

## **Non-Compete & Independent Contractor Liability Clause**

(For RUSH Servicing LLC and RUSHCARES)

### **1. Independent Contractor Acknowledgement**

The undersigned acknowledges that they are engaged as an independent contractor (1099 status) and not an employee of RUSH Servicing LLC or RUSHCARES. As such, the contractor is solely responsible for all taxes, insurance, and benefits, including but not limited to health insurance, unemployment insurance, and workers' compensation.

### **2. Malpractice & Legal Liability**

The contractor agrees and acknowledges that they are individually responsible for obtaining and maintaining active malpractice (professional liability) insurance coverage throughout the duration of their contract with RUSH Servicing LLC and/or RUSHCARES. In the event of any lawsuit, claim, or legal action arising from the contractor's acts or omissions in the course of providing care, the contractor shall bear full responsibility, including all associated legal and financial liabilities. RUSH Servicing LLC and RUSHCARES will not be held liable for any legal, civil, or professional claims brought against any contractor for services rendered.

### **3. Non-Compete & Non-Solicitation Agreement**

The contractor agrees that during the term of their contract with RUSH Servicing LLC and/or RUSHCARES, and for a period of one (1) year following the termination of their contract, they shall not directly or indirectly:

- a. Solicit or accept clients, patients, or facilities introduced to them by RUSH Servicing or RUSHCARES for the purpose of offering competing home healthcare services;
- b. Provide home healthcare or related services to any patient, client, or facility initially contracted through RUSH Servicing LLC or RUSHCARES outside of this agreement;
- c. Divert or attempt to divert any patient, caregiver, or contracted worker from RUSH Servicing LLC or RUSHCARES for personal gain or to benefit another company or individual.

Violation of this clause may result in immediate termination of the contract and may subject the contractor to legal action for damages, including but not limited to lost profits and breach of agreement.

### **4. Agreement and Signature**

By signing below, the contractor affirms that they have read, understood, and agreed to the terms of this Non-Compete & Liability Clause and understands their rights and obligations under this agreement.

Contractor Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_