

INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (this “**Agreement**”) is made and entered into effective as of undersigned date (the “**Effective Date**”), by and between Hospital Hands, LLC, a Colorado limited liability company (the “**Company**”) and undersigned person (the “**Physician**”).

RECITALS:

WHEREAS, Physician provides medical services as an anesthesiologist (the “Professional Services”) and is duly licensed to practice medicine in the state where services will be provided; and

WHEREAS, Company is in the business of leasing anesthesiologists to health care facilities that are in need of anesthesia providers; and

WHEREAS, the Physician desires to be engaged by the Company, and the Company desires to engage the Physician according to the terms and conditions set forth in this Agreement, in order for the Company to lease the Physician to medical facilities that contract with Company to obtain anesthesia providers. Company is not engaged in the practice of medicine but arranges for anesthesiologists to be leased to facilities or medical groups with which Company has a contract to locate and place physicians (collectively, the “**Facilities**”).

NOW, THEREFORE, in consideration of the premises and agreements contained herein, the parties agree as follows:

1. Physician Qualifications and Notice.

1.01. Physician Qualifications. The Physician represents, warrants and covenants to the Company that Physician is:

(a) Licensed to Practice Medicine and Prescribe Drugs. The Physician is, and during the Term will remain, duly licensed, registered and in good standing under the laws of the state of intended practice as an anesthesiologist to engage in the unrestricted practice of medicine and to administer and prescribe medications and controlled substances;

(b) Board Certified. The Physician is, and during the Term will be, Board Certified in Anesthesiology; or is pursuing board certification.

(c) Restriction. The Physician has not had his/her license to practice medicine in the state of intended services or in any other jurisdiction, or registration to prescribe medications and controlled substances, restricted in any way, including denial, termination, suspension, probation, revocation, or voluntarily relinquishment under threat of or subject to disciplinary action;

(d) Disciplinary Action. The Physician has not been subject to disciplinary or corrective action by any hospital or facility (including termination, suspension, withdrawal under threat of disciplinary action, probation, limitation, or reduction in the Physician's staff privileges)

or excluded from either the Medicare or Medicaid program or any other state or federal health care program;

(e) Criminal Conviction. The Physician has never been convicted of (including any plea of nolo contendere or its equivalent) any crime involving fraud, moral turpitude or immoral conduct;

(f) Professional Conduct. The Physician has never been found by any board or professional organization having a right or privilege to pass upon the professional conduct of the Physician and discipline the Physician therefor, to be guilty of unprofessional or unethical conduct;

(g) Compliance. The Physician will comply with (i) all applicable laws and regulations, including without limitation the rules and regulations of the Centers for Medicare and Medicaid Services and all other applicable governing bodies; (ii) the applicable standards of any accrediting body of any Facility; (iii) all applicable policies and procedures of the Company and each Facility, as each may have in effect from time to time; and (iv) the ethical and professional standards of the American Medical Association, the State Medical Society, the State Medical Association, the American Board of Anesthesiology and other relevant professional and governing bodies;

(h) Medical Staff Privileges. During the Term the Physician will obtain and maintain active medical staff privileges at each Facility, to the extent such privileges are necessary to provide the Professional Services (as defined herein); and

(i) Conflicting Arrangements. The Physician is not, and during the Term will not be, a party to or otherwise bound by any agreement or arrangement that would prevent or hinder the Physician in any manner from fully providing the Professional Services.

The aforementioned qualifications and duties generally reflect the current intentions of the parties, which may be revised on an ongoing basis. The parties agree to cooperate with respect to any changes, and will use their respective good faith and best efforts to resolve any differences regarding the aforementioned qualifications.

1.02. Notification to the Company. The Physician represents, warrants and covenants that the Physician will immediately notify the Company in writing if one of the following events occurs:

(a) Qualifications. The Physician no longer meets the qualifications set forth in Section 1.01 of this Agreement; or

(b) Reprimand, Sanction, Discipline. The Physician has been reprimanded, sanctioned or disciplined by any licensing board, state or federal agency, including Medicare or Medicaid, medical society, hospital or medical staff, or excluded from either the Medicare or Medicaid program.

2. Relationship.

2.01. Provision of Services. The Company hereby contracts with the Physician, and the Physician hereby agrees to render Professional Services to patients at the Facilities as an independent contractor of the Company pursuant to the provisions of this Agreement. Except as otherwise permitted herein, all services required hereunder shall be personally performed by Physician.

2.02. Nature of Relationship. The parties agree and acknowledge that the Physician is associated with the Company only for the purposes and to the extent set forth herein, and the Physician's relationship with the Company shall be, at all times during the Term, that of an independent contractor. The Company shall not exercise any control, supervision or direction over the means, manner or methods by which the Physician shall perform Professional Services and duties hereunder, and the Company shall not provide any training to the Physician. This Agreement shall not be construed as an agreement of employment, or the creation of a partnership or any other form of business entity. The Physician shall not be considered under the provisions of this Agreement, or otherwise, as having an employee status or as being entitled to participate in any employee benefit or welfare plans, arrangements, distributions or other similar benefits which may be provided by the Company to its regular employees.

2.03. Indemnity. The Physician hereby agrees to indemnify, save and hold harmless the Company and its affiliates from and against any and all losses, damages, costs, penalties, liabilities and expenses, including, but not limited to, court costs and attorneys' fees, incurred by same arising because of, incident to, or with respect to the Physician's failure to properly provide Professional Services and to pay any federal income withholding taxes or social security taxes based upon or arising out of the Physician's provision of the Professional Services under this Agreement.

