MASTER SERVICES AGREEMENT

This agreement (“Agreement”) is entered into this day of , \_\_\_\_\_\_, by and between Pulse Clinical Alliance, LLC, located at 6440 Southpoint Parkway, Suite 300, Jacksonville, FL, 32216 (hereinafter "PCA") and **((\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_))** (hereinafter referred to as "Client").

1. **Scope of Services:** PCA shall use reasonable efforts to supply Client the services of consultants and temporary employees (“PCA Professionals”) on a contract basis to perform services (“Services”) as described in the Statement of Work attached as Exhibit A to this Agreement, which is incorporated by reference herein. Additional Statement of Work documents may be added to this Agreement for additional or different assignments. Client may also request, from time to time, that PCA supply it with candidates for permanent placement (FTE) opportunities, upon terms and rates to be agreed upon in writing under a separate agreement.
2. **Selection and Background Checks:** PCA shall recruit, interview, test, screen and orient all PCA Professionals to be assigned to Client's facility prior to their assignment. If Client has specific skills requirements, PCA requests that they be notified of same in writing. PCA will not be responsible for conducting specific investigative background checks unless notified of said requirement by Client. PCA will conduct ordinary background checks of past employment, education, and criminal history, but will not conduct specific background checks into credit history or any other specific background unless specifically requested and paid for by Client.
3. **Payroll/Compensation/Time Records/Invoices:** PCA assumes full responsibility for paying PCA Professionals, withholding and transmitting payroll taxes, making unemployment contributions, and responding to claims for unemployment and workers compensation proceedings involving the PCA Professionals. PCA Professionals shall not be treated as employees of Client for any reason, including for purposes of holidays, vacations, disability, insurance, pensions or other employee benefits offered or provided by the Client.

PCA Professionals shall present time records to Client on a weekly basis for verification and/or signature regarding hours worked through the end of each period. Client agrees to review and approve, or request modification, as applicable, in a timely manner so as to ensure accurate billing. Client shall pay the appropriate amount set forth on Exhibit A on an hourly basis. Client shall be billed on a bi-weekly basis for the total hours worked. Payment for invoices is due within thirty days of the invoice date. Invoices unpaid after thirty days will gain interest at the rate of one percent (1%) per month.

In the event any portion of the invoice is disputed, the undisputed portion shall be paid when due and owing. Client agrees to reimburse PCA for any overtime payments that PCA pays to its PCA Professionals assigned to the Client.

If any indebtedness due and owing is not paid, Client agrees to pay reasonable attorneys’ fees plus all costs of collection and all other costs and expenses which may be incurred by PCA relative to the collection of the indebtedness due and owing whether suit be instituted or not.

1. **Employment Status:** All PCA Professionals are independent contractors to or employees of PCA and are not, and shall not be deemed to be, employees or independent contractors of Client. PCA and Client will maintain an independent contractor relationship. It is understood and agreed that neither PCA nor PCA Professionals have the actual or apparent authority to act on behalf of Client in any manner, including, but not limited to, officer, director, or agent of any kind.
2. **Insurance:** PCA shall maintain the following policies of insurance covering all PCA Professionals furnished by PCA to Client during the terms of this Agreement:
	* 1. Workers compensation insurance as required by law; and
		2. Comprehensive general liability (bodily injury and property damage) insurance in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate; and
		3. Personal and advertising injury insurance in an amount not less than $2,000,000; and
		4. Products and completed work insurance in an amount not less than $2,000,000 aggregate; and
		5. Employee dishonesty and client theft insurance in amounts not less than $1,000,000 aggregate, respectively; and
		6. Automobile liability insurance for hired and non-owned autos in the amount of $1,000,000 aggregate.

The insurance furnished by PCA does not cover losses, damages or liability caused by the operation of Client's industrial, technical or automotive equipment. PCA Professionals are not authorized to operate industrial, technical or automotive equipment without prior consent. Client accepts full responsibility for any and all bodily injury, property damage, fire, theft, collision, or public liability damage claims, which may be caused as a result of an PCA Professional operating industrial or technical equipment or driving a vehicle on Client's behalf.

