

ORDER FORM



A. CLIENT, FACILITY, AND CONTACT INFORMATION

Client and Facility Details

Legal entity:	Sauk County Health Care Center	Facility name:	Sauk County Health Care Center
Address line 1:	1051 Clark Street	Address line 2:	Reedsburg
City:	Reedsburg	State:	WI
		Zip:	53959

☐ Check here and complete Attachment A if this form will cover additional facilities.

Billing Contact

Name:	Marianne Louis	E-mail:	Marianne.louis@saukcountywi.gov
Phone:	608-524-7500		

Staffing Contact

Name:	Megan Haag	E-mail:	Megan.haag@saukcountywi.gov
Title:	Scheduler	Phone:	608-524-7542

B. PRICING AND PAYMENT

Client(s) will be charged and agree(s) to pay Marketplace Access Fees consisting of the hourly base rates and other charges specified in the accompanying Rate Sheet, as modified by any differentials selected below. We may increase the hourly base rates annually by up to the maximum annual increase rate specified below.

Holiday Differential

<input checked="" type="checkbox"/>	\$20/hr	base rate for shifts starting on a Holiday
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Holidays are defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve

Extra Time Pay Differentials

Enabling Extra Time Pay may make your shifts more attractive to professionals. Please select your initial Extra Time Pay settings below. You can change these settings at any time using our app.

Workday 1:	<input checked="" type="checkbox"/>	1.5	x base rate ^[1] after	<input type="text" value="8"/>	consecutive hours ^[2]
Workday 2:	<input checked="" type="checkbox"/>	2.0	x base rate ^[1] after	<input type="text" value="12"/>	consecutive hours ^[2]
Weekly:	<input checked="" type="checkbox"/>	1.5	x base rate ^[1] after	40 hours in a calendar week (Sunday - Saturday)	

Payments, Disputes, and Annual Increases

Payment terms:	NET45	Invoice dispute period:	5 days	Maximum annual increase:	5%
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C. PROFESSIONAL TYPES AND CREDENTIALS TO BE VERIFIED

Professional Type	Credentials to be Verified						
	Photo ID ^[3]	Criminal background check ^[4]	OIG/SAM exclusion check ^[5]	CPR/BLS certificate	TB test or chest X-ray ^[6]	License verification	Food handler certificate
CNA/GNA/STNA	X	X	X	X	X	X	
Med Tech	X	X	X	X	X	X	
LPN/LVN	X	X	X	X	X	X	
RN	X	X	X	X	X	X	
Cook	X	X					X
Dietary Aide	X	X					
Dishwasher	X	X					
Housekeeper	X	X					
Receptionist	X	X					
Janitor	X	X					
Server	X	X					

X Check here and complete Attachment C to add additional professional types and/or credential verifications. You should include any additional state requirements not specifically identified above.

D. ONBOARDING CALL AND OPTIONAL ITEMS

Onboarding Call

We will give you a brief call to show you around our platform. Let us know who we should call and when.

Name:* Phone:*

Date:* Time:* am pm

Facility Instructions and Orientation (Optional)

What scheduling solution do you use (e.g. Excel, Paper, OnShift, UKG, etc.)?:

Parking instructions:

Check-in instructions:

Scrubs requirements:

☐ Check here if you would like professionals to arrive at least 10 minutes early for their first shift at your facility to undergo orientation

E. CLIENT ACKNOWLEDGEMENTS AND SIGNATURE

By signing below, I confirm that I have been duly authorized by each client listed in Section A, above (including any additional clients listed in Attachment A), and I accept, on behalf of each such client, the terms of this Order Form and any attachments or addenda, as well as the accompanying Rate Sheet and Marketplace Access Agreement, which I have received and read, and which I understand are incorporated into this Order Form by reference.

Signature:*

Date signed:*

Print name:*

Lisa Wilson

Title:*

Administrator

^[1] Including any other applicable differentials, e.g. Holiday Differential.

^[2] Shifts will be considered consecutive for workday Extra Time Pay purposes if the later one starts 60 minutes or less after the earlier one ends.

^[3] Professionals provide their driver's license, state ID, US passport, military ID, or permanent resident identification, which are verified via Stripe's Identity service.

^[4] Conducted via Checkr to ensure Professionals have no criminal history likely to result in suspension or revocation of relevant professional licenses, or that we, in our discretion, otherwise deem disqualifying. Background checks are run when Professionals sign up and annually thereafter.

^[5] Professionals are screened against the Inspector General's excluded parties list when they sign up and monthly thereafter. Professionals are screened against the System for Award Management's excluded parties list when they sign up and annually thereafter.

^[6] Professionals must submit a TB test completed within the past 12 months or a chest X-ray completed within the past 5 years. For TB tests must be negative or show 0mm - 14mm induration. Chest X-rays must show no abnormalities. If a Professional's TB test is positive, a chest X-ray must be submitted.

ATTACHMENT C – ADDITIONAL PROFESSIONAL TYPES AND/OR CREDENTIAL VERIFICATIONS

In addition to the documentation listed in Section C of the Order Form, the below listed documents are also required for the indicated professional type(s):

Caregiver, CNA, CMA, MEDTECH, LPN, RN - Flu vax/declination letter, renewed annually Flu season
Oct 1st - March 31st.
Caregiver, CNA, CMA, MEDTECH, LPN, RN - Covid vaccine OPTIONAL

RATE SHEET



A. HOURLY BASE RATES

THE RATES LISTED BELOW APPLY TO CLIENTS WITH NET30 PAYMENT TERMS OR SHORTER. RATES WILL BE INCREASED BY \$2.00/HOUR FOR CLIENTS WITH NET45 PAYMENT TERMS AND BY \$5.00/HOUR FOR CLIENTS WITH NET60 PAYMENT TERMS.

