

SUPPLEMENTAL STAFFING AGREEMENT FOR HEALTHCARE PROFESSIONALS

This agreement for supplemental staffing services (the "Agreement") is made and entered into as of 02 / 23 / 2023
(the "Effective Date") between **AMX Healthcare Inc.** ("AMX") and **SAUK CO HEALTH CARE CENTER** (the "Client").

R E C I T A L S

- A. AMX is in the business of providing supplemental staffing to medical care providers such as Client.
- B. Client owns and/or operates hospitals, facilities and/or clinics ("Participating Facilities") identified in Exhibit "A" attached hereto and incorporated by this reference.
- C. Client desires AMX to provide, upon reasonable notice and on a non-exclusive basis, healthcare providers ("Candidates") to Client at the Participating Facilities, available on a temporary or permanent basis.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, AMX and Client agree as follows:

I. PERMANENT PLACEMENT

This section applies to permanent placements only.

- a. **DESCRIPTION OF PERMANENT RECRUITMENT SERVICES.** AMX will use commercially reasonable efforts to recruit qualified Candidates as requested by Client. If Client hires a Candidate presented to Client by AMX, Client will pay AMX a recruiting fee up to 25% of Candidate's annual salary during the first year of employment. Each month, up to a maximum 12 months, a payment of 25% of the Candidate monthly paid salary shall be made to AMX within thirty (30) days of invoicing thereof by AMX. If AMX is the first staffing provider to submit Candidate to Client for consideration, Client will accept that Candidate for employment exclusively through AMX for a period of one (1) year following an introduction from AMX, which obligation shall, notwithstanding anything in the Agreement to the contrary, survive any termination or expiration of the Agreement. Hired Candidates will be the permanent employees of Client. Client will be solely responsible for all credentialing, insurance, benefits, tax withholdings and all other functions customarily required of employers in Client's industry with respect to Candidates. All permanent placements will always be invoiced directly by AMX.

II. TEMPORARY PLACEMENT

This section applies to both short term and long-term temporary placements, and not to permanent placements.