1. **Limitation on Duties:** Client agrees that it will not entrust PCA Professionals with unattended premises, cash, checks, negotiable instruments, or other valuables without the written agreement of PCA, and then only under Client's direct supervision. Client will not require PCA Professional to engage in any illegal, unethical or hazardous duties. Client will not have any PCA Professional work outside their scope of work or job description without prior consent from the PCA.
2. **Place of Assignment:** Client shall, at its own cost, provide such workspace, supplies, equipment, hardware and software as are reasonably required for each assignment. Client shall also be responsible to provide to PCA Professionals such day to day guidance, assistance and other information as is necessary for the successful and timely completion of each assignment. Client

shall provide PCA Professionals with a safe work place in compliance with OSHA and State safety and ergonomic requirements.

1. **Confidentiality/Intellectual Properties:**
	1. Confidentiality. PCA acknowledges that its staff, employees and consultants may be given access to or acquire information, which is proprietary to or confidential to Client or to affiliated companies and their customers. Any and all such information obtained by PCA, its staff, employees and consultants shall be deemed to be confidential and proprietary information. PCA agrees to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purposes whatsoever other than the providing of services to Client. PCA agrees to advise each of its staff, employees and consultants of their obligations to keep such information confidential, and to require consultants to enter into confidentiality agreements for the protection of Client. The term confidential information shall not include information which is or becomes generally available to the public other than as a result of disclosure by PCA, becomes available to PCA on a non-confidential basis from a source other than the Client, is developed by PCA independently of any disclosures previously made by Client to PCA, or is required to be disclosed by order or process of a court of competent jurisdiction, administrative agency or governmental body. If Client has any specific concerns regarding intellectual property, confidentiality or trade secrets, Client shall make said concerns known to PCA in writing. PCA will have consultants and temporary employees sign a reasonable confidentiality agreement prepared by the Client.
	2. **Work For Hire:** Except as otherwise required by law, PCA agrees that any inventions, works of authorship or other intellectual property, including, but not limited to, source code and documentation, conceived, developed, originated, fixed or reduced to practice by consultant, or on a consultant's direction, during consultant's assignment to Client, shall be the sole and complete property of Client, whether as a work made for hire or otherwise. PCA and PCA Professionals hereby assign and convey their entire right, title and interest to any and all resulting copyrights, patents, and trade secrets to Client or to its customers, as the case may be.
2. **Guarantee:** PCA strives to provide excellent service to its clients. If for any reason Client is dissatisfied with a particular individual assigned, PCA will remove such person immediately upon written request and replace them as soon as reasonably practical. If Client notifies PCA of its dissatisfaction prior to the conclusion of an individual's second day of work, PCA will not charge Client for the first 8 hours of services provided. This guarantee is in lieu of all other guarantees or warranties, expressed or implied.
3. **No Warranty/Limitations on Liability:** EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A

PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PCA DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, UNDERTAKINGS, TERMS AND OBLIGATIONS EITHER MADE EXPRESSLY OR IMPLIED BY STATUTE, COMMON LAW, TRADE USAGE, COURSE OR DEALING OR OTHERWISE. Neither PCA itself nor the PCA Professionals make any warranties regarding the quality or appropriateness of Services rendered or as to results from all or any Services provided by PCA or the PCA Professionals. In no event shall PCA be liable to Client or any other party for any damages, expenses, liabilities, fees, or losses ("losses") arising as a result of this Agreement, or the services provided hereunder, whether for work performed, goods or services developed, or otherwise, which are in the aggregate in excess of the applicable amount of fees actually paid to PCA by Client with respect to the assignment resulting in such losses. In no event shall PCA be liable to Client or any party for any incidental, indirect or consequential losses (including, but not limited to, lost profits or lost data) arising from or related to any services performed or goods developed pursuant to this Agreement. All claims must be delivered in writing to PCA within 30 days after the termination of the applicable assignment with Client.

