

Hourly, Bonus, and Expense Payment Agreement with Escrow Instructions

If Client and Qualified Health Professional enter into an Hourly Contract, if Client makes a bonus or expense payment to Qualified Health Professional, or if you use NurseContact Payroll, this Hourly, Bonus, and Expense Payment Agreement with Escrow Instructions (“Agreement”) applies.

To the extent permitted by applicable law, we may modify this Agreement, and the Escrow Instructions it contains, without prior notice to you, and any revisions to the Agreement will take effect when posted on the Site unless otherwise stated. Please check the Site often for updates.

This Agreement hereby incorporates by reference the Terms of Service. Capitalized terms not defined in this Agreement are defined in the User Agreement, elsewhere in the Terms of Service, or have the meanings given such terms on the Site. The Escrow Instructions in this Agreement do not apply to Fixed-Price Escrow Accounts, except that they govern the making and receiving of bonus, expense and other miscellaneous payments for Fixed-Price Contracts.

1. DIGITAL SIGNATURE

By clicking to accept an Hourly Contract or make a bonus payment, Client and Qualified Health Professional are deemed to have executed this Agreement electronically, effective on the date Qualified Health Professional clicks to accept an Hourly Contract, pursuant to Indiana State Code 26-2-8 and the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Sec. 7001, et seq., as amended from time to time (the "E-Sign Act"). Doing so constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement and the Escrow Instructions it contains.

2. MAKING OR RECEIVING AN HOURLY PAYMENT

2.1 WEEKLY HOURLY INVOICES

For Hourly Contracts, the weekly billing cycle starts Monday at 00:00 midnight UTC and ends Sunday at 23:59 UTC. Invoices for hours recorded on NurseContact in the Work Diary are generated each Monday following the week in which the hours were billed (the "Hourly Invoice Deadline"). Qualified Health Professional irrevocably authorizes and instructs NurseContact, as its agent, to (i) create an invoice on behalf of Qualified Health Professional for payment due based upon the hours that the Qualified Health Professional recorded in the Work Diary before the Hourly Invoice Deadline (such invoice, the "Hourly Invoice"); and (ii) submit the Hourly Invoice on behalf of Qualified Health Professional to Qualified Health Professional's Client for payment. For the avoidance of doubt, the “Work Diary” is the section NurseContact where hours can be recorded on an Hourly Contract.

By recording time in the Work Diary and allowing an Hourly Invoice to be created based on the time recorded, Qualified Health Professional represents and warrants that (y) Qualified Health Professional has completed the applicable Qualified Health Professional Services fully and satisfactorily; and (z) the hours Qualified Health Professional reports are true, accurate, and complete.

2.2 HOURLY INVOICE REVIEW

Client must review and approve or dispute the Hourly Invoice by 11:59 PM UTC of the Friday following submission of the Hourly Invoice. Payments will be held in escrow during the Dispute Period (defined below), providing four additional days to review and dispute the invoice before funds are released. During the Dispute Period, Client may initiate a Dispute as to some or all of the time invoiced on the Hourly Invoice.

On the Friday of the week following submission of the Hourly Invoice, Client will be deemed to have approved all undisputed amounts on the Hourly Invoice, and irrevocably instructed NurseContact to release escrow funds as described in this Agreement.

Notwithstanding the foregoing, all hours recorded and submitted by Payroll Employee on the NurseContact website will be deemed approved by Client automatically, and Client authorizes and irrevocably instructs NurseContact to release payments for those hours to be paid to the Staffing Provider by Client's account each Monday following the week in which the hours were worked. Client may not reject time or file a Dispute for Payroll Employee time worked.

3. MAKING OR RECEIVING A BONUS OR EXPENSE PAYMENT

Client may also make a bonus, tip, expense, or other miscellaneous payment to Qualified Health Professional using the Site. To make such a payment to a Qualified Health Professional, Client must follow the instructions and links on the Site and provide the information requested. If Client clicks to pay such a payment to Qualified Health Professional, Client irrevocably instructs NurseContact to and NurseContact will release escrow funds as described in this Agreement.