Location		Professional Type											
State	Metro Area	Caregiver	CNA/GNA/STNA	CMA	LPN/LVN	RN	Cook	Dietary Aide	Dish-washer	House-keeper	Receptionist	Janitor	Server
AK	Statewide	\$32	\$34	\$37	\$49	\$69	\$30	\$29	\$29	\$30	\$30	\$29	\$29
AL	Statewide	\$26	\$28	\$31	\$45	\$59	\$28	\$26	\$28	\$28	\$27	\$28	\$28
AR	Fayetteville	\$25	\$27	\$30	\$45	\$59	\$28	\$27	\$28	\$28	\$28	\$27	\$28
AR	Little Rock	\$26	\$28	\$31	\$44	\$58	\$28	\$26	\$27	\$28	\$28	\$27	\$28
AR	Rest of State	\$27	\$29	\$32	\$46	\$59	\$29	\$27	\$28	\$29	\$29	\$28	\$29
AZ	Phoenix	\$30	\$31	\$34	\$54	\$68	\$28	\$28	\$28	\$29	\$29	\$28	\$29
AZ	Tucson	\$30	\$31	\$34	\$54	\$68	\$29	\$28	\$28	\$29	\$29	\$28	\$28
AZ	Rest of State	\$30	\$31	\$34	\$55	\$69	\$30	\$29	\$29	\$30	\$30	\$29	\$29
CA	Bakersfield	\$30	\$31	\$34	\$55	\$69	\$30	\$28	\$28	\$29	\$29	\$28	\$29
CA	Fresno	\$30	\$31	\$34	\$55	\$69	\$30	\$28	\$28	\$29	\$29	\$28	\$28
CA	Modesto	\$31	\$32	\$35	\$51	\$73	\$30	\$29	\$29	\$30	\$30	\$29	\$29
CA	Riverside and LA	\$31	\$32	\$35	\$48	\$72	\$30	\$29	\$29	\$30	\$30	\$29	\$29
CA	Sacramento	\$31	\$32	\$35	\$52	\$75	\$29	\$28	\$29	\$30	\$30	\$29	\$30
CA	San Diego	\$31	\$32	\$35	\$48	\$75	\$29	\$29	\$29	\$30	\$30	\$29	\$30
CA	SF and San Jose	\$34	\$36	\$39	\$57	\$77	\$31	\$30	\$31	\$31	\$31	\$30	\$31
CA	Santa Rosa	\$34	\$36	\$39	\$57	\$77	\$29	\$30	\$30	\$31	\$31	\$30	\$31
CA	Stockton	\$31	\$32	\$35	\$52	\$73	\$29	\$29	\$29	\$29	\$29	\$28	\$29
CA	Rest of State	\$34	\$36	\$39	\$57	\$77	\$29	\$30	\$30	\$31	\$31	\$30	\$31
CO	Colorado Springs	\$30	\$31	\$34	\$50	\$65	\$28	\$28	\$28	\$29	\$29	\$28	\$29

Location		Professional Type											
State	Metro Area	Caregiver	CNA/GNA/ STNA	CMA	LPN/LVN	RN	Cook	Dietary Aide	Dish- washer	House- keeper	Recep- tionist	Janitor	Server
CO	Denver	\$30	\$31	\$34	\$50	\$65	\$30	\$28	\$29	\$30	\$30	\$29	\$29
CO	Rest of State	\$32	\$33	\$36	\$52	\$67	\$32	\$30	\$31	\$32	\$32	\$31	\$31
CT	Bridgeport	\$30	\$32	\$35	\$50	\$65	\$30	\$29	\$29	\$30	\$30	\$29	\$30
CT	Hartford	\$30	\$32	\$35	\$50	\$65	\$30	\$28	\$29	\$30	\$30	\$29	\$30
CT	New Haven	\$30	\$32	\$35	\$50	\$65	\$30	\$29	\$29	\$30	\$30	\$29	\$30
CT	Rest of State	\$30	\$32	\$35	\$50	\$65	\$30	\$29	\$29	\$30	\$30	\$29	\$30
DE	Wilmington	\$30	\$32	\$35	\$50	\$68	\$28	\$28	\$28	\$28	\$28	\$28	\$28
DE	Rest of State	\$30	\$32	\$35	\$50	\$68	\$30	\$29	\$29	\$30	\$30	\$29	\$30
FL	Cape Coral/ Ft. Myers	\$24	\$25	\$28	\$44	\$63	\$28	\$27	\$28	\$28	\$28	\$27	\$28
FL	Daytona Beach	\$24	\$25	\$28	\$44	\$63	\$27	\$27	\$27	\$27	\$27	\$27	\$27
FL	Jacksonville	\$24	\$25	\$28	\$44	\$63	\$28	\$28	\$28	\$28	\$28	\$28	\$28
FL	Lakeland	\$24	\$25	\$28	\$44	\$63	\$28	\$27	\$27	\$28	\$28	\$27	\$28
FL	Miami	\$24	\$25	\$28	\$44	\$63	\$29	\$28	\$28	\$28	\$29	\$28	\$28
FL	Naples	\$24	\$25	\$28	\$44	\$63	\$29	\$28	\$28	\$29	\$29	\$28	\$28
FL	Orlando	\$24	\$25	\$28	\$44	\$63	\$28	\$28	\$28	\$28	\$28	\$28	\$28
FL	Palm Bay	\$24	\$25	\$28	\$44	\$63	\$28	\$27	\$27	\$28	\$28	\$28	\$28
FL	Sarasota	\$24	\$25	\$28	\$44	\$63	\$28	\$27	\$28	\$28	\$28	\$28	\$28
FL	Tampa	\$24	\$25	\$28	\$44	\$63	\$28	\$26	\$28	\$28	\$28	\$28	\$27
FL	Rest of State	\$25	\$26	\$29	\$45	\$64	\$30	\$29	\$29	\$29	\$30	\$29	\$29
GA	Atlanta	\$22	\$24	\$27	\$39	\$59	\$28	\$28	\$28	\$29	\$29	\$28	\$29
GA	Augusta	\$22	\$24	\$27	\$39	\$59	\$28	\$27	\$27	\$28	\$28	\$27	\$28
GA	Savannah	\$22	\$24	\$27	\$39	\$59	\$28	\$27	\$28	\$29	\$29	\$28	\$27
GA	Rest of State	\$24	\$26	\$28	\$41	\$61	\$30	\$29	\$30	\$31	\$31	\$30	\$29
HI	Statewide	\$32	\$34	\$37	\$46	\$68	\$29	\$27	\$28	\$29	\$29	\$28	\$29
IA	Statewide	\$27	\$29	\$32	\$45	\$63	\$29	\$28	\$28	\$29	\$29	\$28	\$29
ID	Statewide	\$32	\$34	\$37	\$46	\$66	\$29	\$28	\$28	\$28	\$29	\$28	\$28
IL	Chicago	\$29	\$30	\$33	\$47	\$66	\$29	\$29	\$29	\$30	\$30	\$29	\$31

