

AGREEMENT

This AGREEMENT is made and entered into effective as of the ____ day of _____, 20__ (the “Effective Date”), by and between Red Rock Dental Staffing, LLC (“Company”), and _____ (“Office”).

RECITALS

WHEREAS, Company is an Arizona limited liability company and is in the business of providing services for the procurement of individuals to work on a temporary and/or permanent basis in dental facilities;

WHEREAS, Office is a business providing dental type of services and has occasional need for obtaining services from individuals to assist in its facility on a temporary and/or permanent placement basis;

WHEREAS, Office wishes to enter into a business relationship with Company for the procurement individuals to work on a temporary and/or permanent basis in its facility or facilities;

NOW THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Office covenant and agree as follows.

COVENANTS

1. ENGAGEMENT

The above recitals are hereby incorporated by reference. From and after the Effective Date until the Cancellation/Termination of this Contract, Office hereby engages Company to perform the procurement services as described in Section 2 below (the “Services”), and Company hereby accepts the engagement.

2. SERVICES

Company agrees to provide the following services to Office: On an as-needed basis, and upon notice/request by Office, Company will attempt to procure individuals (i.e., “Candidates”) for temporary and/or permanent placement to fulfill the needs of Office. Office does not, and cannot, guaranty that it can/will find a Candidate for the Office on any given day. Company will

engage its best efforts to procure a Candidate, but, given the different needs and demands of other clients, Company cannot guaranty procurement of a Candidate for placement. In exchange for procurement of a Candidate, whether for temporary or permanent placement, Office agrees to make payment to Company as per the fee schedule below.

3. FEES FOR PLACEMENTS

In exchange for the services provided by Company, Office agrees to pay Company according to the following schedule:

A. Temporary Placements—Daily Referral Fee:

For each day a referred candidate works, Office agrees to pay Company a daily referral fee according to THE FOLLOWING FEE SCHEDULE:

FRONT OFFICE STAFF	\$35.00 PER DAY
DENTAL ASSISTANT	\$35.00 PER DAY
DENTAL HYGIENIST	\$40.00 PER DAY
OFFICE MANAGER	\$40.00 PER DAY
DENTIST	\$55.00 PER DAY

B. Permanent Placements—Fee:

Office agrees to pay Company the following fees for a permanent placement of a Candidate:

FRONT OFFICE STAFF	\$2,250
DENTAL ASSISTANT	\$3,150
DENTAL HYGIENIST	\$3,600
OFFICE MANAGER	\$3,600
DENTIST	\$4,950

- AGREES TO PAY THE ABOVE PERMANENT PLACEMENT FEE UNDER ANY OF THE FOLLOWING CIRCUMSTANCES: (1) Office hires a Candidate

referred from Company (i.e., a “Referred Candidate”) SENT DIRECTLY FOR AN INTERVIEW OR WORKING INTERVIEW; (2) Office HIRES ONTO OUR PAYROLL A REFERRED CANDIDATE WHO IS CURRENTLY WORKING as a TEMPORARY Placement FOR US. (3) within the 12 months prior to the permanent hire date, the Candidate has either WORKED as a TEMPORARY Placement FOR Office OR WAS SENT to Office for AN INTERVIEW.

C. Temp-to-Hire: Pro-Rated fees. Initially using a Candidate on a temporary basis, and then ultimately deciding to hire them permanently (i.e., a “TEMP-TO-HIRE”) HAS BECOME A POPULAR Practice BECAUSE IT GIVES THE DENTAL PRACTICE/Office THE OPPORTUNITY TO ‘AUDITION’ THE ‘TALENT’ BEFORE MAKING A FULL COMMITMENT TO HIRING THE CANDIDATE “PERMANENTLY.”

If Office utilizes a Company referred Candidate as a temporary placement, and then ultimately decides it wants to hire the temporary placement as a permanent placement (i.e., a Temp-to-Hire situation), then the permanent fee structure will be prorated as follows:

- Over 90 days: If the Candidate has worked more than 90 days in any given consecutive 12-month period, then there will be no permanent fee owed to Company.
- Between 1 to 90 days: If the Candidate has worked between 1 and 90 days in any given consecutive 12-month period, then the permanent fee will be prorated as follows:

For every day worked, the permanent fee will be reduced by the number of days worked multiplied by the temporary placement fee.

D. Timing for Payment/Invoices and Late Fees

Office AGREES THAT Company WILL invoice Office for any fees owed ON A WEEKLY BASIS. PAYMENTS TO Company MAY BE REMITTED BY CHECK, MAJOR CREDIT CARD OR ELECTRONIC CHECK. PAYMENTS ARE DUE UPON RECEIPT. CREDIT CARDS MUST BE ON FILE TO GUARANTEE PAYMENTS. IF PAYMENTS ARE NOT RECEIVED WITHIN 14 CALENDAR DAYS OF the INVOICE Date, Office AGREES Company may charge the Office CREDIT CARD on file for payment of the invoice.

