully executed Covered Offer employment offer letter, or (2) execute a document between Client, CareSwitch and Candidate that states material employment terms, including, among other things, Start Date and compensation promptly upon the Effective Date. In the event that before the Start Date, either Client or Candidate elect not to begin the employment relationship contemplated by the Covered Offer, Client shall promptly notify CareSwitch and the Candidate shall not be eligible for any Candidate Payment. The Client will owe CareSwitch a Success Fee for any Covered Offer which is accepted by a Candidate within twelve (12) months of the date on which the Client first viewed the Candidate on the Site, as defined above.

16.10. Limited Exclusivity For Contractors

For 180 days after the end of any Contractor Engagement, the

Client must only use CareSwitch to engage any contractor formerly provided through CareSwitch, the Site and/or Service.

17. Geographic Specific Provisions

For those Clients and Candidates which access the Service offering in the countries listed below, the following provisions replace or supplement the referenced sections of this Agreement, as noted:

17.1. Clients And Candidates In The United Kingdom

With respect to Clients and Candidates based in the United Kingdom, the following modifications and/or additional provisions apply to the use of the Service:

17.1.1. The Following Sub-Section 2.1 Is Added To Section 2 "Your Responsibilities":

2.1 Conduct Of Employment Agencies And Employment Businesses Regulations 2003. CareSwitch, the Client, and the Candidate, agree that for the purposes of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the "Conduct Regulations"), CareSwitch shall be an 'employment agency' and the Client shall be a 'hirer', and the Candidate shall be a 'work-seeker' as defined in the Conduct Regulations and Employment Agencies Act 1973.

By accepting the terms set out in this Agreement, the Candidate

agrees to provide CareSwitch with such information as CareSwitch may reasonably request, including (without limitation) as to the identity of the Candidate and information in relation to the Candidate's experience, training, qualifications and authorisations as are necessary to undertake the work. The Candidate accepts that CareSwitch may not be able to introduce the Candidate to a Client if any of the information requested is required and has not been provided

By accepting the terms set out in this Agreement, the Client agrees to provide all the information needed by CareSwitch to enable CareSwitch to comply with its obligations under the Conduct Regulations. The Client shall notify CareSwitch as soon as reasonably practicable if any of this information changes. The Client accepts that CareSwitch may not be able to introduce a Candidate if any of the information referred to above has not been provided.

The Client shall indemnify and keep indemnified the CareSwitch Parties and their respective officers, directors, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable legal fees) arising from the Client's breach of any of its obligations under this Section, including as a result of the Client's failing to provide the information required or providing information which is inaccurate or incomplete.

17.1.2. Replace Section 13.2 "DMCA Notices" With The Following:

13.2 Trademark Infringement. We take copyright and trade mark infringement very seriously. Without liability to any user and in accordance with paragraph 19 of the Electronic Commerce (EC Directive) Regulations 2002 (SI2002/2013) and Article 14 of the E-Commerce Directive (2001/31/EC) we reserve the right to, at any time, with or without notice and in our sole discretion, terminate the account of any user and/or remove any content posted by any user that infringes intellectual property right(s) upon prompt notification to CareSwitch by the intellectual property right(s) owner or their legal representative.

Without limiting the foregoing, if you believe that any material on the Site of Service infringes your copyright and/or trade mark rights, please provide the following information CareSwitch (attention: Legal) of 303 2nd St. Suite 600, San Francisco, CA 94107: (1) a description of the copyright work and/or trade mark that you claim has been infringed; (2) a description of the location on the Site or Service of the material that you claim is infringing your right(s); and (3) a description of the infringement.

17.1.3. Replace Section 13.3 “Compliance and Choice of Law” With The Following:

13.3 Applicable Law and Jurisdiction

This Agreement shall be governed by the laws of England and Wales. Save as otherwise set out in the Section entitled Dispute Resolution, the English courts shall have exclusive jurisdiction over any claim arising under or in connection with this Agreement.

17.1.4. Replace The Monetary Threshold For Dispute Resolution Section 13.4 “Dispute Resolution” For All Disputes Based In The United Kingdom With Three Thousand British Pounds (£3,000.00)

17.2. Clients and Candidates in Canada

17.2.1 Add The Following Paragraph To The End Of That Section 13.4 “Dispute Resolution”:

To the extent permitted by the applicable law, any claim or dispute (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Agreement where the total amount of the award sought is less than Five Thousand Canadian Dollars (C\$5,000.00) may be resolved in a cost effective manner through binding non-appearance-based arbitration, at the option of the party seeking relief. Such arbitration shall be initiated through an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section and under the rules of such ADR Provider, except to the extent such rules are in conflict with the Agreement. The party demanding arbitration will propose an ADR Provider and the other party shall not unreasonably withhold consent to use such ADR Provider.

