

SERVICE AGREEMENT TERMS AND CONDITIONS

PROVISIONS

These terms and conditions ("T&Cs") apply to and are a material part of the agreement titled "Circus Concept Consulting, LLC dba Alto Health Care Staffing, Inc. Services Agreement" (the "Agreement"). All defined terms shall have the same meaning as in the Agreement.

I. COMPANY'S OBLIGATION

A. Company, on a regular basis, may notify Vendor of its health care professional needs, and Vendor shall seek to match the skills and experience of its Contractors to fit those needs. Company shall provide a detailed job description and professional requirements to Vendor, prior to Vendor assigning a Contractor to Company.

B. Company must provide specific details of each job requisition including, but not limited to, the scope of work, term of assignment and other relevant timelines, as well as the applicable hourly bill rates/mark up, work location, start and end dates, and any other information necessary for performance of the assignment and whether Company requires any specific documentation for the Contractor (the "Job Requisition"). Each Job Requisition is subject to the terms and conditions of this Agreement. To the extent any terms or conditions of a Job Requisition conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control, except (1) to the extent Vendor agrees otherwise in writing and signed by an authorized representative of Vendor or (2) with respect to hourly rates or mark-ups in a specific Job Requisition that is accepted by Vendor.

C. In response to a Job Requisition, Vendor may present Company with one or more qualifying Contractors for consideration. Once Company has selected and approved the desired Contractor, Company will extend an offer to Vendor for Contractor's services. The offer may be conditional, in that it may be subject to Contractor's satisfaction of any preconditions required by law, by the Company, or by this Agreement. Once Vendor accepts Company's offer, Vendor will assign Contractor to perform the services agreed upon in the Job Requisition (the "Assignment"). Assignments can be any of the following: (1) "Contracts," which are assignments at a location typically for a period of multiple weeks and accompanied by a Contract Agreement per assignment; and (2) "PRN/Per Diem Shifts," which are assignments for gig shift work, generally requested for one shift at a time.

D. Company will provide day to day direction over Contractor, including providing any and all required details regarding Contractor's specific duties and Company's facility requirements, throughout the duration of Contractor's Assignment. Company retains the sole professional management responsibility for the patient and the services provided at Company's facility, whether or not those services are performed by Contractor or otherwise. Company shall have sole exclusive responsibility to plan the patient's care and coordinate such care; provided, however, Company acknowledges and agrees that its sole discretion in its patient's care shall not cause Vendor or Contractor to be liable for any resulting injuries, death, disfigurement, or otherwise pursuant to Company's responsibilities.

E. Company shall provide to Vendor all applicable Company policies and procedures prior to the execution of this Agreement and any and all updates or amendments shall be provided immediately upon their passage.

F. Company shall promptly notify Vendor if any adverse incident involving Contractor occurs, including, but not limited to, disciplinary action, injuries, incidents, depositions, complaints,

allegations of misconduct or inappropriate behavior, and threatened or actual lawsuits, whether or not the incident results in a poor outcome for Company's patients or personnel. The Company's notice shall detail the name of the Contractor, location of the incident, and any and all relevant information about the incident. Vendor retains the right to inquire into the events surrounding the incident and to review any and all documentation necessary to investigate the incident or claim, and Company agrees to promptly comply with all requests in good faith.

G. Company shall comply with all applicable Company policies in relation to daily supervision of Contractors.

H. In the event Company wishes to temporarily reassign Contractor to perform a function that differs from the original Job Requisition and Assignment, such as filling in on a different floor for a particular shift or part of a shift, Company agrees that such temporary reassignment is permitted only if the reassignment is to perform a function that is within an area of practice within the Contractor's range of clinical competence and qualifications.

I. Company certifies that it is an Equal Opportunity Employer and will not discriminate in the placement or treatment of personnel or Contractor on the basis of race, color, sex, sexual orientation, gender, gender identity and expression, age, religion, physical or mental disability, citizenship, national origin, ancestry, genetic information, military status, veteran status, marital or familial status, pregnancy (including breastfeeding, childbirth, or related medical condition), or any other characteristic protected under any law applicable in the jurisdiction where Contractor's services are to be performed.