- a. **DESCRIPTION OF SERVICES.** AMX will use its commercially reasonable efforts to recruit and staff qualified Candidates as requested by Client. The services to be performed by Candidates and associated fees will be set forth in addenda to this Agreement, as mutually agreed by Client and AMX from time to time (the "Candidate Addenda"). Candidates presented to Client with respect to requests for short term or long-term temporary placement may be referred to herein as "Temporary Candidates."
- b. **CANDIDATE QUALIFICATIONS.** Except where prohibited by law, AMX will provide Client with qualifications of Candidates as reasonably necessary to establish competency, which may include completed employment application, clinical skills checklist(s), medication competency exam, professional references, and verification of licensure. AMX will verify that each Candidate has the minimum experience requested by Client within the area of assignment. Furthermore, AMX will maintain compliance documentation on file for each Candidate referred to Client. Client agrees to maintain such compliance documentation in a trustworthy manner in a secure and confidential location and to protect such documentation from any unauthorized disclosure consistent with state and federal law. The required compliance documentation will be specified in writing by Client prior to Candidate's start date (the "Required Documentation"). Client may request additional compliance documentation; provided, however, AMX shall not be obligated to produce documentation in addition to the Required Documentation. If AMX does not produce additional documentation Client may cancel the order. All Client requests for additional documentation requests must be made in writing.
- c. **INSURANCE.** AMX or an affiliate party selected by AMX to be the employer of record ("Vendor"), will provide the following insurances for each Candidate employed by AMX and will provide certificates of insurance to Client if requested:
 - 1) Worker's Compensation Insurance
 - 2) Bodily Injury by Accident - \$100,000 each accident minimum
 - 3) Bodily Injury by Disease - \$100,000 each employee minimum
 - 4) Bodily Injury by Disease - \$500,000 policy limit minimum
 - 5) Comprehensive General Liability Limits: \$1,000,000 bodily injury and \$1,000,000 property damage.
 - 6) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- 7) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.
- d. **CANDIDATE COMPENSATION.** AMX or Vendor, will become the legal Employer of Record for the Candidate (or Agent of Record for 1099 Contractors) and compensate for the total number of hours worked as reported by Candidate and deduct all applicable payroll taxes such as FICA, Federal and State from the compensation of our Candidates in compliance with state and federal law. As such AMX or Vendor will: assume the required legal responsibility for the Candidate, process federal and local unemployment payments; maintain insurance coverage for Candidate; pay all Candidates; and withhold all associated payroll taxes. AMX and Vendor selected by AMX, will also maintain relevant employment documentation such as an I-9 form, W-4 form, and photo identification of all Candidates.
 - e. **PERFORMANCE OUTCOMES.** AMX and Client agree to comply with all employment related laws during this process and use commercially reasonable efforts to come up with a mutually acceptable solution to any problems that may arise.
 - f. **FLOATING.** Client agrees to float Candidates in rotation with Client's own staff and only in accordance with Client's own floating policies as well as the clinical experiences of the Candidate being asked to float.
 - g. **INCIDENTS/ACCIDENT REPORTING.** In the event of unexpected incidents, including errors, unanticipated deaths, injuries, safety hazards or other events, Client must submit documentation of said incident to AMX as soon as reasonably possible. Once notified, AMX will conduct a preliminary investigation and work with Client to resolve the matter in a reasonably prompt manner. **INJURY PROCEDURES.** In the event of an unexpected injury to Candidate at Client's job site, Client will send Candidate for treatment. In the event that the injury is an emergency, Client will immediately send the injured Candidate to the closest emergency room and provide transportation if necessary or appropriate.
 - h. **PLACEMENT FEE STIPULATION / TEMP TO PERM CONVERSION.** Client agrees not to offer regular Client employment which would be concurrent with any AMX assignment to any Candidate. If Client hires any Candidate who was presented to Client by AMX during the term of this Agreement, a fee of up to twenty five percent (25%) of the Candidate's annual salary during the first year of employment will be paid by Client to AMX. If the Candidate has completed one (1) travel assignment consisting of thirteen (13) or more weeks, the fee is reduced to up to fifteen percent (15%) of the Candidate's annual salary during the first year of employment. If the Candidate has completed two (2) travel assignments consisting of thirteen (13) or more weeks each, the fee is reduced to up to ten percent (10%) of the Candidate's annual salary during the first year of employment. Each month, up to a maximum 12 months, a payment of 25% of the Candidate monthly paid salary shall be made to AMX within thirty (30) days of invoicing thereof by AMX. Temp to Perm Conversion Fees shall be invoiced directly by AMX to Client.
 - i. **POLICIES AND PROCEDURES.** Consistent with applicable employment laws, Client shall screen, interview and accept or reject Candidates in a timely manner and notify AMX of the starting date, unit, shift, and orientation schedule for each accepted Candidate. Client shall furnish AMX with copies of all Client policies and procedures relevant to the scope of practice and duties of the Candidate in the Client facility and to which the Candidate will be expected to comply including, but not limited to, the following: job description(s), performance standards, infection control, blood borne pathogen protective policies, corporate compliance and ethics codes, abuse and neglect, patient privacy and confidentiality, and medical record keeping.
 - j. **MANNER OF WORK.** Candidates are not supervised by AMX; they are subject at all times to Client's direct and indirect supervision. Client shall be solely responsible for the direction, control and supervision of all Candidates; provided, however, that Client shall not, without the prior written consent of AMX, permit or request a Candidate to perform any work or task or render any service that does not fall within the scope of the duties and responsibilities for such Candidate as set forth within Client's policies and procedures. Client shall not, under any circumstances, entrust any Candidate with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments or other valuables without the express prior written permission of AMX. Client shall not, under any circumstances, request or permit any Candidate to use any vehicle, regardless of ownership, in connection with the performance of any work or service for Client.
 - k. **SAFETY.** Client agrees to provide Candidates with a safe and healthy work environment and in particular to provided safety training, equipment, or devices necessary or required by all applicable laws for any work to be performed, or which is used by Client's own employees or other contractors in the performance of similar work. Client shall also designate a member of its staff who shall act as a coordinator to train and orient the Candidate to all applicable operational and safety procedures. Client agrees that it shall have in place at all times policies and protocols in compliance with all laws related to employee health, safety and well-being.
 - l. **COVID-19 RESPONSE.** Client agrees to comply with all applicable occupational health and safety standards and standards and guidance of the Centers for Disease Control, including all precautions and guidance relating to the treatment of patients with or under observation for communicable diseases, including COVID-19.
 - m. **COMPLIANCE WITH APPLICABLE LAWS.** Client agrees to comply with all applicable laws, including but not limited to employment and compensation related laws and all laws relating to Candidates' employee health, safety and well-being. AMX shall incur no liability with regard to any violation of applicable laws by Client.