Office agrees that if it fails to make payment when due, Company WILL BE DAMAGED AND Office will owe Company late fees/penalty fees of ONE AND ONE HALF PERCENT (1.5%) OF THE DELINQUENT AMOUNT PER MONTH that payment is late OR THE MAXIMUM ALLOWED BY LAW, whichever is greater.

IN ANY ACTION OR PROCEEDINGS TO ENFORCE THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER THE COSTS AND EXPENSES OF ANY SUCH LITIGATION, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS. THIS AGREEMENT AND THE EXHIBITS ATTACHED TO IT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES AND SUPERSEDE ALL PRIOR AGREEMENTS AND UNDERSTANDINGS RELATING TO THE SUBJECT MATTER OF THE AGREEMENT.

4. Duties of Office; Acknowledgements by Office.

- Non-Solicitation of Candidates: During the Term of this Agreement and for a period of 12 months after the termination of this Agreement, Office agrees that it will not solicit (either directly or indirectly) for employment or for contract work or as a consultant any Candidate of Company without the express written consent of Company. The restrictions in this paragraph do not limit Office's ability to publicly post or publish general employment opportunities and hire a person who responds to general job postings or advertisements. In addition, Office may not assist or encourage any other dental facility or other facility in hiring any of Company's Candidates during the term of this Agreement or for a period of 12 months after termination of the Agreement.

Because the Parties agree that it is difficult to estimate the damages arising from a breach of this Non-Solicitation section, the parties agree that a breach will result in damages of \$5,000.00 per occurrence.

- No-Contact with Candidates: During the Term of this Agreement and for a period of 12 months after the termination of this Agreement, Office agrees that it will not contact any of the Candidates (either directly or indirectly) for any reason. All contact by the Office with the Candidates (other than the contact naturally required while the Candidate is physically present at the facility of Office fulfilling a placement) must go through Company, unless written consent is obtained for direct contact with the Candidate.

Because the Parties agree that it is difficult to estimate the damages arising from a breach of this No-Contact section, the parties agree that a breach will result in damages of \$1,000.00 per occurrence.

- Confidentiality: Office acknowledges that during the Term of this Agreement, Office may have access to and become acquainted with confidential and proprietary information belonging to Company, including but not limited to Company's trade secrets, pricing information and customer/Candidate information. Office agrees that Office will not disclose any confidential or proprietary information belonging to Company, directly or indirectly, or use any of it in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with Company. Furthermore, Office acknowledges that during the term of this Agreement, Office will have access to specific personal information regarding Company's Candidates and other clients, offices and potential customers, including, but not limited to, name, address, phone number, email, and other information. Office agrees that it will not disclose to anyone, except in the course of performing his or her duties under this Agreement, any specific personal information relating to Company Candidates, customers and potential customers.

Upon termination, Office must immediately return all Confidential Information and paperwork, third party agreements, and any and all materials provided by Company. Office agrees to pay a \$50 late charge every day after the termination date until these items are all returned.

- Office agrees and acknowledges that Company does not, and cannot, guarantee that it will be able to procure a Candidate for placement (either temporarily or permanently) for any given requests by Office. The needs of the market fluctuate from time to time and Company will use its best efforts to procure Candidates for placement, but Company cannot guarantee a placement.
- Office agrees and acknowledges that Company makes no representations or warranties (express or implied) as to the qualifications and/or abilities of any of the Candidates for placement. Office is responsible for conducting its own vetting of each of the Candidates referred by Company.
- Office agrees and acknowledges that it is RESPONSIBLE FOR THE PROFESSIONAL CONDUCT OF EACH referred Candidate. Office agrees that it will only permit the Candidate to perform ONLY THOSE DUTIES HE/SHE IS LEGALLY QUALIFIED, CERTIFIED, REGISTERED AND/OR LICENSED TO perform.

- Office agrees and acknowledges that it WILL FURNISH A SUITABLE WORKPLACE WHICH SHALL COMPLY WITH ALL LAWS, RULES AND REGULATIONS INCLUDING OSHA.
- Office AGREES TO CONTACT Company to DISCUSS SCHEDULING AND SERVICE OR OTHER MATTERS RELATED TO THE REFERRED CANDIDATE.
- Office AGREES it will NOT REFER ANY Company CANDIDATE TO OTHER PRACTICES, COMPANIES OR STAFFING FIRMS FOR THE PURPOSE OF EMPLOYMENT or other temporary placement. Office agrees and acknowledges that it will be liable to Company for liquidated damages in the amount of \$5,000 as noted above in the non-solicitation provision.
- Office represents and warrants to Company that it (Office) has, and will maintain, adequate insurance to cover any claims or actions asserted against Company or Candidate arising out of, in whole or in part, the actions/conduct of Candidate while the Candidate is fulfilling a placement assignment.