1. **Non-Solicitation:**
	1. Except as provided by this Agreement, Client and its divisions, parents, subsidiaries, affiliates and successors-assignees, will not hire or offer employment to, or otherwise directly or indirectly use the services, on a full time, part time, or temporary basis, of any PCA Professional who has been assigned to Client or any prospective consultant who has been interviewed by Client as a result of an introduction from, or recommendation by, PCA, until the expiration of one year after the termination of the most recent assignment or of such introductions, recommendations or interviews. In the event that Client provides the services of or introduces any PCA Professional to any third party during the course of any assignment, Client shall obtain the agreement of such third party to the foregoing and shall be responsible to PCA for any breach thereof. The parties hereto stipulate that, as between them, the covenants in this paragraph are important and material and gravely affects the effective and successful conduct of the business of PCA, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this Agreement. Client consents to the enforcement of the provisions of this paragraph, not only by action for damages, but PCA shall also be entitled to an injunction to be granted by a court of competent jurisdiction restraining Client from violating any of the provisions of this paragraph.
	2. Client acknowledges that PCA has incurred substantial recruitment, screening, training, administrative and marketing expenses with respect to the PCA Professionals and that the identity, telephone number, address, skills, qualifications, preferences, and work history of the PCA Professional constitute the trade secrets of PCA. Accordingly, Client agrees not to directly or indirectly utilize, offer to hire, hire, or engage as an independent contractor or freelancer any PCA Professionals assigned to Client by PCA during any such assignment and for a period of one year after completion of such assignment except through PCA. Client also agrees not to permit or cause such PCA Professional to work on Client's premises or for Client through any other firm or while on the payroll of any other firm for a like period without the express prior written consent of PCA. Because the damage PCA may sustain by reason of a violation of this Section 12(b) is impossible to ascertain or estimate, Client agrees to pay the following sums as liquidated damages intended as compensation for the damages suffered by PCA and not as a penalty: the sum of twenty five percent (25%) of each PCA Professional’s annualized compensation, fees, or other payment by Client, whichever sum is greater.
2. **Negotiated Payroll Transfer:** Notwithstanding any other provision of this Agreement, if Client terminates this Agreement or notifies PCA of its intent to terminate this Agreement, and Client desires to have any PCA Professional continue to work at Client's facilities, Client shall have two options, as follows:
	* 1. To pay PCA the sum of 20% of each PCA Professional’s annualized compensation as a conversion fee for each such PCA Professional who is engaged by Client as an independent contractor or hired directly by Client or placed on Client's payroll, or that of an affiliated client, firm or person; or
		2. To compensate PCA for such PCA Professional at the billing rate in effect at the time of the termination of the Agreement, as long as the PCA Professional remains working at the Client's facility, and for any new assignments PCA Professional performs for Client for a period of one year following the termination of this Agreement;

Client shall notify PCA as to which of these options it elects, in writing, at least ten days prior to the date it intends to comply with subparagraph (i) or (ii) above, and to make such payments as may be required as soon as practicable there under, but in no event less than 30 days from the date the Agreement is terminated. Client may elect either option (i) or (ii) above for all or any of the PCA Professionals in its discretion. If Client fails to timely notify PCA, then it shall be deemed to have opted option (ii).

1. **Termination:** This Agreement and/or any Statement of Work may be terminated by either party upon fourteen (14) days’ prior written notice to the other party. If a change of PCA Professional on any assignment is required due to circumstances beyond the control of PCA, then PCA shall use reasonable efforts to replace such PCA Professional as quickly as possible to Client's satisfaction.

Client shall immediately notify PCA of the completion or termination of an PCA Professional’s assignment. The Confidentiality, Non-Solicitation, Mutual Indemnification, Arbitration, Injunctive Relief and Limitation on Liability provisions shall survive the termination of this Agreement.