III. SHORT TERM TEMPORARY PLACEMENT (PER DIEM/REGISTRY CANDIDATES)

For Temporary Candidates hired for per diem/registry engagements the following terms and conditions apply:

- a. CANCELLATION POLICY. AMX and Client agree to a two (2) hour cancellation policy. If Client cancels a scheduled shift less than two (2) hours prior to the start of the shift or with less than two (2) hours' notice during the shift, Client will be billed for two (2) hours plus any time worked.
- b. "LATE CALL" When Client requests Candidate less than one (1) hour prior to the scheduled start of a shift, Client will be billed for that Candidate from the scheduled start of the shift, provided Candidate actually reports to and commences work within one (1) hour of the start of the shift. If Candidate actually reports to and commences work later than one (1) hour of the start of the shift, Client will only be billed for all actual hours worked. If Candidate is requested after the start of the shift, Client will be billed for that Candidate from the time the request was made, provided Candidate actually reports to and commences work within one (1) hour of the time of the request.
- c. "IN-SHIFT CANCELLATION" If Candidate is no longer needed by Client after reporting for work, they may be called off by Client. If Candidate is called off by Client, Client shall be billed for the actual number of hours worked by Candidate or four (4) hours, whichever is greater, per the rate structure applicable to that Candidate as detailed in Addendum "A."

IV. LONG TERM TEMPORARY PLACEMENT (TRAVEL CANDIDATES)

For Temporary Candidates hired for travel engagements the following terms and conditions apply:

- a. ASSIGNMENT DURATION. For travel assignments, Candidates will be placed with Client for a period of thirteen (13) weeks, unless both parties agree to a different duration in advance of the Assignment.
- b. WORK WEEK For travel assignment Candidates confirmed for twelve (12) hour shifts, Client will guarantee a minimum of thirty-six (36) hours per each one-week work period. For travel assignment Candidates confirmed for less than twelve (12) hour shifts, Client will guarantee a minimum of forty (40) hours per each one-week work period. Client is financially responsible for all weekly guaranteed hours in the event of shift cancellations or facility closures. The calculation of guaranteed minimum hours includes regular and overtime hours but does not include any "on-call" time.
- c. TERMINATION OF ASSIGNMENT. After acceptance of Candidate for travel assignment by Client, Client may not cancel that assignment within seven (7) days of assignment start date. Client shall provide no less than seven days (7) days' written notice of any cancellation of travel assignment for reasons other than employee's inability to perform essential functions of the job unless otherwise agreed upon by the parties.

V. GENERAL TERMS

- a. PAYMENT TERMS. AMX or Vendor (when authorized by AMX) will invoice Client for services rendered under this Agreement as specified in Addendum "A" of this Agreement. If Vendor is authorized by AMX to invoice Client for services rendered under this agreement, AMX will provide a written confirmation acknowledging Client. Invoices are payable net thirty (30) days of invoice date. In the event of non-payment by Client, Client agrees to pay to AMX, or Vendor, all fees and costs to collect amounts due under this Agreement, including court costs, attorney fees, and interest for late payments at 5% per month, or the maximal amount allowed by law, whichever is lower. Any litigation regarding collecting payments due under this Agreement shall be in New York City, New York.
- b. NONDISCRIMINATION. In compliance with federal law, including the provisions of the Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Acts of 1973, and the American with Disabilities Act of 1990, the parties hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, sexual orientation or military service.
- c. INDEPENDENT NATURE OF PARTIES. AMX provides services to Client as an independent contractor. Neither party to this Agreement shall make any commitments, nor incur any charges or expenses for, or in the name of, the other party, nor be considered the agent, partner, joint venturer, franchisor, franchisee, employer, or employee of the other party.
- d. INDEMNIFICATION; DISCLAIMER. To the fullest extent permitted by law, each party to this Agreement agrees to defend, indemnify and hold the other party harmless from any claims, damages, interest, penalties, and attorneys' fees and costs (for purposes of this sentence, "claims") for third party claims arising out of (i) any breach of this Agreement by such party or its agents; (ii) violations of applicable law by such party or its agents; and (iii) negligent or willful acts or omissions of such party or its agents. NOTWITHSTANDING ANY OTHER AGREEMENT OR PROVISION TO THE CONTRARY IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY HERETO BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, FINES OR PENALTIES AND LOSS OF PROFITS, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. In the event any Candidate makes a claim for wage and hour violation, Client shall immediately notify AMX. If, in agreement between Client and AMX, it is determined that paying a meal, rest or recovery period premium to those Candidates who have missed any rest, meal, and/or recovery break(s) is advisable, then AMX, with approval from Client may bill Client for said premium payment and Client hereby agrees to be responsible and indemnify AMX for and to make such payment. Client acknowledges and agrees that the Candidates who perform work for Client are provided by AMX for the sole purpose of supplementing Client's existing work force, and Client hereby expressly disclaims any representation or warranty that such Candidates will enable Client to attain any particular goal or objective or provide Client with any solution to any particular problem. Notwithstanding anything to the contrary in this Agreement, this section shall survive any termination or expiration of this Agreement.
- e. SUBCONTRACTORS. AMX may use subcontractors to furnish Candidates for the purposes of this Agreement.