18. Protected Health Information

CARESWITCH TAKES HEALTH PRIVACY VERY SERIOUSLY. NOTWITHSTANDING ANYTHING IN THIS

DOCUMENT, WE WILL TREAT ALL CONTENT OR OTHER INFORMATION THAT WE DETERMINE TO BE PROTECTED HEALTH INFORMATION IN ACCORDANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED ("HIPAA"), OTHER APPLICABLE LAWS, AND CARESWTICH'S AND/OR YOUR HEALTH PROVIDER'S PRIVACY PRACTICES AND ANY RELATED AGREEMENTS.

19. Business Associate Agreement

In accordance with the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations as amended from time to time (collectively, "HIPAA"), this Business Associate Agreement (the "Agreement") is hereby entered into on the effective date of the agreement described below (the "Effective Date"), by and between You ("Covered Entity") and CareSwitch ("Business Associate"). Covered Entity and Business Associate, collectively, may be referred to herein as the "Parties".

ARTICLE 1

INTRODUCTION

1.1 Covered Entity and Business Associate enter into this Agreement to comply with the requirements of Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, including the privacy, security, breach notification

and enforcement rules at 45 C.F.R. Part 160 and Part 164, as well as the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009 ("HITECH"), as amended, and other applicable federal and state laws (collectively the "HIPAA Rules").

1.2 This Agreement is intended to ensure that Business Associate will establish and implement appropriate safeguards for certain individually identifiable Protected Health Information relating to patients of Covered Entity ("PHI" as that term is defined below) that Business Associate may receive, create, maintain, use or disclose in connection with certain functions, activities and services that Business Associate performs for Covered Entity. The functions, activities and services that Business Associate performs for Covered Entity are defined in one or more agreements between the Parties (the "Underlying Agreements").

ARTICLE 2

DEFINITIONS

2.1 Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the HIPAA Rules, which definitions are incorporated in this Agreement by reference

2.2 For purposes of this Agreement:

2.2.1 "Electronic Protected Health Information" or "ePHI" shall

have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. 160.103, as applied to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity

2.2.2 "Individual" shall have the same meaning given to such term in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

2.2.3 "Protected Health Information" or "PHI" shall have the meaning given to such term in 45 C.F.R. 160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

2.2.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information published in 45 C.F.R. Parts 160 and 164, Subparts A and E.

2.2.5 "Required by Law" shall have the meaning given to such term in 45 C.F.R. 164.103.

2.2.6 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

2.2.7 "Security Rule" shall mean the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts A and C.

ARTICLE 3

GENERAL OBLIGATIONS OF BUSINESS ASSOCIATE

3.1 Use and Disclosure. Business Associate agrees not to use or disclose PHI, other than as permitted or required by this Agreement or as Required By Law. To the extent Business Associate is carrying out one or more of Covered Entity's obligations under the Privacy Rule pursuant to the terms of the Underlying Agreement or this Agreement, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s).

3.2 Appropriate Safeguards. Business Associate shall use appropriate physical, technical and administrative safeguards, and shall comply with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this Agreement or as Required by Law.

3.3 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this Agreement's requirements or that would otherwise cause a Breach of Unsecured PHI.

3.4 Breach Reporting. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted under this BAA, Breach of Unsecured PHI or Security Incident, without unreasonable delay, and in any event no more than thirty (30) days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence

and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to Covered Entity by Business Associate shall be required only upon request. “Unsuccessful Security Incidents” shall include, but not be limited to, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate’s notification to Covered Entity of a Breach shall include: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach; and (ii) any particulars regarding the Breach that Covered Entity would need to include in its notification, as such particulars are identified in 45 C.F.R. § 164.404.

3.5 Subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate for services provided to Covered Entity, which provides that the agent agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information

3.6 Access to PHI. Business Associate agrees to provide access to PHI in a Designated Record Set to the Covered Entity. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to Business Associate, or inquires about his or her right to access, Business Associate shall forward it to Covered Entity. Any response to such request shall

be the responsibility of Covered Entity.

3.7 Minimum Necessary Requirement. Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. § 502(b)(1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

3.8 Amendment of PHI. Business Associate agrees to make PHI contained in a Designated Record Set available to Covered Entity for amendment pursuant to 45 C.F.R. § 164.526. If an Individual makes a request for amendment pursuant to 45 C.F.R. § 164.526 directly to Business Associate, or inquires about his or her right to access, Business Associate shall forward it to Covered Entity. Any response to such request shall be the responsibility of Covered Entity.

3.9 Accounting of Disclosures. Business Associate shall provide to Covered Entity information collected in accordance with Section 3.11 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. If any Individual requests an accounting of disclosures of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity. Any response to such request shall be the responsibility of Covered Entity.