II. VENDOR'S OBLIGATION

A. Upon request from the Company, Vendor will endeavor to identify qualified potential Contractors for potential Assignments with the Company.

B. In assessing the qualifications of a potential Contractor for an Assignment, Vendor shall perform the screens, checks, and verifications set forth in **Exhibit A**. Included among these obligations, Vendor shall perform primary source verification of licenses and shall do so as necessary to ensure that all Contractors' licenses are renewed prior to expiration.

C. Vendor will maintain a copy of proof of primary source verification and will provide a copy to Company upon request.

D. Vendor shall, in a commercially reasonable time, notify Company upon its learning of a Contractor's loss of any such licenses, certifications, or approvals.

E. In addition to the foregoing, Vendor shall, in a commercially reasonable time, notify Company upon its learning of any reports of professional misconduct by any Contractor or if any reports are made to any licensing agencies or boards regarding any Contractor presently performing work for Company.

F. If Company terminates an Assignment that is a Contract before the end of the Assignment, then Company shall be solely and exclusively responsible for all costs reasonably incurred by the Contractor as a result of the reduced term of the Assignment including, for example, return travel expenses and any nonrefundable lodging expenses that had been arranged for the cancelled portion of the Assignment. Vendor shall charge Company for such expenses on a pass-through basis, without markup.

G. Vendor shall comply with all federal laws, regulations, and procedures regarding legal status to work and reside in the U.S., including completion of required Immigration and Naturalization forms upon hire.

H. Vendor is an Equal Opportunity Employer and will not discriminate in the placement or treatment of personnel or Contractor on the basis of race, color, sex, sexual orientation, gender, gender identity and expression, age, religion, physical or mental disability, citizenship, national origin, ancestry, genetic information, military status, veteran status, marital or familial status, pregnancy (including breastfeeding, childbirth, or related medical condition), or any other characteristic protected under any law applicable in the jurisdiction where Contractor's services are to be performed.

III. VENDOR'S EMPLOYEES

A. Contractors are direct employees of Vendor and not independent contractors. Vendor will maintain personnel and payroll records; pay withholdings and transmit payroll taxes; contribute to all benefit programs as deemed appropriate; make employer shared responsibility payments required under the Affordable Care Act ("ACA"); make unemployment contributions; and maintain unemployment and workers' compensation insurance for all Contractors.

B. Vendor does not use subcontractors for the services prescribed herein without written consent of the Company.

C. Company shall assign a charge nurse, office manager, or appropriate Company supervisor as the point of contact for Contractor, and Contractor shall report to the designated Company official with respect to performance of Contractor's services prescribed hereunder.

IV. BILL RATES and TIME KEEPING

A. Vendor's all-encompassing bill rate for the Assignments shall be provided to Company prior to Contractor's commencement of the Assignment ("Billing Rates"). The Billing Rates for each Contractor's specialty are detailed in **Exhibit B**. If Company desires a Contractor whose specialty is not included in **Exhibit B**, then Billing Rates must be agreed upon in writing between vendor and Company prior to the acceptance of the assignment by Vendor and Contractor.

B. For each Assignment, Company shall select one of two timekeeping systems to be used by the Contractor:

- i. If Company requests that the Contractor use Company's timekeeping system, then Company is responsible for educating Contractor on how to use the timekeeping system.
- ii. If Company requests that Contractor use Vendor's timekeeping system, then Vendor is responsible for educating Contractor on how to use the timekeeping system.

C. Regardless of which timekeeping system is used, Company agrees that the hours provided for all PRN/Per Diem Shifts will be confirmed by a representative at the Company site at the end of each shift through a valid electronic signature that will also serve as confirmation that the Contractor's services and hours worked are deemed acceptable by Company. The electronic signature by the Company's representative shall constitute the Company's acceptance and approval of the charges and a waiver of any objections to Vendor's invoice for same under this Agreement.