- f. FORCE MAJEURE. AMX shall not be responsible for failure or delay in providing, or continuing to provide Candidates to Client under this Agreement if such failure or delay is due to labor disputes, strikes, fires, riots, war, acts of God, voluntary termination by such Candidates or any other acts, causes or occurrences beyond the control of AMX.
- g. ENTIRE AGREEMENT. This Agreement, including all exhibits and addenda thereto, contains the entire agreement between the parties hereto relating to the subject matter hereof and all prior oral and written agreements, understandings, negotiations, commitments and practices between the parties are hereby superseded. No amendments to this Agreement may be made except by a written agreement signed by both the parties.
- h. TERM; TERMINATION. The term of this Agreement shall be for a period of one (1) year. Either party may terminate the agreement, with or without cause, at any time upon thirty (30) days' written notice to the other party. Either party may also terminate this Agreement upon the occurrence of any of the following events (a "Termination for Cause"): (i) the other party has materially breached any of the terms or conditions of this Agreement and such breach, if capable of cure, is not cured by the breaching party within ten (10) calendar days following written notice to the breaching party, (ii) the other party dissolves; (iii) the other party becomes insolvent or institutes insolvency proceedings or files, or is subject to, a voluntary bankruptcy proceeding, petition, or action; (iv) the filing of relief against the other party of, or the other party is otherwise subject to, an involuntary bankruptcy proceeding, petition or action where such action is not removed or terminated within sixty (60) calendar days; (v) the assignment by the other party of its property for the benefit of creditors; or (vi) the appointment of any receiver, trustee or liquidator for the other party or for any property of the other party, where such appointment is not removed or terminated within sixty (60) calendar days. If either party terminates this Agreement (other than a Termination for Cause by AMX), all Candidates then on an assignment will continue on and complete their assignments, in accordance with the terms of this Agreement.
- i. SEVERABILITY. If any provision of this Agreement is held to be invalid, void or unenforceable, all other provisions shall remain valid and be enforced and construed as if such invalid provision were never a part of this Agreement.
- j. GOVERNING LAW; ARBITRATION. The parties hereto agree that this Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin without reference to its choice of law rules and as if wholly performed within the State of Wisconsin.
- k. NOTICES. All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the second day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as provided below. Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address in the manner set forth above.
- l. HEADINGS. The titles of the articles, sections, subsections, paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.
- m. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

AGREED AND ACCEPTED.

For Client:
SAUK CO HEALTH CARE CENTER

By: Brent Miller

Name: Brent Miller

Title: Administrator

Date: 02 / 23 / 2023

For AMX:
AMX Healthcare Inc.

By: Guilherme Macagnan

Name: Guilherme Macagnan

Title: Chief Executive Officer

Date: 02 / 23 / 2023

Exhibit "A"
SUPPLEMENTAL STAFFING AGREEMENT FOR
HEALTHCARE PROFESSIONALS

The following hospitals, facilities and/or clinics are "Participating Facilities" in this agreement:

Community D/B/A Name	Legal Entity Name	Address	City	State	Zip Code
Sauk County Health Care Center	SAUK CO HEALTH CARE CENTER	1051 Clark St	Reedsburg	WI	53959

Addendum "A"
SUPPLEMENTAL STAFFING AGREEMENT FOR HEALTHCARE PROFESSIONALS
LOCAL AND TRAVEL CANDIDATES RATE SCHEDULE - NURSING