Location		Professional Type											
State	Metro Area	Caregiver	CNA/GNA/ STNA	CMA	LPN/LVN	RN	Cook	Dietary Aide	Dish- washer	House- keeper	Recep- tionist	Janitor	Server
IL	Statewide	\$31	\$32	\$35	\$51	\$68	\$31	\$31	\$31	\$32	\$32	\$31	\$33
IN	Statewide	\$27	\$28	\$31	\$46	\$63	\$29	\$27	\$28	\$29	\$29	\$28	\$29
KS	Statewide	\$28	\$29	\$32	\$45	\$61	\$27	\$28	\$27	\$28	\$28	\$27	\$28
KY	Lexington	\$25	\$27	\$30	\$43	\$66	\$28	\$27	\$28	\$28	\$28	\$27	\$28
KY	Louisville	\$25	\$27	\$30	\$43	\$66	\$29	\$28	\$28	\$29	\$29	\$28	\$28
KY	Rest of State	\$27	\$29	\$32	\$45	\$64	\$30	\$29	\$30	\$30	\$30	\$29	\$30
LA	Statewide	\$22	\$24	\$27	\$39	\$59	\$27	\$28	\$28	\$28	\$28	\$27	\$28
MA	Boston	\$33	\$33	\$36	\$54	\$72	\$30	\$29	\$30	\$30	\$30	\$29	\$30
MA	Springfield	\$32	\$32	\$35	\$54	\$69	\$30	\$29	\$29	\$30	\$30	\$29	\$29
MA	Worcester	\$32	\$32	\$35	\$54	\$66	\$30	\$29	\$29	\$30	\$30	\$29	\$30
MA	Rest of State	\$32	\$32	\$35	\$54	\$66	\$30	\$29	\$29	\$30	\$30	\$29	\$30
MD	Baltimore	\$32	\$33	\$36	\$55	\$73	\$30	\$29	\$30	\$30	\$30	\$29	\$29
MD	Washington DC	\$32	\$33	\$36	\$55	\$73	\$30	\$29	\$30	\$30	\$30	\$29	\$29
MD	Rest of State	\$32	\$33	\$36	\$55	\$73	\$30	\$29	\$30	\$30	\$30	\$29	\$29
ME	Statewide	\$30	\$32	\$35	\$50	\$66	\$29	\$28	\$28	\$29	\$29	\$28	\$29
MI	Detroit	\$28	\$29	\$32	\$45	\$63	\$29	\$27	\$28	\$29	\$29	\$28	\$29
MI	Grand Rapids	\$28	\$29	\$32	\$45	\$63	\$29	\$28	\$28	\$29	\$29	\$28	\$28
MI	Lansing	\$28	\$29	\$32	\$45	\$63	\$28	\$28	\$28	\$29	\$29	\$28	\$29
MI	Rest of State	\$29	\$30	\$33	\$47	\$65	\$30	\$30	\$30	\$31	\$31	\$30	\$31
MN	Statewide	\$30	\$32	\$35	\$48	\$63	\$30	\$28	\$29	\$30	\$30	\$29	\$29
MO	Kansas City	\$28	\$29	\$32	\$45	\$61	\$29	\$28	\$28	\$29	\$29	\$28	\$28
MO	St. Louis	\$28	\$29	\$32	\$45	\$63	\$29	\$28	\$28	\$29	\$29	\$28	\$29
MO	Rest of State	\$29	\$30	\$33	\$47	\$64	\$31	\$30	\$30	\$31	\$31	\$30	\$31
MS	Statewide	\$23	\$24	\$27	\$44	\$59	\$27	\$29	\$28	\$29	\$29	\$28	\$28
MT	Statewide	\$29	\$31	\$34	\$52	\$71	\$29	\$28	\$29	\$29	\$29	\$28	\$29
NC	Asheville	\$28	\$30	\$33	\$45	\$63	\$29	\$29	\$29	\$29	\$29	\$29	\$29
NC	Durham	\$25	\$26	\$29	\$45	\$65	\$29	\$29	\$29	\$29	\$29	\$29	\$29

Location		Professional Type											
State	Metro Area	Caregiver	CNA/GNA/STNA	CMA	LPN/LVN	RN	Cook	Dietary Aide	Dish-washer	House-keeper	Receptionist	Janitor	Server
NC	Charlotte	\$25	\$26	\$29	\$45	\$65	\$30	\$30	\$30	\$30	\$30	\$30	\$30
NC	Greensboro	\$25	\$26	\$29	\$45	\$65	\$27	\$27	\$27	\$27	\$27	\$27	\$27
NC	Winston-Salem	\$25	\$26	\$29	\$45	\$65	\$28	\$27	\$28	\$28	\$28	\$27	\$28
NC	Raleigh	\$25	\$26	\$29	\$45	\$65	\$29	\$29	\$29	\$29	\$29	\$29	\$29
NC	Rest of State	\$25	\$26	\$29	\$46	\$66	\$30	\$30	\$30	\$30	\$30	\$30	\$30
ND	Statewide	\$30	\$31	\$34	\$49	\$59	\$28	\$27	\$28	\$28	\$28	\$27	\$28
NE	Statewide	\$30	\$31	\$34	\$46	\$63	\$29	\$27	\$28	\$29	\$29	\$28	\$28
NH	Statewide	\$30	\$31	\$34	\$46	\$59	\$29	\$28	\$28	\$29	\$29	\$28	\$29
NJ	Statewide	\$32	\$35	\$38	\$53	\$71	\$30	\$29	\$29	\$30	\$30	\$29	\$29
NM	Statewide	\$30	\$32	\$35	\$47	\$63	\$28	\$27	\$26	\$28	\$28	\$27	\$28
NV	Las Vegas	\$28	\$29	\$32	\$49	\$69	\$29	\$29	\$29	\$29	\$29	\$29	\$29
NV	Reno	\$28	\$29	\$32	\$49	\$69	\$29	\$29	\$29	\$29	\$29	\$29	\$29
NV	Rest of State	\$29	\$30	\$33	\$50	\$70	\$30	\$30	\$30	\$30	\$30	\$30	\$30
NY	Albany	\$30	\$32	\$35	\$49	\$66	\$29	\$29	\$29	\$29	\$29	\$29	\$29
NY	Buffalo	\$28	\$29	\$32	\$47	\$66	\$27	\$27	\$27	\$27	\$27	\$27	\$27
NY	New York City	\$31	\$32	\$35	\$52	\$70	\$31	\$31	\$31	\$31	\$31	\$31	\$31
NY	Poughkeepsie	\$30	\$32	\$35	\$52	\$69	\$29	\$29	\$29	\$29	\$29	\$29	\$29
NY	Syracuse	\$30	\$32	\$35	\$49	\$66	\$29	\$29	\$29	\$29	\$29	\$29	\$29
NY	Rest of State	\$30	\$32	\$35	\$52	\$69	\$29	\$29	\$29	\$29	\$29	\$29	\$29
OH	Akron	\$27	\$28	\$31	\$43	\$64	\$29	\$29	\$29	\$29	\$29	\$29	\$29
OH	Cincinnati	\$27	\$28	\$31	\$43	\$64	\$29	\$29	\$29	\$29	\$29	\$29	\$29
OH	Cleveland	\$27	\$28	\$31	\$43	\$61	\$29	\$29	\$29	\$29	\$29	\$29	\$29
OH	Columbus	\$27	\$28	\$31	\$43	\$64	\$29	\$29	\$29	\$29	\$29	\$29	\$29
OH	Dayton	\$28	\$30	\$33	\$45	\$61	\$28	\$28	\$28	\$28	\$28	\$28	\$28
OH	Toledo	\$27	\$28	\$31	\$43	\$64	\$29	\$29	\$29	\$29	\$29	\$29	\$29
OH	Youngstown	\$27	\$28	\$31	\$42	\$66	\$28	\$28	\$28	\$28	\$28	\$28	\$28
OH	Rest of State	\$29	\$31	\$34	\$46	\$62	\$29	\$29	\$29	\$29	\$29	\$29	\$29