1. **Government Contracts:** Client agrees to notify PCA immediately whenever any PCA Professional performs any work under a government contract, and agrees to pay pro rata a price differential to reflect the higher wages that may be due such an employee by reason of any government contract, law or contract specifications.
2. **Equal Employment Opportunity:** Client acknowledges that PCA is an equal employment opportunity employer and agrees that it shall not harass, discriminate against or retaliate against any PCA Professional because of his or her race, national origin, age, sex, disability, marital status or other category protected by law, nor shall Client cause or request PCA to engage in such prohibited activity. Furthermore, Client acknowledges that it shall take all reasonable steps necessary to prevent the discrimination, sexual harassment or violation of any other legal obligation of any PCA Professionals within Client’s work environment. Client agrees to immediately notify PCA in writing of any complaints tendered by a PCA Professional relating to work conditions or any complaints filed about any PCA Professional related to work conditions, including, but not limited, potential legal or ethical violations.
3. **Arbitration:** Client and PCA agree that any dispute arising under the terms and conditions of this Agreement or concerning the respective rights or obligations hereunder of the parties shall be settled and determined by arbitration before the American Arbitration Association located in Jacksonville, FL in accordance with its rules for commercial disputes. The arbitrators shall have the power to award specific performance or injunctive relief and reasonable attorneys’ fees and expenses to any party in any such arbitration. However, in any arbitration proceeding arising under this Agreement, the arbitration shall not have the power to change, modify or alter any expressed condition, term or provision of this Agreement, and to that extent, the scope of their authority is limited. The arbitration award shall be final and binding upon the parties and the judgment thereon may be entered in any court having jurisdiction thereof.
4. **Injunctive Relief:** To prevent irreparable harm to the parties, strict compliance with this Agreement is imperative. Notwithstanding paragraph 19 above regarding arbitration, the parties retain their right to seek injunctive relief in a court of competent jurisdiction in the event of a breach, or threatened breach, of such Agreement, and both parties waive any requirement that a bond be posted as a condition to any injunctive relief.
5. **Entirety of Agreement and Severability:** This Agreement constitutes the entire agreement between the parties with respect to the matters contained herein and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, with respect to the subject matter of this Agreement. In the event any part of this Agreement shall be judged invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement.
6. **No Partnership or Joint Venture Relationship:** Nothing in this Agreement shall be construed as creating a partnership, joint venture or other relationship other than an independent contractor relationship between the Client and PCA.
7. **Notices in Writing:** Any notice required to be given by this Agreement shall be delivered personally or sent by overnight courier or certified first class mail, postage prepaid, to the addresses set forth above and shall be considered received when so delivered. Any change of address shall be presented in writing and is effective ten (10) days after receipt.
8. **Force Majeure**. Except with regard to payment obligations, neither party will be responsible for any failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or approval or authorization of any government authority.
9. **No Waiver:** No waiver of any breach of any provision or condition of this Agreement shall be deemed a waiver of any similar or dissimilar provision or condition at the same time or any prior or subsequent time.
10. **Jurisdiction and Venue:** This Agreement shall be governed by, and construed under, the laws of the State of Florida. Jurisdiction and venue for all purposes shall be in the County of Duval, State of Florida.
11. **Execution in Counterparts**: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one in the same instrument. The section headings contained in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

Client and PCA have duly executed this Agreement as of the date first written above.

**Pulse Clinical Alliance, LLC** **CLIENT**

By: By:

Print Name: Print Name:

Title: Title:

Date: Date:

Exhibit A:

Pricing

|  |  |  |
| --- | --- | --- |
| Specialty  | Hourly Rate | Overtime After 40 |
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Permanent Placement

From time to time, client may request candidates for full time employment. Client agrees to pay PCA a Direct Hire Placement Fee to be confirmed prior to start in writing; 20% of the annual salary with a 90 day guarantee period. PCA will bill client immediately after direct hire’s start date; This payment is due within 30 days of the start date.

1. **Risk/Cancellation Policy.** If the client terminates employment for cause, or if direct hire terminates employment with client for any reason, the following terms shall apply; PCA will not refund any portion of the client fee for direct hires that work 91 days or more with client.

All invoices for fees and expenses related to this agreement shall be sent weekly to the following address:

**[Enter Client Name]**

**[Enter Invoice Contact Name]**

**[Enter Client Address]**

**[Enter Contact Phone Number]**

**[Enter Contact Email Address]**