D. If Company uses its own timekeeping process (option (i) above), Company will provide all Company-approved Contractor time reports ("Time Reports") to Vendor weekly, but in no event later than Noon ET on the Tuesday following the week that the Time Reports cover. Vendor's receipt of Company Time Reports shall constitute the Company's acceptance and approval of the charges and a waiver of any objections to Vendor's invoice for same under this Agreement. All Time Reports shall be provided to Vendor via email.

E. Vendor shall have a period of fifteen (15) business days to dispute Company's submitted Time Reports for discrepancies. Upon receiving an objection by Vendor, Company shall promptly investigate, remedy any discrepancy, and issue a corrected Time Report to Vendor. If a dispute arises on the balance owed and the parties are unable to reach an agreement in a timely manner, Company agrees to pay all undisputed balances in its next normal billing cycle.

F. Vendor shall have the right and be entitled to charge interest on all past due balances at a rate of one and a one-half percent (1.5%) per month, and Company agrees to pay all balances and interest accordingly. If the foregoing rate of interest exceeds the rate permitted by applicable law, then Vendor may charge the highest rate permitted under applicable law.

G. Company shall pay for any and all services rendered by Contractor within thirty (30) days of receipt of invoice from Vendor.

H. Company will be invoiced at one and one half times the straight time bill rate for all time that is worked by a Contractor for Company in excess of forty (40) hours per workweek (using Vendor's workweek) or for any other time period when overtime is due to the Contractor under applicable federal, state or local law. Vendor's workweek begins Sunday 12:01 am and ends Saturday night at midnight. If state or local law requires a higher rate of overtime (e.g., double time), then Company will be invoiced at the higher rate.

I. Government Mandated Cost Increases: If at any time during the term of this Agreement, Vendor is required to increase Contractor's wages (due to an increase in minimum wage rates or mandatory benefits requirement or another change in the law), or incurs an increase in its payroll burden costs (such as FICA, FUI, SUI, worker's compensation, or ACA) as a result of any determination, order or action by a governmental authority or government insurance benefit program, Company hereby agrees that the Vendor may increase the Billing Rates proportionately so as to place Vendor in the same position it was in prior to such determination, order or action. Notwithstanding anything to the contrary, Vendor reserves the right to increase the Billing Rates as a reaction to changes in the market related to any crisis including, but not limited to, a health crisis, national staffing crisis, a pandemic, or any other event that can significantly impact recruitment and provision of services. Vendor shall provide Company with thirty (30) days' notice of any such increase.

J. All Billing Rates may be subject to change upon thirty (30) days' notice to Company.

K. Company shall pay Vendor's bills electronically. Vendor shall provide Company with sufficient information to set up electronic payment via ACH.

L. Vendor shall be responsible for all applicable federal, state, or local use, excise, sales or other taxes, fees, assessments, surcharges, or similar governmental charges that may be imposed, levied, collected, or assessed by or within the United States of America or any political subdivision thereof in connection with Vendor's provision of the services hereunder.

V. DIRECT HIRE SERVICES

A. Separate from the Contractor Assignments, Vendor offers a service to source, screen, and submit qualified candidates to the Company for direct hire (the “Direct Hire Services”).

B. Fees for Direct Hire Services are set forth in Exhibit B to the Agreement.

C. Replacement Guarantee: In the event the Company-selected candidate is terminated or leaves within thirty (30) days from the candidate’s first day of employment, Vendor will attempt to present Company with a new candidate who has similar qualifications to those of the original candidate or who has qualifications that meet any criteria specified by Company in its request. The Replacement Guarantee described in this paragraph is void if the candidate is hired for a position which becomes downsized, deleted, or if the position is no longer available at no fault of the candidate within the initial thirty (30) day period.

VI. TERM AND TERMINATION

A. This Agreement shall commence on the above Effective Date and shall continue in effect for a period of three (3) years, subject to the termination provision provided below (the “Term”). Thereafter, this Agreement may be extended for additional one-year periods and shall renew automatically unless Vendor or Company provides sixty (60) days’ written notice of its intent not to renew prior to the end of the then-current one-year period.