Location		Professional Type											
State	Metro Area	Caregiver	CNA/GNA/ STNA	CMA	LPN/LVN	RN	Cook	Dietary Aide	Dish- washer	House- keeper	Recep- tionist	Janitor	Server
OK	Oklahoma City	\$26	\$28	\$31	\$46	\$63	\$28	\$28	\$28	\$28	\$28	\$28	\$28
OK	Tulsa	\$26	\$28	\$31	\$46	\$63	\$27	\$27	\$27	\$27	\$27	\$27	\$27
OK	Rest of State	\$26	\$28	\$31	\$47	\$64	\$28	\$28	\$28	\$28	\$28	\$28	\$28
OR	Statewide	\$35	\$38	\$41	\$55	\$69	\$29	\$28	\$29	\$29	\$29	\$28	\$29
PA	Allentown	\$26	\$27	\$30	\$45	\$64	\$29	\$29	\$29	\$29	\$29	\$29	\$29
PA	Harrisburg	\$26	\$27	\$30	\$45	\$64	\$29	\$29	\$29	\$29	\$29	\$29	\$29
PA	Philadelphia	\$29	\$30	\$33	\$46	\$62	\$28	\$28	\$28	\$28	\$28	\$28	\$28
PA	Pittsburgh	\$30	\$31	\$34	\$49	\$66	\$29	\$29	\$29	\$29	\$29	\$29	\$29
PA	Scranton	\$26	\$27	\$30	\$45	\$64	\$29	\$29	\$29	\$29	\$29	\$29	\$29
PA	Rest of State	\$28	\$29	\$32	\$47	\$66	\$31	\$31	\$31	\$31	\$31	\$31	\$31
RI	Statewide	\$30	\$31	\$34	\$49	\$65	\$29	\$27	\$29	\$29	\$29	\$28	\$29
SC	Columbia	\$24	\$25	\$28	\$45	\$59	\$28	\$28	\$28	\$28	\$28	\$28	\$28
SC	Charleston	\$24	\$25	\$28	\$45	\$59	\$29	\$29	\$29	\$29	\$29	\$29	\$29
SC	Greenville	\$24	\$25	\$28	\$45	\$59	\$28	\$28	\$28	\$28	\$28	\$28	\$28
SC	Myrtle Beach	\$24	\$25	\$28	\$45	\$59	\$28	\$28	\$28	\$28	\$28	\$28	\$28
SC	Rest of State	\$24	\$25	\$28	\$45	\$59	\$29	\$29	\$29	\$29	\$29	\$29	\$29
SD	Statewide	\$29	\$31	\$34	\$45	\$59	\$28	\$28	\$28	\$28	\$28	\$28	\$28
TN	Chattanooga	\$27	\$28	\$31	\$43	\$59	\$28	\$28	\$28	\$28	\$28	\$28	\$28
TN	Knoxville	\$27	\$28	\$31	\$43	\$59	\$28	\$28	\$28	\$28	\$28	\$28	\$28
TN	Memphis	\$27	\$28	\$31	\$43	\$59	\$27	\$27	\$27	\$27	\$27	\$27	\$27
TN	Nashville	\$25	\$26	\$29	\$43	\$60	\$29	\$29	\$29	\$29	\$29	\$29	\$29
TN	Rest of State	\$27	\$28	\$31	\$43	\$59	\$27	\$27	\$27	\$27	\$27	\$27	\$27
TX	Austin	\$25	\$26	\$29	\$41	\$62	\$29	\$29	\$29	\$29	\$29	\$29	\$29
TX	Dallas	\$26	\$27	\$30	\$42	\$64	\$29	\$29	\$29	\$29	\$29	\$29	\$29
TX	El Paso	\$25	\$26	\$29	\$41	\$62	\$27	\$27	\$27	\$27	\$27	\$27	\$27
TX	Houston	\$22	\$23	\$26	\$36	\$59	\$28	\$28	\$28	\$28	\$28	\$28	\$28
TX	McAllen	\$25	\$26	\$29	\$41	\$62	\$27	\$27	\$27	\$27	\$27	\$27	\$27