4. INSTRUCTIONS TO PAY IRREVOCABLE

Client's instruction to NurseContact and its wholly owned subsidiaries to pay a Qualified Health Professional is irrevocable. Such instruction is Client's authorization to transfer funds to Qualified Health Professional from the Client Escrow Account or authorization to charge Client's Payment Method. Such instruction is also Client's representation that Client has received, inspected, and accepted the subject work or expense. Client acknowledges and agrees that upon receipt of Client's instruction to pay Qualified Health Professional, NurseContact will transfer funds to the Qualified Health Professional and that NurseContact has no responsibility to and may not be able to recover such funds. Therefore, and in consideration of services described in this Agreement, Client agrees that once NurseContact or its subsidiary has charged Client's Payment Method, the charge is non-refundable.

5. RELEASE AND DELIVERY OF AMOUNTS IN ESCROW

In addition, NurseContact is authorized to and will release applicable portions of the Client Escrow Account (each portion, a "Release") to the Qualified Health Professional Escrow Account, upon the occurrence of and in accordance with one or more Release Conditions provided below or as otherwise required by applicable law or the Terms of Service. The amount of the Release will be delivered to the Qualified Health Professional Escrow Account, in accordance with Qualified Health Professional's and Client's instructions, as applicable, these Escrow Instructions, and the other Terms of Service.

5.1 RELEASE CONDITIONS

As used in these Escrow Instructions, "Release Condition" means any of the following:

1. Client and Qualified Health Professional have submitted joint written instructions for a Release.
2. Client has approved all or a portion of the Qualified Health Professional's Hourly Invoice. This Release Condition will only apply to amounts invoiced by the Qualified Health Professional that Client has approved. Client's failure to dispute an Hourly Invoice, or a portion of an Hourly Invoice, within the Dispute Period pursuant to this Agreement, or as otherwise provided in the Escrow Instructions, constitutes approval by the Client for purposes of this Release Condition.
3. Qualified Health Professional is a Payroll Employee and has submitted an Hourly Invoice under a Services Contract that involves the use of NurseContact Payroll.
4. NurseContact reviews Client's dispute of amounts invoiced on Qualified Health Professional's Hourly Invoice for an Hourly Contract with Work Diaries pursuant to this Agreement and determines that the time is related to the Hourly Contract requirements or Client's instructions.
5. Client initiates a Dispute with respect to Qualified Health Professional's Hourly Invoice for an Hourly Contract without Work Diaries pursuant to this Agreement and Client and Qualified Health Professional resolve the dispute without the assistance of NurseContact.
6. Issuance of a final order of a court or arbitrator of competent jurisdiction from which appeal is not taken, in which case the funds will be released in accordance with such order.
7. We believe, in our sole discretion, that fraud, an illegal act, or a violation of NurseContact's Terms of Service has been committed or is being committed or attempted, in which case Client and Qualified Health Professional hereby irrevocably authorize and instruct NurseContact to take such actions as we deem appropriate in our sole discretion and in accordance with applicable law, in order to prevent or remedy such acts, including without limitation to return the funds associated with such acts to their source of payment.

6. PAYMENT PROTECTION

NurseContact provides limited payment protection to Users as detailed in this Section 6 ("Hourly Payment Protection").

6.1 FOR QUALIFIED HEALTH PROFESSIONALS

In the rare event that a Qualified Health Professional's Client does not make payment for legitimate services performed by a Qualified Health Professional, NurseContact will provide Hourly Payment Protection to the Qualified Health Professional as detailed in this Section 6.1 as a membership benefit to foster fairness, reward loyalty, and encourage the Qualified Health Professional to continue to use the Site Services for their business needs. Hourly Payment Protection will be offered to a Qualified Health Professional only if all of the following criteria are met in NurseContact's sole discretion:

1. Both Client and Qualified Health Professional must have agreed to use Work Diaries upon acceptance of the Hourly Contract, as part of the terms.

2. Client must have an Account in good standing and a valid and verified Payment Method at the start of the Hourly Contract, and must agree to automatically pay for hours billed by Qualified Health Professional through Work Diaries.
3. Qualified Health Professional's Account must be in good standing.
4. Qualified Health Professional must have used Work Diaries enabled to document any and all hours covered by the Hourly Payment Protection for Qualified Health Professionals.
5. Prior to any Hourly Invoice being submitted, Qualified Health Professional must have annotated the screenshots documented in Work Diaries sufficient to demonstrate the work relates to the Hourly Contract.
6. The screenshots documented by Work Diaries must be clearly related to the applicable Hourly Contract requirements or Client instructions.
7. The number of hours billed in the Work Diaries must be within the hours authorized in the Hourly Contract for the week.
8. Within five days after notification of rejected or unpaid time, Qualified Health Professional must submit a Dispute specifically identifying the documented work not otherwise paid for by their Client through the Escrow Services.

