



CUSTOMER MASTER SERVICE AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is dated as set forth above by and between Anytime Medical - Arizona LLC dba BrightRoute Staffing (BRS) and the Client set forth above. IN CONSIDERATION of the mutual agreements and covenants contained herein, Client and BRS agree as follows:

- 1. Term of Agreement:** This Agreement shall commence as of the execution date and shall continue for a period of one (1) year or until terminated by either party upon ninety (90) days prior written notice.
- 2. Liability Insurance:** Client acknowledges that BRS insurance does not cover claims of BRS employees under the Jones Act, damage to, loss of or loss of Use of Clients owned, non-owned or leased vehicles (including contents and cargo), machinery, equipment or material while being used by or in the care of BRS Employees.
- 3. Client Responsibilities:** Client agrees to comply with all applicable laws, regulations, and ordinances relating to health and safety, wage and hour, overtime and all other applicable employment laws, and in particular agrees and undertakes to provide any site-specific and task-specific training, safety equipment, clothing, or devices necessary or required by law for any work to be performed, or used by Client's employees in the performance of similar work. Client acknowledges they have care, custody, and control of the job site. Client agrees not to place BRS employees in a supervisory position and to supervise employees at all times. Client agrees to indemnify and hold harmless BRS for claims, damages or penalties arising out of violations of the Occupational Safety and Health Act of 1970 (OSHA), or any similar state, county or municipal law with respect to workplaces or equipment owned, leased, or supervised by Client and to which employees are assigned.
- 4. Equipment, Machinery, and Vehicle Operation:** Client agrees that it will not, without the prior written consent of BRS, utilize BRS employees to operate machinery, equipment or vehicles not covered by the Client's liability and property damage insurance, or to operate dangerous or unprotected machinery. Notwithstanding anything in this Agreement, Client agrees to indemnify LMS for any and all claims, damages, losses, or liabilities that results from any such exposure or activity.
- 5. Valuables:** Client agrees that it will not entrust BRS employees with the unattended premises, cash, checks, negotiables, or other valuables without prior written consent of BRS. Notwithstanding anything in this Agreement, Client agrees to indemnify BRS for any and all claims, damages, losses, or liabilities that results from any such exposure or activity.
- 6. Prevailing Wage:** Client agrees to notify BRS immediately whenever any BRS employee performs any work under a Government Contract, and agrees to pay BRS a price differential to reflect the higher wages that may be due any such employee by reason of any Government Contract or the contract specifications.
- 7. Wages:** BRS reserves the sole right to establish the wages and fringe benefits, if any, of its employees, and assumes responsibility for the payment of such compensation, the withholding and payment of all required payroll taxes, and the maintenance of Workmen's Compensation Insurance as required by state law.
- 8. Overtime:** Overtime will be billed at one and one-half times the regular billing rate for all time worked over forty hours in a pay period or eight hours in a day, as provided by state law.
- 9. Time Accountability:** BRS's work week begins on Saturday and ends on Friday. Billable time begins at the time workers report to the workplace at your request. Jobs must be cancelled a minimum of two hours prior to start time to avoid a minimum 4hour billing. We guarantee our workers will satisfy you or the first two hours are on us. If you are not satisfied with the workers, call us within the first two hours and we will replace them free of charge.
- 10. Invoice Terms:** Invoices will be due according to the terms set forth on the Client Rate Sheet. Payment terms and Client's credit limit will be determined following Client's completion of an BRS Credit Application. Invoices that are undisputed in writing by client for more than 10 days after the invoice date will be presumed correct.
- 11. Indemnification:** Client assumes and agrees to defend, indemnify and hold harmless BRS from any claims and all liability, caused or alleged to have been caused by the acts, negligence, or omissions, of any BRS employee, including but not limited to, any claims for bodily injury (including death) or loss of and loss of use of or damage to property arising out of the use or operation of Client's owned, non-owned or leased vehicles, machinery or equipment by BRS employees. Without limiting the foregoing, Client specifically assumes and agrees to defend, indemnify and hold harmless BRS from any claims for bodily injury (including death) made by Client employees, and Client agrees to waive any immunity provided by workmen's compensation or other industrial insurance laws.
- 12. Limitation of Liability:** Client agrees that BRS's entire liability to Client for any cause of action under this Agreement, regardless of the form, shall in the aggregate be limited to the fees paid by Client for the specific Services or work products which are the subject of the alleged claim.
- 13. Hiring of Associates or Internal Personnel by Client:** If Client or a Client-affiliated company chooses to hire an Associate directly or indirectly within twelve (12) months after the last day of such Associates' assignment ("Conversion Candidates"), a conversion fee will be due in accordance with the conversion terms set forth on the Client Rate Sheet and any subsequent amendments or revisions thereto which are fully incorporated into this Agreement as if fully set forth herein.
Conversion Fees are due and applicable whether the Conversion Candidate is hired on a permanent or temporary, part-time or full-time or consulting basis. Client will have sole responsibility for making hiring decisions with respect to Associates that Client decides to hire as permanent Client employees and BRS will have no liability with respect to Client's decisions. If Client hires any internal BRS personnel during the term of this agreement and within a period of eighteen (18) months following the termination of this agreement, Client agrees to pay a one-time fee equal to 100% of that BRS employee's salary.
- 14. Entire Agreement:** This agreement supersedes and replaces all prior agreements, representations or understandings, written or oral, between Client and BRS and incorporates the entire understanding of the parties with respect thereto.
- 15. Modification:** This Agreement may be changed only by a written agreement between the parties, as evidenced by a written document executed by authorized representatives of each party.
- 16. Third Party Benefit:** Nothing in this Agreement is intended to create any benefit for any third party.
- 17. Disputes:** In the event of any controversy or claim arising out of or relating to this Agreement or the breach or alleged breach hereof, each party irrevocably agrees to submit the matter to mediation where such mediation shall be a condition precedent to any demand for arbitration. Each party shall bear their own costs and expenses for mediation. The costs of the mediator shall be borne equally by each party. The parties shall confer and agree upon a mutual mediator.