Location		Professional Type											
State	Metro Area	Caregiver	CNA/GNA/STNA	CMA	LPN/LVN	RN	Cook	Dietary Aide	Dish-washer	House-keeper	Receptionist	Janitor	Server
TX	San Antonio	\$25	\$26	\$29	\$41	\$62	\$27	\$27	\$27	\$27	\$27	\$27	\$27
TX	Rest of State	\$26	\$27	\$30	\$42	\$64	\$29	\$29	\$29	\$29	\$29	\$29	\$29
UT	Ogden	\$30	\$32	\$35	\$47	\$63	\$28	\$28	\$28	\$28	\$28	\$28	\$28
UT	Provo	\$30	\$32	\$35	\$47	\$63	\$28	\$28	\$28	\$28	\$28	\$28	\$28
UT	Salt Lake City	\$30	\$32	\$35	\$47	\$63	\$28	\$28	\$28	\$28	\$28	\$28	\$28
UT	Rest of State	\$30	\$32	\$35	\$47	\$63	\$28	\$28	\$28	\$28	\$28	\$28	\$28
VA	Richmond	\$27	\$28	\$31	\$42	\$64	\$29	\$29	\$29	\$29	\$29	\$29	\$29
VA	Roanoke	\$27	\$28	\$31	\$42	\$64	\$29	\$29	\$29	\$29	\$29	\$29	\$29
VA	Washington DC	\$32	\$33	\$36	\$55	\$72	\$30	\$29	\$30	\$30	\$30	\$29	\$29
VA	Rest of State	\$28	\$29	\$32	\$44	\$66	\$31	\$31	\$31	\$31	\$31	\$31	\$31
VT	Statewide	\$29	\$31	\$34	\$46	\$59	\$28	\$28	\$28	\$28	\$28	\$28	\$28
WA	Seattle	\$33	\$35	\$38	\$53	\$66	\$31	\$31	\$31	\$31	\$31	\$31	\$31
WA	Spokane	\$31	\$33	\$36	\$49	\$65	\$29	\$29	\$29	\$29	\$29	\$29	\$29
WA	Vancouver	\$33	\$35	\$38	\$53	\$69	\$29	\$29	\$29	\$29	\$29	\$29	\$29
WA	Rest of State	\$31	\$33	\$36	\$49	\$65	\$29	\$29	\$29	\$29	\$29	\$29	\$29
WI	Madison	\$28	\$29	\$32	\$47	\$64	\$29	\$28	\$28	\$29	\$29	\$28	\$29
WI	Milwaukee	\$28	\$29	\$32	\$47	\$64	\$29	\$28	\$28	\$29	\$29	\$28	\$29
WI	Rest of State	\$29	\$30	\$33	\$48	\$65	\$30	\$29	\$29	\$30	\$30	\$29	\$30
WV	Statewide	\$28	\$30	\$33	\$46	\$57	\$28	\$27	\$27	\$28	\$28	\$28	\$28
WY	Statewide	\$30	\$31	\$34	\$47	\$68	\$29	\$28	\$29	\$29	\$29	\$28	\$29

B. SHIFT CANCELLATION AND TERMINATION CHARGES

Description	Hours Charged
Booked shift canceled by Client 24 hours or less before scheduled start time	2
Booked shift terminated by Client after start time but before Professional completes 50% of scheduled hours ²	4
Booked shift terminated by Client after Professional completes 50% or more of scheduled hours ²	8

¹ Only certified caregivers are permitted to work caregiver shifts in Arizona.

² No termination charges will be assessed for shifts terminated by Client as a result of a timely-reported Reportable Incident, as that term is defined in the accompanying Marketplace Access Agreement, and Client will only be charged for time actually worked prior to the shift being terminated.

MARKETPLACE ACCESS AGREEMENT

This MARKETPLACE ACCESS AGREEMENT (this “**MAA**”) is entered into as of the date of signature (the “**Effective Date**”) of the accompanying Order Form (the “**Order Form**”) by and among, on the one hand, each client listed in the Order Form and any of its attachments (collectively, “**Client**”) and, on the other hand, Twomagnets LLC d/b/a Clipboard Health, a Delaware limited liability company (“**Clipboard**”). Clipboard and Client may hereinafter be referred to, individually, as a “**Party**” and, collectively, as the “**Parties**.”

The Order Form and any attachments or addenda, the accompanying Rate Sheet (the “**Rate Sheet**”), this MAA, Clipboard’s [Terms of Service](#) (the “**TOS**”), and Clipboard’s [Privacy Policy](#) (the “**Privacy Policy**,” together with the Order Form, the Rate Sheet, this MAA, and the TOS, this “**Agreement**”) set forth the terms upon which Clipboard will permit Client to access its technology platform (the “**Marketplace**”) that, among other things, allows clients to post open shifts at their facilities and allows independent professionals (each, a “**Professional**” and collectively “**Professionals**”) to view and sign up to work those shifts.

By signing the Order Form, Client confirms that it has read, understood, and intends to be bound, as of the Effective Date, by the terms of this Agreement.

1. Relationships with Clipboard.

- (a) **Client.** The relationship between the Parties is that of independent contractors, each of which operates a separate and distinct business enterprise that provides services outside the usual course of business of the other. Nothing contained in or done in furtherance of this Agreement will create, or is intended to create, any employment, partnership, joint venture, franchise, or agency relationship between the Parties.
- (b) **Professionals.** Client acknowledges and agrees that all Professionals will be independent contractors of Clipboard, and that no Professionals will be employees of Clipboard. Client further acknowledges and agrees that all Professionals have the sole right to determine which shifts, if any,

to accept, the time, place, and manner of services, if any, they agree to provide, and the prices they are willing to accept for those services.

2. Clipboard’s Responsibilities.

- (a) **Marketplace Access.** Clipboard will use commercially reasonable efforts to make the Marketplace accessible to Client and Professionals through an application for web browsers, as well as iOS and Android devices (the “**App**”). The App will, among other things, allow Client to post shifts, view the profiles of Professionals that have accepted Client’s shifts, communicate directly with said Professionals, and cancel previously-posted shifts.
- (b) **Professional Credential Verification.** For each type of Professional listed in Section C of the Order Form (including any additional professional types listed in Attachment C), Clipboard will verify the credential(s) and/or document(s), if any, that have been selected (“**Credential Verification Services**”). Clipboard will only permit Professionals that satisfy the applicable credential requirements of Section C of the Order Form (including any additional requirements listed in Attachment C), if any, to accept shifts posted by Client. Notwithstanding the foregoing, Client acknowledges and agrees that Clipboard’s Credential Verification Services will not substitute for or relieve Client of its own statutory, regulatory, and/or contractual obligations, if any, to independently verify credentials, documents, and/or information pertaining Professionals.
- (c) **Payment of Professionals.** As between the Parties, Clipboard, and not Client, shall be solely responsible for paying Professionals for services arranged through the Marketplace.
- (d) **“Do Not Return” Requests.** Client may, in its sole discretion, request through the App that any Professional who has worked a shift for Client not be permitted to accept any future shifts posted by Client, and Clipboard will honor such requests.