5. Payment by Office to Candidates

- Office acknowledges and agrees that Company is not paying the Candidate for the placement. Office ACKNOWLEDGES and agrees THAT it is RESPONSIBLE FOR PAYING THE Candidate directly. Office acknowledges and AGREES TO PAY THE referred Candidate AN AGREED UPON HOURLY PAY RATE. Office acknowledges and agrees that it will ISSUE payment directly to Candidate and that Office will MAKE THE APPROPRIATE DEDUCTIONS (i.e., for taxes and other appropriate deductions). Office agrees and acknowledges it will pay the Candidate no later than the END OF THE calendar WEEK OF THE placement ASSIGNMENT.
- Office AGREES TO keep and SIGN A TIMESHEET on a weekly basis and agreed to SUBMIT THE TIMESHEET (for each referred Candidate) TO Company NO LATER THAN MONDAY AT 12:00 noon of THE FOLLOWING WEEK after ASSIGNMENT.

6. CANCELTION/Termination OF CONTRACTUAL RELATIONSHIP

Company may cancel this Contract at any time and for any reason (or no reason) upon written notice to Office. In addition, if Office fails or refuses to comply with a reasonable directive of Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches any provision of this Contract, Company at any time may cancel the engagement of Office immediately and without prior written notice to Contractor. Upon cancelation by Office (which must be in writing) or cancelation by Company for cause, Office shall forfeit any unpaid payments due from Company. Upon cancellation, Office must

immediately return all paperwork, third party Contracts and any and all materials provided by Company. Contractor agrees to pay a \$50 late charge every day after the cancellation date until these items are all returned.

7. INDEMNIFICATION

Office shall indemnify Company and hold it harmless from and against all claims, damages, losses and expenses, including reasonable fees and expenses of attorneys and other professionals against Company and relating to any act or omission by Office and/or by a referred Candidate in connection with Candidate's performance of, or failure to perform, the placement assignment. Office expressly agrees that his or her obligation to indemnify under this Section includes indemnification for claims by customers or potential customers against Company for invasion of privacy, fraud, misrepresentation, and illegal discrimination.

10. CHOICE OF LAW

This Contract shall be construed in accordance with the laws of the State of Arizona without regard to the choice of law provisions thereof. Any claims arising from or in any way related to the performance, breach, or construction of this Contract shall be brought in a Court of competent jurisdiction in the State of Arizona. Company and Office agree to consent to personal jurisdiction in any Court in the State of Arizona for any such litigation.

11. ATTORNEYS' FEES

Should any action (at law or in equity, including an action for declaratory or injunctive relief) or proceeding be brought arising out of, relating to, or seeking the interpretation or enforcement of the terms of this Contract or any other document referred to herein, or because of an alleged dispute, breach, default or misrepresentation in connection with the terms of this Contract or any document referred to herein, the prevailing party thereto, as decided by the Court, shall be entitled to reasonable attorneys' fees and costs incurred herein in addition to any other relief or damages which may be awarded.

12. HEADINGS

The subject headings in this Contract are included for convenience only and do not affect the construction or interpretation of any of its provisions.

13. ASSIGNMENT

Office may not assign any of his or her rights, nor delegate the performance of any of his or her duties under this Contract, without the prior written consent of Company.

14. WAIVER OR MODIFICATION

No waiver or modification of this Contract or of any covenant, condition, or limitation in this Contract is valid unless in writing.

15. INTERPRETATION

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The provisions contained herein shall not be construed in favor of or against any party because that party or his/her/its counsel drafted this Contract, but shall be construed as if all parties prepared this Contract, and any rules of construction to the contrary are hereby specifically waived. The terms of this Contract were negotiated at arm's length by the parties, and Office understands that he/she has the right to have an attorney review and advise on the terms of this Contract.

16. INTEGRATION

This Contract contains the entire Contract between the parties, and supersedes all other Contracts between them. The parties agree that neither of them has made any representation with respect to the subject matter of this Contract or any representations inducing the execution of this Contract except as specifically set forth in this Contract.

17. SEVERABILITY

If one or more provisions of this Contract are held to be unenforceable under applicable law, that provision shall be excluded from this Contract and the balance of the Contract shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

IN WITNESS WHEREOF the undersigned have executed this Contract as of the Effective Date.

COMPANY
Red Rock Dental Staffing, LLC

OFFICE

Ashley Consentino, Member/Manager

Authorized Representative of Office

Print Name: _____

RED ROCK DENTAL STAFFING, LLC
MESA, ARIZONA
480-735-4363
WWW.REDROCKDENTALSTAFFING.COM

Address: _____
Cell Phone: _____
Email: _____