CNA: Certified Nursing Assistant, LPN: Licensed Practical Nurse, RN: Registered Nurse

1. LOCAL CANDIDATE CONTRACTS – (candidates located less than 50 miles from worksite)

HEALTH PROFESSIONAL	CNA	LPN
REGULAR HOURLY RATE	\$43.00	\$66.00

2. TRAVEL CANDIDATE CONTRACTS – (candidates located 50 miles or more from worksite)

HEALTH PROFESSIONAL	CNA	LPN
REGULAR HOURLY RATE	\$47.00	\$70.00

AMX WILL DO ITS BEST EFFORTS TO SUPPLY THE CLIENT WITH LOCAL CANDIDATES AND WILL SUPPLY TRAVEL CANDIDATES WHEN IT IS NOT POSSIBLE TO SOURCE CANDIDATES LOCATED WITHIN A 50 MILE RADIUS FROM WORKSITE.

- These rates are all-inclusive and include recruitment fees, travel reimbursement, lodging per diem reimbursement, meal & incidental expense per diem reimbursement and compensation for healthcare professionals. For any type of professional not mentioned above, rates may be determined in writing on a case-by-case basis.

Assignment Terms for The Regular Bill Rates:

- a. Assignment Duration: any of the following options – six (6), eight (8), twelve (12), thirteen (13), or twenty-six (26) weeks, determined in writing on a case-by-case basis.
- b. Assignment Extension: eligible if requested by Client.

Cancellation of Assignments:

After acceptance of Candidate for local or travel assignment by Client, Client may not cancel that assignment within seven (7) days of assignment start date. Client shall provide no less than seven (7) days written notice of any assignment for reasons other than employee's inability to perform essential functions of the job unless otherwise agreed upon by the parties.

Scheduling and Guaranteed Hours for Local and/or Travel Candidates:

- a. Candidates can be assigned to eight (8), ten (10), or twelve (12) hour shifts.
- b. For candidates confirmed to three (3) twelve (12)-hour shifts, Client will guarantee a minimum of thirty-six (36) hours per each one-week work period, or greater amount if agreed to in a Work Order Confirmation. For Candidates confirmed to four (4) twelve (12)-hour shifts, Client will guarantee a minimum of forty-eight (48) hours per each one-week work period, or greater amount if agreed to in a Work Order Confirmation. For all other Candidates, Client will guarantee a minimum of forty (40) hours per each one-week work period, or greater amount if agreed to in a Work Order Confirmation.
- c. Client is financially responsible for all weekly guaranteed hours in the event of shift cancellations or facility closures. The calculation of the guaranteed minimum work week includes regular, call back and overtime hours worked, but does not include any "on-call" time.

Other Billable Costs or Terms:

- a. Overtime rate – equal to 1.5 times the regular bill rate for all hours worked over twelve (12) hours in a day or forty (40) hours in a work week or as required by the highest of federal or state law.
- b. A workweek is defined as Sunday-Saturday.
- c. Holiday rate – equal to 1.5 times the regular bill rate on hours worked as required by the highest of federal or state law. AMX Healthcare's recognized holidays are: New Year's Day; Memorial Day; Independence Day, Labor Day, Thanksgiving and Christmas Day. Holidays begin at 7:00 PM the night before the holiday, and end at 7:00 AM the day after the holiday.
- d. Call Back rate – equal to 1.5 times the regular bill rate on hours worked.
- e. Crisis rate – equal to 1.5 times the regular bill rate on hours worked. When approved by Client.
- f. Incentive rate – where AMX and Client mutually agree that a higher rate is appropriate for certain positions(s), an Incentive Rate of the regular rate plus \$5.00 may be used. The use of an Incentive Rate will be mutually agreed to and confirmed through the offer process such as by work order confirmation via email or through the technology solution.
- g. Elevated rate - where AMX and Client mutually agree that a higher rate is appropriate for certain positions(s), an Elevated Rate of the regular rate plus \$10.00 may be used. The use of an Elevated Rate will be mutually agreed to and confirmed through the offer process such as by work order confirmation via email or through the technology solution.

At any point during the terms of this agreement rates may be renegotiated and must be accepted in writing by both parties.

Rates: Agreed and Accepted.

For Client:
SAUK CO HEALTH CARE CENTER

By: Brent Miller

Name: Brent Miller

Title: Administrator

Date: 02 / 23 / 2023

For AMX:
AMX Healthcare Inc.