NurseContact will investigate and determine in its sole discretion whether the above terms and conditions are met.

Hourly Payment Protection does not apply to: (a) hours invoiced for work not agreed to or authorized by Client; (b) bonus payments; (c) refunds; (d) manual time; (e) time added after Client has disputed a billing and before the resolution of that dispute; (6) Fixed-Price Contracts; (f) hours reported by Payroll Employees; (g) any payments on Hourly Contracts where the Hourly Contract or the services provided thereunder are prohibited by the Terms of Service; (h) hours billed by Qualified Health Professionals whom NurseContact believes, in its sole discretion, to be aware of or complicit in another User's violation of this Agreement or the other Terms of Service; or (i) Qualified Health Professionals whom NurseContact believes, in its sole discretion, to be involved in actual fraudulent activities or abuse of this Payment Protection.

The maximum rate per hour protected by NurseContact to Qualified Health Professional under the Hourly Payment Protection for Qualified Health Professionals is the lesser of: (i) the rate provided in the Hourly Contract terms; (ii) the usual hourly rate billed by Qualified Health Professional on the Site across all Clients; and (iii) the going rate for the same skills on the Site in Qualified Health Professional's area (such determination to be made in NurseContact's sole discretion). The maximum amount of coverage under the Hourly Payment Protection for Qualified Health Professionals for the life of a relationship between the same Client and Qualified Health Professional is \$2,500 or 50 hours logged in Work Diary, whichever is less.

6.2. FOR CLIENTS

Qualified Health Professional authorizes and instructs NurseContact to adjust the Hourly Invoice to remove invoiced hours that are not (a) clearly related to either the Hourly Contract terms or work agreed to by the Client, and (b) within the hours authorized in the Hourly Contract for the week, subject to and conditioned on the following terms:

- Both Client and Qualified Health Professional must agree to use Work Diaries as part of the Hourly Contract terms.
- Client must have an Account in good standing and a valid and verified default Payment Method, and Client must agree to automatically pay for hours billed by Qualified Health Professional in the Hourly Invoices. Within the Hourly Invoice Review Period, Client must submit a Dispute specifically identifying the time billed that is not clearly related to either the Hourly Contract requirements or Client instructions in the Work Diaries.

NurseContact will investigate and determine in its sole discretion whether the above terms and conditions are met.

Hourly Protection for Clients only protects Client from the obligation to pay for Qualified Health Professional's work if the documented hours worked are not clearly related to the Hourly Contract requirements or Client instructions in the Work Diaries. If Client has requested that the Qualified Health Professional use functionality of the Site or third-party software that hides, blurs, or distorts images in the Work Diary, the screenshots will be deemed to be "clearly related" to the Hourly Contract requirements for purposes of the Client's eligibility for Hourly Payment Protection. Hourly Payment Protection for Clients does not create any warranties, express or implied, beyond those expressly stated in the User Agreement.

Hourly Protection for Clients does not apply to: (1) Fixed-Price Contracts; (2) Hourly Contracts using NurseContact Payroll; or (3) hours billed by Qualified Health Professionals who are aware of or complicit in another User's violation of this Agreement or the Terms of Service.

7. DISPUTES BETWEEN CLIENT AND QUALIFIED HEALTH PROFESSIONAL

7.1 DISPUTES INITIATED VIA THE PLATFORM

For Hourly Contracts, Client may dispute Qualified Health Professional's hours invoiced on the Hourly Invoice for the prior week (Sunday 12:00 a.m. midnight UTC to Sunday 11:59 p.m. UTC) during the five days following the close of the weekly invoice period (Monday 12:00 a.m. midnight UTC to Friday 11:59 p.m. UTC) (the "Dispute Period"). It is Client's responsibility to review the Hourly Invoice of every Hourly Contract on a weekly basis and to file any disputes during the Dispute Period. Once the Dispute Period expires, Client will be deemed to have accepted the Qualified Health Professional Services and Qualified Health Professional Fees and can no longer dispute them. Disputes handled by NurseContact can only address the hours billed, not the quality of the Qualified Health Professional Services or the Work Product provided under Hourly Contracts. If Client disputes Qualified Health Professional's hours invoiced in the Hourly Invoice under an Hourly Contract during the Dispute Period, Client and Qualified Health Professional are encouraged to resolve the dispute between themselves. If Client and Qualified Health Professional fail to come to a resolution, NurseContact will promptly investigate the Hourly

Invoice and determine, in our sole discretion, whether an adjustment is appropriate consistent with Client's and Qualified Health Professional's instructions in these Escrow Instructions. NurseContact's determination of such dispute shall be final.