B. Either party may terminate this Agreement, without cause, upon not less than sixty (60) days’ prior written notice to the other. Either party may immediately terminate upon written notice to the other in the event that the other party is in material default of the performance of a duty or obligation imposed upon it by this Agreement.

C. If Company terminates this Agreement for convenience or lack of material default, Company shall retain Contractor on Assignment until the prescribed end date of such Assignment, and Company’s obligations to pay Vendor for such Assignment under this Agreement shall continue uninterrupted until the end of each such Assignment, notwithstanding the termination of this Agreement.

D. If Company terminates this Agreement for material default by Vendor, Company may elect to continue a Contractor’s Assignment for up to the prescribed end date of such Assignment, and if Company makes such election, then Company’s obligation to pay Vendor for such Assignment shall continue uninterrupted until the end of each such Assignment, notwithstanding the termination of this Agreement.

E. The terms applicable to Conversions, Recruitment Fees and Buy-Out Recruitment Fees shall remain applicable in the event of a termination of this Agreement or of any Job Requisition by either party for any reason.

F. The termination or completion of any Job Requisition shall not terminate any of the rights or obligations of either party under this Agreement.

G. All earned and unpaid fees and all expenses incurred will become immediately due and payable to Vendor upon termination of this Agreement, regardless of reason for termination. However, fees due under Article VI, subparts C, D, or E of these T&Cs for ongoing services after termination are

payable within the time periods otherwise specified in this Agreement, notwithstanding the termination of the Agreement.

H. Neither the termination of this Agreement or any Job Requisition nor the payment of all earned and unpaid fees and expenses will release either Vendor or Company from their rights and obligations incurred during the pendency of the Agreement; and all provisions which by their nature ought or intend to survive the expiration or termination of this Agreement shall remain in effect after termination, including but not limited to all provisions related to insurance, indemnity, limitation of liability, and governing law and venue.

VII. CANCELLATION OF CONTRACT ASSIGNMENT OR PRN

A. Company guarantees that the Assignment for each Contractor will be for the term as stated in the Job Requisition; provided, however, Company may terminate the Assignment for cause as described in Article VII.B below.

B. Contractor's Assignment may be terminated for "cause" upon notification from Company. As used herein, "cause" means Contractor's material violation of Company's written policies, insubordination, poor performance, misconduct, or any violation of drug abuse policy or any other act or omission by the Contractor which is reasonably likely to have a material, adverse impact on the Company. In the event a Contractor's Assignment is terminated for cause, Company will only be responsible for payment based upon all actual hours worked by the Contractor up to and including the date of such termination.

C. For Assignments that are Contracts (as defined above), Company may cancel the Assignment before it begins, without monetary obligation, provided that Company provides written notice of such cancellation at least fourteen (14) days prior to the Contractor's assigned start date. If Company fails to provide the fourteen (14) day advance written notice to Vendor, Company shall be obligated to pay an amount of forty (40) hours for the canceled Contractor multiplied by the agreed hourly Billing Rate.

D. For each week Contractor is on Assignment, Company shall guarantee Contractor the number of hours as established by Contract Agreement. If Company cancels Contractor for any amount of time, Company will be charged at the Assignment bill rate for each hour cancelled until the number of weekly hours guaranteed is met.

E. If any Assignment is cancelled by Company without cause after it has begun, Company is obligated to pay Vendor the entire amount of fees anticipated for the Assignment through its anticipated completion as set forth in the Job Requisition. By way of example only and without intending to provide a complete list, cancellation for any of the following reasons is a cancellation without cause under this paragraph: downsizing; geographic relocation of Contractor by Company to a site more than five road miles from the original location; and Contractor being moved to a clinical area where the Contractor does not possess the experience, certification, or competencies to perform the job as compliant with Joint Commission standards.

F. Company agrees that for each per diem/PRN Assignment per each Contractor; if the Company schedules a Contractor for a PRN Shift, and then cancels that Contractor within four (4) hours of the beginning of any shift, Company shall be charged for four (4) hours at the standard Billing Rates for such cancellation.