By: Guilherme Macagnan

Name: Guilherme Macagnan

Title: Chief Executive Officer

Date: 02 / 23 / 2023

Supplemental Staffing Agreement for Healthcare Professionals Addendum "B" For AMX Healthcare Inc. Authorized Vendor

This Addendum "B" (hereinafter "Addendum") to the Supplemental Staffing Agreement for Healthcare Professionals (hereinafter "Agreement") in which **AMX Healthcare Inc. ("AMX")** has entered a contract with **SAUK CO HEALTH CARE CENTER ("Client")** (each, a "Party", and collectively, the "Parties"), to provide temporary healthcare professionals (each, a "Candidate").

Ascen Workforce LLC ("Vendor") is an affiliate party to AMX. Vendor will act as the agent of AMX and will bill Client for the time and services on behalf of Candidates placed by AMX. Client agrees that the time and expenses (if applicable) submitted have been reviewed and approved. Vendor will become the legal employer of record for employees placed by AMX at Client (or agent of record for 1099 independent contractors). As such Vendor will pay all Contractors for time worked and applicable expenses, process federal and local unemployment payments, maintain workers' compensation insurance coverage for Contractors, and withhold and pay all associated payroll taxes. Vendor will adhere to state, county, and city sick leave requirements. Vendor will manage accruals for sick leave and will pay Contractors' accrued sick leave as legally required, and those payments will be billed to Client.

INSURANCE. Ascen Workforce LLC ("Vendor") will provide the following insurances for each Candidate employed by AMX or itself and will provide certificates of insurance to Client if requested:

- a) Worker's Compensation Insurance
- b) Bodily Injury by Accident - \$100,000 each accident minimum
- c) Bodily Injury by Disease - \$100,000 each employee minimum
- d) Bodily Injury by Disease - \$500,000 policy limit minimum
- e) Comprehensive General Liability Limits: \$1,000,000 bodily injury and \$1,000,000 property damage.
- f) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- g) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

AMX may start invoicing Client directly for its services at any time providing Client and Vendor with thirty (30) calendar days' notice when this is possible. In such event, all invoices submitted by Vendor prior to end of notice period, shall be paid directly to Vendor or party assigned and all new invoices submitted by AMX shall be paid directly to AMX at the remittance details provided by AMX for all time worked and expenses (if applicable) of the Candidates.

Invoices are payable net thirty (30) days of invoice date. In the event of non-payment by Client, Client agrees to pay to Vendor (or AMX if invoiced directly by AMX), all fees and costs to collect amounts due under this Agreement, including court costs, attorney fees, and interest for late payments at 5% per month, or the maximal amount allowed by law, whichever is lower. Any litigation regarding collecting payments due under this Agreement shall be in New York City, New York.

All Parties agree that neither Vendor or Client (including any Parties affiliates) will engage or request to engage in any activity or separate agreement in which Vendor would provide any service that would compete directly or indirectly with AMX unless otherwise authorized in writing and signed by an AMX officer.

IN WITNESS THEREOF, the Parties have executed this Agreement, as of the dates indicated below.

For Client:
SAUK CO HEALTH CARE CENTER

By: Brent Miller

Name: Brent Miller

Title: Administrator

Date: 02 / 23 / 2023
For AMX:
AMX Healthcare Inc.

By: Guilherme Macagnan

Name: Guilherme Macagnan

Title: Chief Executive Officer

Date: 02 / 23 / 2023
For Vendor:
Ascen Workforce LLC.

By: Francis Larson







Name: Francis Larson

Title: Chief Executive Officer

Date: 02 / 23 / 2023





Title	AMX Healthcare Client Services Agreement for Supplemental...
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Status	● Signed

Document history

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 VIEWED	02 / 23 / 2023 09:56:49 UTC-5	Viewed by Brent Miller (brent.miller@saukcountywi.gov) IP: 206.230.111.125
 SIGNED	02 / 23 / 2023 09:57:37 UTC-5	Signed by Brent Miller (brent.miller@saukcountywi.gov) IP: 206.230.111.125
 VIEWED	02 / 23 / 2023 10:09:33 UTC-5	Viewed by Guilherme Macagnan (g.macagnan@amxhealthcare.com) IP: 81.132.157.171
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 COMPLETED	02 / 23 / 2023 12:51:01 UTC-5	The document has been completed.