(e) **Customer Support.** Clipboard will use commercially reasonable efforts to provide Client with 24/7 telephonic and e-mail support for questions and issues related to the Marketplace or the App (collectively, "**Support Services**").

(f) **Supervision and Safety of Professionals.** Client acknowledges and agrees that Clipboard shall not be responsible for supervising or ensuring the safety of Professionals while they are present at any of Client's facilities. Without limiting the generality of the foregoing, Client acknowledges and agrees that Clipboard shall not: (i) provide training or orientation materials to Professionals, except that Clipboard may, in its sole discretion, agree to transmit training and/or orientation materials supplied by Client; (ii) furnish Professionals with all tools or equipment to perform their duties; or (iii) monitor the Performance of professionals during shifts.

3. **Client's Responsibilities.**

(a) **Payment of Fees.**

(i) In consideration of being permitted to access the Marketplace and the App, and to receive Credential Verification Services and Support Services, Client agrees to pay Clipboard fees as follows (collectively, the "**Marketplace Access Fees**"): (1) for each shift worked by a Professional, the corresponding hourly base rate specified in Section A of the Rate Sheet, as modified by Section 3(a)(ii) or Section 3(a)(iii), below, and any applicable differentials specified in Section B of the Order Form, multiplied by the duration of the shift; and (2) to the extent applicable, the shift cancellation and termination charges specified in Section B of the Rate Sheet. On or after each anniversary of the Effective Date, the hourly base rates specified in Section A of the Rate Sheet may, in Clipboard's sole discretion, be increased by up to the maximum annual increase rate specified in Section B of the Order Form. Clipboard shall provide written notice to Client of any such increases before they take effect.

(ii) Clipboard, through its Rate Negotiation feature, may permit Professionals to propose different (and potentially higher) base rates for shifts posted by Client, in which case Clipboard will promptly notify Client. Client may, in its sole discretion, accept or reject the negotiated base rate, or make a counterproposal, which may, in turn, be accepted, rejected, or countered by the Professional in their sole discretion. Negotiated base rates will remain subject to any applicable differentials specified in Section B of the Order Form. In the event that Client

and a Professional reach agreement through a Rate Negotiation, the base rate for the subject shift will be updated and the subject shift will be booked by the Professional. In the event of an unsuccessful Rate Negotiation, the subject shift will remain open in the Marketplace at its original rate. Authorized Personnel (as defined below) may, on Client's behalf, opt out of the Rate Negotiation feature or opt back into the feature in the event of a prior opt-out.

(iii) Clipboard's Variable Charge feature allows Client's Authorized Personnel to increase hourly base rates for individual shifts. Authorized Personnel may, on Client's behalf, opt out of the Variable Charge feature or opt back into the feature in the event of a prior opt-out.

(b) **Designation of Authorized Personnel.** Client shall provide to Clipboard in writing a list of persons authorized to act on Client's behalf (collectively, "**Authorized Personnel**"), including by accessing the Marketplace, posting and cancelling shifts, and verifying shifts. Clipboard shall be entitled to rely on any information or instructions provided by Client's Authorized Personnel, or any person who accesses the Marketplace using an account created by Client. Client shall be solely responsible for: (i) notifying Clipboard in writing of any changes to its Authorized Personnel; (ii) ensuring the compliance of its Authorized Personnel and anyone else acting on its behalf with the terms of this Agreement; and (iii) safeguarding the credentials for its account(s) and preventing anyone other than Authorized Personnel from accessing the Marketplace and/or communicating with Clipboard on Client's behalf.

(c) **Posting and Cancellation of Shifts.** To the extent that Client wishes to posts shift on the Marketplace or to cancel previously-posted shifts, Client's Authorized Personnel shall do so using the App. Client acknowledges and agrees that certain shift cancellations or terminations are subject to additional charges as provided in Section B of the Rate Sheet.

(d) **Verification of Shifts.** Client shall cooperate with and assist Clipboard in verifying shifts worked by Professionals, including, to the extent Clipboard so requests, by: (i) documenting the hours worked by Professionals using the App, or by such other means as Clipboard may, in its reasonable discretion, designate; (ii) promptly responding to requests from Clipboard for confirmation of the hours worked by Professionals; (iii) furnishing Clipboard with copies timesheets or other documentation showing the hours worked by Professionals.

(e) **Incidents Involving Professionals.** Client shall promptly, and in no event within more than twenty-four (24) hours, notify Clipboard if it becomes aware of any of the following being committed by a Professional (each, a “**Reportable Incident**”): (i) damage to equipment; (ii) injury to customers or patients; (iii) unauthorized absence; (iv) substance abuse; (v) violation of Client’s policies or procedures; (vi) violation of law; or (vii) any other act of professional negligence. If Client learns of a Reportable Incident during the shift in which that incident occurred, Client may immediately terminate the shift without penalty, and, provided that Client timely complies with the notification requirements of this Section 3(f), Client shall only be charged for time actually worked prior to the shift being terminated.

(f) **Communications with Professionals.** To the extent that Client or anyone acting on its behalf sends communications directly to Professionals, whether through the App or by any other means, Client shall ensure that such communications free of any unlawful, inappropriate, or abusive content.

(g) **Direct Hires.** Client may, at any time, directly hire a Professional introduced by Clipboard. Should the Client elect to directly hire a Professional, Client will not be charged any direct hire fees for such engagement. Client retains the exclusive right to conduct its own hiring processes, without any financial obligation to Clipboard for these hires. This zero direct hire fee arrangement is intended to permit Client to independently recruit and onboard new employees without the involvement of Clipboard.

4. **Invoicing and Payments Terms; Disputes.**

(a) **Invoicing and Payments Terms.** Clipboard will invoice Client for Marketplace Access Fees weekly or at any other frequency that Clipboard may, in its reasonable discretion select. Client will pay such invoices within the time period specified in Section B of the Order Form, except for any amounts disputed in good faith pursuant to Section 4(b), below. Overdue amounts shall be subject to finance charge of one and a half percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is lower. Additionally, Client shall reimburse Clipboard for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys’ fees and collection agency fees.