3.10 Access to Policies and Records. Business Associate agrees to make its internal practices, books and records, including policies and procedures regarding PHI, relating to the use and disclosure of PHI and Breach of any Unsecured PHI received from Covered Entity, or created or received by the Business Associate on behalf of Covered Entity, available to the Secretary for the purpose of Covered Entity or the Secretary determining compliance with the HIPAA Rules.

3.11 Documentation of Disclosures. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Business Associate shall document, at a minimum, the following information (“Disclosure Information”): (i) the date of the disclosure, (ii) the name and, if known, the address of the recipient of the PHI, (iii) a brief description of the PHI disclosed, (iv) the purpose of the disclosure that includes an explanation of the basis for such disclosure, and (v) any additional information required under the HITECH Act and any implementing regulations.

ARTICLE 4

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 General Uses and Disclosures. Business Associate agrees to receive, create, use or disclose PHI only as permitted by this Agreement, the HIPAA Rules, and only in connection with

providing services to Covered Entity; provided that the use or disclosure would not violate the Privacy Rule if done by Covered Entity, except as set forth in this Article 4.

4.2 Business Associate may use or disclose PHI as Required By Law.

4.3 Except as otherwise provided in this Agreement, Business Associate may:

4.3.1 Use PHI for the proper management and administration of Business Associate, or to carry out its legal responsibilities.

4.3.2 Disclose PHI for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, provided that the disclosures are Required by Law, or Business Associate obtains prior written reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, in accordance with the breach notification requirements of this Agreement.

4.3.3 Use PHI to provide Data Aggregation Services to Covered Entity as permitted under the HIPAA Rules.

ARTICLE 5

OBLIGATIONS OF COVERED ENTITY

5.1 Covered Entity shall:

5.1.1 Notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

5.1.2 Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

5.1.3 Notify Business Associate of any changes in or revocation of permission by an individual to use or disclose his or her PHI, to the extent that such change or revocation may affect Business Associate's permitted or required uses and disclosures of PHI.

5.2 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Covered Entity, except as provided under Article 4 of this Agreement.

ARTICLE 6

TERM AND TERMINATION

6.1 Term. This Agreement shall be in effect as of the Effective Date and shall terminate on the earlier of the date that:

6.1.1 Either party terminates for cause as authorized under Section 6.2.

6.1.2 All PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is determined, to be infeasible to return or destroy PHI, protections are extended to such information in accordance with Section 6.3.

6.2 Termination for Cause. Upon Covered Entity's knowledge of material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the timeframe specified by Covered Entity, or if a material term of this Agreement has been breached and a cure is not possible, Covered Entity may terminate this Agreement and the Underlying Agreement(s), if any, upon written notice to Business Associate.

6.3 Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

6.3.1 Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

6.3.2 Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the remaining PHI that the Business Associate still maintains in any form;

6.3.3 Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section 6, for as long as Business Associate retains the PHI;

6.3.4 Limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI;

6.3.5 Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

ARTICLE 7

MISCELLANEOUS

7.1 Amendment. The Parties agree to take such action as is necessary to amend this Agreement to comply with the requirements of the HIPAA Rules and any other applicable law.

7.2 Survival. The respective rights and obligations of Business Associate under Article 6 of this Agreement shall survive the termination of this Agreement.

7.3 Regulatory References. A reference in this Agreement to a section of the HIPAA Rules means the section as in effect or amended.

7.4 Interpretation. This Agreement shall be interpreted in the following manner:.

7.4.1 Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

7.4.2 Any inconsistency between the Agreement's provisions and the HIPAA Rules, including all amendments, as interpreted by the Department of Health and Human Services, court or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the Department of Health and Human Services, the court or the regulatory agency.

7.4.3 Any provision of this Agreement that differs from those mandated by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this Agreement.

7.5 Entire Agreement, Severability. This Agreement constitutes the entire agreement between the Parties related to the subject matter of this Agreement, except to the extent that the Underlying Agreement(s), if any, impose more stringent

requirements related to the use and protection of PHI upon Business Associate. This Agreement supersedes all prior negotiations, discussions, representations or proposals, whether oral or written. This Agreement may not be modified unless done so in writing and signed by a duly authorized representative of both Parties. If any provision of this Agreement, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

7.6 Assignment. This Agreement will be binding on the successors and assigns of Covered Entity and Business Associate. However, this Agreement may not be assigned by Business Associate, in whole or in part, without the written consent of Covered Entity. Any attempted assignment in violation of this provision shall be null and void.

7.7 Multiple Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

7.8 Governing Law.

Except to the extent preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the state in which the Covered Entity's principal place of business is located.