VIII. INSURANCE

A. Vendor shall, at its expense, provide for Contractor's liability insurance during the Term covering all Vendor services provided pursuant to this Agreement in the following coverage types and amounts: (i) Commercial general liability with limits not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) per annual aggregate; (ii) Professional liability (including crime and employment practices liability) with limits not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) per annual aggregate as to professional liability, \$1 million aggregate as to crime, and \$2 million per occurrence and per annual aggregate as to employment practices liability; (iii) Automobile liability with combined single limit not less than Five Million Dollars (\$5,000,000); (iv) Workers' Compensation and Employer's Liability Insurance with limits not less than One Million Dollars (\$1,000,000) per accident/disease and in the aggregate; and (v) Umbrella liability with limits not less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate which is excess to the commercial general liability, professional liability, auto liability and workers' compensation and employer's liability policies.

B. Vendor shall name Company as an additional insured on said professional liability, general commercial liability, and umbrella liability insurance and shall provide Company with evidence of coverage upon Company's request. Vendor shall promptly notify Company of the cancellation, termination, or non-renewal of, or material change in, such insurance coverage.

IX. COMPLIANCE WITH LAWS AND CONFIDENTIALITY

A. Company shall comply with all applicable federal, state, and local laws and regulations including, but not limited to, laws and regulations addressing confidentiality and security of health information and patient privacy, and all applicable Company policies and procedures.

B. The parties to this Agreement acknowledge their obligation to comply with Section 1861 (v) (1) (I) of the Social Security Act.

C. Vendor shall perform the services set forth in this Agreement and in the Assignments in compliance with all applicable state, federal and local laws and regulations, including but not limited to laws and regulations addressing confidentiality and security of health information and patient privacy, and all applicable Company policies and procedures. All applicable Company policies and procedures shall be made available to the Vendor prior to the execution of this Agreement, and any and all updates or amendments shall be provided to Vendor immediately upon their passage.

D. Any and all patient records and charts produced or disclosed as a result of either party's performance under this Agreement shall be and remain the property of the Company. Contractor shall be responsible for maintaining Company's patient's confidentiality with respect to confidentiality of medical records, including without limitation, the Health Insurance Portability and Accountability Act ("HIPAA"). Vendor agrees to contact Company's HIPAA Privacy Officer or Company's Corporate Compliance Officer to resolve issues related to patient privacy and security.

E. If, under this Agreement, Vendor is deemed by the Company to be a "business associate," Vendor and Company will discuss executing a separate Business Associate Agreement, and, in the event Vendor and Company execute the Business Associate Agreement, the terms of this Agreement shall continue to solely govern the services, rights, and obligation of Vendor and Company hereunder.

F. If there are changes in laws or regulations which affect this Agreement or if any portion of this Agreement, this Agreement shall be amended, in writing and signed by both parties, to conform to such laws, rules and regulations.

G. Vendor and Company acknowledge and agree that pursuant to this Agreement, each may have access to Confidential Information. "Confidential Information" means nonpublic information or material which (i) gives the party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of the party; or (ii) which (A) is marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, or (B) is known by the parties to be considered confidential and proprietary, or (C) from all the relevant circumstances should reasonably be assumed to be confidential and proprietary. Each party agrees that such Confidential Information is confidential and proprietary to such party, and that each party shall protect the other party's Confidential Information in the same manner it would protect its own. Each party further acknowledges and agrees that the sole purpose in disclosing the Confidential Information to is to aid the other in its performance of the services, and that Confidential Information shall only be provided to employees of Company or Vendor who need to know the information to comply with the terms of this Agreement. Each party acknowledges that the restrictions of this Article are reasonably necessary for the protection of the other party's legitimate proprietary interests. Each party shall use the Confidential Information for the sole purpose of performing its obligations hereunder and for no other purpose. Vendor and Company agree that neither party shall reveal, divulge, or distribute the Confidential Information without the prior express written consent of the other party.

H. Upon termination of this Agreement or upon request, a party must return to the other party its Confidential Information or, if authorized by the other party in writing, may instead destroy such Confidential Information so long as it has first been determined that the party who owns the Confidential Information still has a copy of it.

I. If required by 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the termination of this Agreement, Vendor shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by Vendor under this Agreement.