(b) **Disputes.** If Client in good faith disputes all or part of an invoice, Client shall, within the invoice dispute period specified in Section B of the Order Form (the “**Invoice Dispute Period**”), notify Clipboard by sending an e-mail including a detailed explanation

of such dispute to billing@clipboardhealth.com, or such other e-mail address as Clipboard may specify. The Invoice Dispute Period for each invoice shall begin on the date Client receives that invoice. Client shall be deemed to have waived any objections to charges not disputed as provided herein within the Invoice Dispute Period. In the event that Client timely disputes all or part of an invoice, Clipboard shall review the disputed charges and if, in its reasonable discretion, Clipboard determines that an error was made, Client shall receive a credit or adjustment. Client’s dispute of all or part of an invoice shall not relieve Client of its obligation to timely pay all undisputed charges and invoices.

(c) **Taxes.** Client acknowledges and agrees that Marketplace Access Fees are exclusive of any applicable taxes, and Client is responsible for the payment of all taxes that may now or in the future be associated with this Agreement or Client’s use of the Marketplace, other than federal and state taxes based on Clipboard’s income. Client may not withhold from or otherwise reduce the amounts paid to Clipboard hereunder on account of any such taxes.

5. **Term and Termination.**

(a) **Term.** This Agreement shall commence on the Effective Date and will continue until terminated in accordance with this Section 5 (the “**Term**”).

(b) **Termination for Convenience.** Either Party may terminate this Agreement without cause upon fifteen (15) days’ prior written notice to the other Party.

(c) **Termination for Cause.** Either Party may terminate this Agreement immediately by written notice to the other Party if:

(i) The other Party is in material breach of this Agreement, including any representation or warranty herein, and such breach is not cured within ten (10) days following that Party’s receipt of notice of such breach, provided, however, there shall be no cure period for a breach that: (1) is the result of gross negligence or willful misconduct; (2) in the reasonable opinion of the Party seeking termination, cannot be cured; or (3) is reasonably likely to result in irreparable harm to the Party seeking termination.

(ii) The other Party: (1) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (2) files a petition for bankruptcy; or (3) commences, or has commenced against it, proceedings relating to

bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

(d) **Suspension.** Clipboard reserves the right to suspend Client's access to the Marketplace and/or suspend Clipboard's performance of this Agreement if any amount owed by Client is not paid when due or if Client is otherwise in material breach of this Agreement.

(e) **Effect of Termination; Survival.** Any shifts in progress at the time of termination of this Agreement shall continue for their scheduled duration and shall be governed by this Agreement notwithstanding its termination. Any future shifts that have not yet started at the time of termination of this Agreement shall be deemed canceled. The following provisions shall survive termination of this Agreement: Section 4 (Invoicing and Payments); Section 5(e) (Effect of Termination); Section 6 (Confidentiality); Section 8 (Indemnification); Section 9 (Insurance); Section 10 (Limitation of Liability); Section 11 (Disputes; Binding Arbitration); and Section 12 (Miscellaneous).

6. Confidentiality.

(a) **Confidential Information.** Each Party acknowledges and agrees that in the performance of this Agreement it may have access or be exposed to confidential information of the other Party or third parties ("**Confidential Information**"). Confidential Information means information that has been designed as confidential, or that the Party receiving it reasonably should know is intended to be confidential, including, without limitation, business, financial, technical, and operational information of the Parties, as well as personal information of Professionals. Confidential Information does not include: (i) information that was in the receiving Party's lawful possession prior to the disclosure; (ii) information that is lawfully disclosed to the receiving Party by a third party without actual, implied, or intended restriction on disclosure through the chain of possession, or (iii) is independently developed by the receiving party without the use of or access to the Confidential Information, as corroborated by written records.

(b) **Obligations.** Each Party acknowledges and agrees that: (i) all Confidential Information shall remain the exclusive property of the disclosing Party; (ii) it shall not use Confidential Information of the other Party for any purpose except in furtherance of this Agreement; (iii) it shall not disclose Confidential Information of the other Party to any third party, except to its employees, officers, contractors, agents, and service providers ("**Permitted Persons**") as necessary to perform their obligations under this Agreement, provided

such Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and (iv) it shall, to the extent permitted by applicable law, return or destroy all Confidential Information of the disclosing Party, upon the termination of this Agreement or at the request of the other Party.

(c) **Protected Health Information.** Unless otherwise agreed by the Parties in writing, Client shall not provide Clipboard with any protected health information ("**PHI**") as that term is defined under applicable law, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), and shall not transmit any PHI to or using the Marketplace or the App. As between the Parties, Client, and not Clipboard, shall be solely responsible for ensuring that any PHI provided by Client to Professionals is handled in accordance with applicable law, including, without limitation HIPAA.

7. Warranties.

(a) **Mutual Warranties.** Each Party represents and warrants to the other Party that: (i) it is a legal entity duly organized and validly existing under the laws of its relevant jurisdiction; (ii) it has the full right, power and authority to enter into this Agreement; (iii) this Agreement is a valid and binding obligation of such Party; (iv) it has obtained and shall maintain throughout the Term all necessary licenses, authorizations, approvals, and consents to enter into and perform its obligations hereunder; and (v) it shall comply with all applicable laws and regulations in its performance of the Agreement.

(b) **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE MARKETPLACE, THE APP, THE CREDENTIAL VERIFICATION SERVICES, THE SUPPORT SERVICES, AND THE SERVICES OF PROFESSIONALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. CLIPBOARD EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT USE OF THE MARKETPLACE AND/OR THE APP MAY REQUIRE CLIENT'S DATA TO BE ACCESSED AND TRANSFERRED THROUGH THIRD-PARTY SYSTEMS NOT UNDER CLIPBOARD'S CONTROL. CLIPBOARD MAKES NO WARRANTY AND TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE

LAW DISCLAIMS ALL LIABILITY WITH RESPECT TO THE SECURITY OF SUCH SYSTEMS.

8. **Indemnification.**

(a) **Indemnification by Clipboard.** Clipboard will defend, indemnify, and hold harmless Client, together with its equityholders, directors, officers, employees, agents, and affiliates (each, a "**Clipboard Indemnified Party**") from any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or out-of-pocket expenses of whatever kind, including reasonable attorneys' fees, the costs of enforcing any right to indemnification under this Agreement (collectively, "**Losses**"), incurred by any Clipboard Indemnified Party arising from any allegation that the Marketplace or the App infringe upon any copyright, trade secret, or U.S. patent of any third party. The indemnity provided by this Section 8(a) constitutes Clipboard's sole liability and Client's exclusive remedy for such Losses.