If Client's payment is unsuccessful, NurseContact will review the Weekly Invoice to determine if it qualifies for Hourly Payment Protection. If NurseContact, in its sole discretion, determines that the Weekly Invoice qualifies for Hourly Payment Protection, it will make payment to the Qualified Health Professional to cover the Hourly Invoice on behalf of the Client. In the event that NurseContact makes payment on behalf of the Client, Qualified Health Professional hereby irrevocably assigns any right, title or interest in any payment from Client to NurseContact for the amount paid by NurseContact.

Client may choose to approve Qualified Health Professional's Weekly Invoice prior to the end of the Dispute Period thereby releasing payment for the Weekly Invoice. If Client releases payment to Qualified Health Professional prior to the end of the Dispute Period, Client certifies that it approves the Weekly Invoice, accepts the work, and waives any further right to dispute the work or Weekly Invoice through NurseContact's Dispute Assistance (defined below).

You acknowledge and agree that NurseContact or its Affiliates may, at its sole discretion, withhold or delay payment in the event of dispute between a Client and a Qualified Health Professional. You further acknowledge and agree that NurseContact and Affiliates are not and will not be a party to any dispute between a Client and Qualified Health Professional over an Hourly Invoice or Hourly Contract.

Clients may not dispute hours worked with respect to any worker engaged as an employee through NurseContact Payroll. The Dispute Period does not apply and payments are released immediately upon completion of the Hourly Invoice for the prior week for Hourly Contracts where the Client has one or more Service Contracts using NurseContact Payroll.

7.2 NURSECONTACT DISPUTE ASSISTANCE

Non-binding dispute assistance ("Dispute Assistance") is available within 30 days of the date of the last release of funds from Client to Qualified Health Professional. If Client or Qualified Health Professional contacts NurseContact via support ticket within 30 days of the date of the last payment from Client to Qualified Health Professional and requests non-binding dispute assistance for any dispute among them (a "Dispute"), NurseContact will attempt to assist Client and Qualified Health Professional by reviewing the Dispute and proposing a mutual, non-binding resolution. NurseContact will only review the 30 days of work performed prior to the date a User requests Dispute Assistance.

- The NurseContact Disputes team will notify Client and Qualified Health Professional via ticket by providing a notice of dispute along with a request for information and supporting documentation.
- If both Client and Qualified Health Professional respond to the notice and request for information, then the Disputes team will review the documentation submitted and any information available on the Site that pertains to the Dispute. After review, the Disputes team will propose a mutual, non-binding resolution based on the results of the review.

- The proposed resolution is non-binding; Client and Qualified Health Professional can choose whether or not to agree to it. If Client and Qualified Health Professional agree in writing to the proposed resolution, Client and Qualified Health Professional agree that NurseContact is authorized and irrevocably instructed to immediately release Escrow funds in accordance with the proposed resolution.
- If Client or Qualified Health Professional rejects NurseContact's proposed, non-binding resolution then Client and/or Qualified Health Professional must pursue the Dispute independently.
- NurseContact reserves the right to review the Qualified Health Professional's work for 30 days prior to the date of the request for Dispute Assistance for compliance with Hourly Payment Protection requirements, and in its sole discretion, to make adjustments to invoices, and to direct NurseContact to make appropriate releases to Client if it finds work that clearly does not relate Hourly Contract requirements or Client instructions in the Work Diaries or violations of the Terms of Service during its review of the work.

Dispute Assistance does not apply to Qualified Health Professional Services using NurseContact Payroll.

8. NO RESPONSIBILITY FOR SERVICES OR PAYMENTS

NurseContact and Affiliates merely provide a platform for Internet payment services. NurseContact and Affiliates do not have any responsibility or control over the Qualified Health Professional Services that Client purchases. Nothing in this Agreement deems or will be interpreted to deem NurseContact or any Affiliate as Client's or Qualified Health Professional's agent with respect to any Qualified Health Professional Services, or expand or modify any warranty, liability or indemnity stated in the Terms of Service. For example, NurseContact does not guarantee the performance, functionality, quality, or timeliness of Qualified Health Professional Services or that a Client can or will make payments.