J. Company agrees to treat all Vendor's nonpublic information as Confidential Information, including, but not limited to, Contractors' pay rates, Billing Rates, marketing, financial, business matters, and any other operating matters, and Company shall not disclose such information to any third party.

X. INDEMNIFICATION/LIMITATION OF LIABILITY

A. Company and Vendor acknowledge and agree that the Contractors shall at all times be employees of Vendor and not employee(s) of Company or any affiliate of Company. Vendor agrees to be solely responsible for all matters relating to compensation of its Contractors, including, but not limited to, compliance with laws governing workers' compensation, Social Security, withholding and payment of any and all federal, state and local personal income taxes, disability insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits. For avoidance of doubt, individuals placed by Vendor with Company through Direct Hire Services are excluded from the definition of Contractors; and

Company, not Vendor, shall be the sole employer of all individuals hired by Company through Vendor's performance of Direct Hire Services.

B. Vendor does not supervise Contractors, Direct Hired employees, recruited individuals or any other individual placed, designated, recruited, staffed, or assigned by Vendor pursuant to this Agreement and therefore does not and cannot warrant or guarantee that any such individuals will produce any particular result or will perform in any particular manner in any particular situation. Accordingly, Company acknowledges and agrees that Vendor is not vicariously liable or negligent as a result of particular acts or omissions or negligence by any such individual.

C. IN NO EVENT WILL VENDOR OR ITS PARENTS, SUBSIDIARIES, OR AFFILIATES, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS OR DIRECTORS BE LIABLE TO COMPANY OR ITS PARENT, SUBSIDIARY, AFFILIATED, OR OTHERWISE RELATED ENTITIES OR THEIR RESPECTIVE EMPLOYEES, PATIENTS, OFFICERS OR DIRECTORS FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, LOST PROFITS, ANTICIPATED PROFITS, LOST REVENUE, ANTICIPATED REVENUE, LOSS OF USE, LOSS OF DATA, OR BUSINESS INTERRUPTION DAMAGES, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF VENDOR FOR ANY DAMAGES, LOSSES, CLAIMS, INDEMNITY, DEMANDS, PENALTIES, ASSESSMENTS, OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO ANY TERM IN THIS AGREEMENT, THE SERVICES, OR THE WORK PERFORMED EXCEED IN THE AGGREGATE THE TOTAL FEES PAID BY COMPANY TO VENDOR FOR SERVICES UNDER THIS AGREEMENT OVER THE TWO (2) PRECEDING YEARS, MEASURED BACKWARD FROM THE DATE THE LIABILITY OCCURRED.

D. Vendor agrees to defend, indemnify, and hold harmless the Company from and against any and all claims, demands, causes of action, losses, damages, and attorneys' fees, costs and expenses, related to or arising out of Vendor's violation of applicable law or Vendor's material breach of any term in this Agreement, subject to Vendor's ability to cure such breach within fourteen (14) days after having been provided written notice of a breach.

E. Company agrees to defend, indemnify, and hold harmless Vendor from and against any and all claims, demands, causes of action, losses, damages, and attorneys' fees, costs and expenses, related to or arising out of Company's violation of applicable law or Company's material breach of any term in this Agreement, subject to Company's ability to cure such breach within fourteen (14) days after having been provided written notice of a breach.

F. Company shall indemnify and hold the Vendor and its officers, members, employees, contractors, agents and directors harmless from and against all actions, claims, demands and liabilities, and against all loss, damage, costs, penalties, fines, claims, causes of action, and expenses, including reasonable attorneys' fees, arising out of or related to, directly or indirectly, any actual or alleged injury to a person (up to and including death, no matter when death occurs) or actual or alleged property damage, relating to or resulting from the acts, omissions, negligence, misconduct, malpractice, or failure to abide by applicable law or the applicable standard of care by any Contractors, Direct Hired employees, recruited individuals or any other individual placed, designated, recruited, staffed, or assigned by Vendor pursuant to this Agreement.

G. The party seeking indemnification will inform the other party as soon as it is reasonably possible after it receives notice of any claim for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

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