(b) **Indemnification by Client.** Client will defend, indemnify, and hold harmless Clipboard, together with its equityholders, directors, officers, employees, agents, and affiliates (each, a "**Client Indemnified Party**") from any and all Losses incurred by any Client Indemnified Party arising from: (i) use of the Marketplace or App by Client or anyone using an account created by Client; (ii) Client's breach of this Agreement; or (iii) negligence, recklessness, willful misconduct, or any violation of law by Client or anyone acting on its behalf.

(c) **Indemnification Procedure.** Any Party seeking indemnification under this Agreement will promptly notify the other Party in writing of the claim and cooperate with the other Party in defending the claim. To the extent permitted by applicable law, the Party providing indemnity will have full control and authority over the defense provided; however, that: (i) any settlement requiring the indemnified Party to admit liability, be subject to injunctive or other equitable penalties, or to pay any money damages will require that Party's prior written consent; and (ii) the indemnified Party may join in the defense with its own counsel at its own expense.

9. **Insurance.** Throughout the Term and for a period of three (3) years thereafter, each Party will maintain in effect the following policies of insurance, with reputable insurance carriers: (a) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence, \$3,000,000 annual aggregate; and (b) professional liability insurance with a limit of not less than \$1,000,000 per claim, \$3,000,000 annual

aggregate. Each Party will name the other Party as an additional insured under the policies required by this Section 9, and will furnish the other Party with certificates of insurance evidencing the required coverages upon request.

10. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS OR REVENUE, LOSS OF DATA OR GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. EXCEPT WITH RESPECT TO THE INDEMNITY OBLIGATIONS SET FORTH IN SECTION 8(A), IN NO EVENT WILL CLIPBOARD'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL FEES PAID BY CLIENT TO CLIPBOARD IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT THAT GAVE RISE TO THE LIABILITY.

11. **Disputes; Binding Arbitration.** ALL DISPUTES ARISING OUT OF THIS AGREEMENT SHALL BE SUBMITTED TO THE AMERICAN ARBITRATION ASSOCIATION FOR BINDING ARBITRATION PURSUANT TO ITS COMMERCIAL ARBITRATION RULES WITH EXPEDITED PROCEDURES ELECTED. THE ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF LOS ANGELES, CALIFORNIA, AND ALL OF THE FEES AND COSTS OF THE ARBITRATION SHALL BE SHARED EQUALLY BY THE PARTIES. ATTORNEY'S FEES MAY BE AWARDED TO THE PREVAILING PARTY AT THE DISCRETION OF THE ARBITRATOR, BUT THE ARBITRATOR SHALL HAVE NO POWER TO ALTER OR AMEND THIS AGREEMENT OR TO AWARD ANY RELIEF INCONSISTENT WITH THE PROVISIONS HEREIN OR UNAVAILABLE IN A COURT OF LAW.

12. **Miscellaneous.**

(a) **Notices.** Any notice under this Agreement must be in writing and delivered by first class mail, certified mail, overnight mail, or e-mail. Such communications shall be effective when they are received by the addressee Monday to Friday from 8:30 am to 5:00 pm Pacific Time; but if sent by certified mail in the manner set forth above, they shall be effective three (3) days after being deposited in the mail. Notices to the Client shall be sent to any mailing or e-mail address listed in Section A of the Order Form. Except with respect to provisions of this Agreement that expressly

provide another method, notices to Clipboard shall be sent to:

Twomagnets LLC d/b/a Clipboard Health
Attn: Legal Department
440 N. Barranca Ave. #5028
Covina, CA 91723
contracts@clipboardhealth.com

Either Party may change its address for such communications by giving notice to the other Party in conformity with this Section 12(a).

- (b) **Interpretation.** Each Party has been represented by, or had the opportunity to be represented by, independent legal counsel. Therefore, the normal rule of construction that an agreement shall be interpreted against the drafting Party shall not apply.
- (c) **Waiver.** No waiver by a Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- (d) **Force Majeure.** Neither Party will be liable for delays in performance or for non-performance if such delay or non-performance is caused by contingencies beyond the reasonable control of the non-performing Party, including but not limited to, riot, war or hostilities between nations, extreme weather conditions, embargoes, government orders, regulations, natural disasters, laws, ordinances or rulings, fire, or acts of God. The non-performing Party will give prompt written notice to the other Party of the reason for its delay or non-performance and the extent and expected duration of its inability to perform. Upon cessation of such situation, the non-performing Party will resume performance as soon as practicable following cessation of such situation; provided, however, that Sponsor and Partner shall not be liable for compliance with new regulatory requirements that make compliance impossible or impracticable.
- (e) **Assignment.** This Agreement is not assignable, or transferable by either Party without the prior written consent of the other, which shall not be unreasonably withheld, provided that such consent is not required in case of assignment to a successor by way of an asset sale, merger, change of control, or operation of law where the acquiring

entity assumes all liabilities, responsibilities, and obligations of the assigning entity hereunder. Any other attempted assignment, transfer, or sublicense shall be void. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

- (f) **Conflicts.** In the event of a conflict among the documents comprising this Agreement, the terms of the document appearing earliest in the following list will prevail, but only to the extent of the conflict: (i) the Order Form and any attachments or addenda; (ii) the Rate Sheet; (iii) this MAA; (iv) the Terms of Service; and (v) the Privacy Policy.
- (g) **Obligations Joint and Several.** Each of the entities comprising Client shall be jointly and severally responsible for performance of each of Client's obligations under this Agreement. In the event of a breach of this Agreement by Client, Clipboard may, in its sole discretion, seek recovery against any such entity or combination of entities for of all sums due hereunder without first exhausting its remedies as to any others.
- (h) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- (i) **Electronic Signatures.** This Agreement may be signed electronically, any such electronic signatures shall be treated identically to handwritten signatures for the purposes of validity, enforceability, and admissibility.
- (j) **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated under this Agreement be consummated as originally contemplated to the greatest extent possible.
- (k) **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the Parties. Clipboard may, in its sole discretion, amend this Agreement, including any of the documents that comprise it, at any time. If Clipboard makes changes to this Agreement, it will provide Client with written notice of those changes

before the revised Agreement becomes effective. If Client disagrees with the revised Agreement, it may terminate the Agreement immediately and without penalty. If Client does not terminate the Agreement before the date the revised Agreement becomes effective, Client's continued use of the Marketplace and/or the App will constitute acceptance of the revised Agreement.