2.04. Lack of Authority. The Physician acknowledges and agrees that the Physician shall have no authority to, and shall not, incur any financial or other obligation on behalf of the Company, without the prior written consent of the Company.

3. Physician's Services.

3.01. Duties of Physician. The Physician agrees to provide the Professional Services for the Facility to which Physician is assigned and to perform certain duties such that the Professional Services are rendered in a manner consistent with the requirements of all state and federal law, rules and regulations and consistent with the Lease Agreement between the Company and the Facility.

3.02. Standard of Services. The Physician shall render the Professional Services in a manner consistent with the highest professional standards and rules of conduct generally expected of a member of the medical profession. The Physician shall immediately inform the Company and Facility in writing of any restriction, limitation or modification of the Physician's license, registration, credentials, hospital medical staff privileges, loss of malpractice insurance coverage or ability to render medical services arising during the Term.

3.03. Non-Exclusive Service. The Physician shall devote the Physician's best efforts to the performance of the Physician's duties while providing the Professional Services for the Facility. The Physician's obligations shall be non-exclusive and, accordingly, the Physician retains the right, while not providing professional medical services pursuant to this Agreement, to devote such of the Physician's professional time as the Physician desires or deems appropriate, specifically including, but not limited to, providing professional services on the Physician's own behalf or on behalf of others.

4. Compensation.

4.01. Amount of Compensation. For all services rendered by the Physician pursuant to this Agreement, the Physician shall be paid the amount negotiated on the Company's website. Using only the Company's interactive website, the Physician will negotiate an hourly rate with a Facility. The Physician will similarly negotiate a number of hours to be worked. The Physician will be compensated time and a half for any unplanned overtime so long as Facility agrees to that arrangement. Alternative compensation arrangements for overtime may be made between the Facility and the Physician in advance and in writing. All work must be booked through the Company's website. Company will receive a 3% transaction fee for all payments made from the Facility to the Physician regardless of whether the arrangement is formally booked through the website. Physician will not book engagements with a Facility except through Company's website. The fee is to be paid by the Facility directly to Company but if the fee is remitted to Physician, Physician will immediately remit the fee to Company. Company has no responsibility or liability for bookings or transactions made outside of the Company's website.

4.02. Taxes and Charges. The Physician will pay all federal, state, city, and local income, use, sales, goods and services, employment, worker's compensation, excise, receipts, transfer, and other similar taxes, fees, and charges incurred in connection with all amounts paid to the Physician under this Agreement. The Physician agrees to provide the Company, upon the Company's request, with copies of all tax returns related to such taxes, along with copies of any checks by which the Physician paid such taxes to the applicable taxing authorities. Except as otherwise set forth in this Agreement, the Physician acknowledges and agrees that the Physician is solely responsible for and will obtain or otherwise contract and pay for any and all insurance, benefits, and taxes that may arise from the Physician's provision of Professional Services in connection with this Agreement.

4.03. Fair Market Value. In determining the compensation payable to the Physician hereunder, the parties agree that the aggregate compensation to be paid represents the fair market value of the services to be provided by the Physician under this Agreement. Compensation has been structured in accordance with the parties' good faith interpretation of all applicable fraud and abuse laws and regulations, including without limitation the Federal Anti-Kickback Statute, the Stark Law and applicable state fraud and abuse laws.

5. Malpractice Insurance. During the Term, the Physician shall obtain and maintain professional liability insurance for services rendered by the Physician pursuant to this Agreement, issued upon such forms and containing such terms reasonably acceptable to the Company, with minimum limits as required by the law of the state of intended practice. If such insurance is maintained on a claims-made basis, such insurance shall continue throughout the Term and upon

the termination of this Agreement, or the expiration or cancellation of the insurance, the Physician will (i) purchase, or arrange for the purchase of, an extended reporting endorsement (“**tail coverage**”) for the maximum period that may be purchased from the insurer then providing coverage, or (ii) maintain continuous coverage with the same carrier for the period of the statute of limitations for personal injury. All such insurance shall be kept and maintained without cost or expense to the Company. In the event the Physician fails to purchase the required coverage, the Company, in addition to any other rights it may have under the terms of this Agreement or under law, shall be entitled, but not obligated, to purchase such coverage. The Company shall be entitled to immediate reimbursement from the Physician for the cost thereof. The Company may enforce its right of reimbursement through set-off against any sums otherwise payable to the Physician. The Physician shall provide the Company with a certificate or certificates of insurance certifying the existence of all coverage required hereunder. The surgical facility or hospital group may provide malpractice insurance for the provider if agreed in advance and in writing.

6. Billing and Collection for Professional Services. The parties acknowledge and agree that all fees generated, monies received, other items of value, and all accounts receivable derived pursuant to medical services provided by the Physician hereunder shall be the sole property of the Facility and all Lease fees associated with Physician shall be the property of Company. Company, and the Physician shall have no right or interest in the professional fees generated by the Facility utilizing the services of Physician. The Physician hereby transfers, assigns and otherwise conveys to the Facility any interest the Physician may have in such fees or accounts receivable.

7. Professional Dues and Fees. The Physician's expenses relating to dues for professional societies, subscriptions and hospital, association and licensing fees shall be paid solely by the Physician.

8. Schedule. The Physician shall provide the Professional Services to patients pursuant to a schedule mutually agreed upon by the Company, Facility and the Physician. The parties acknowledge and agree that the Facility shall have the right to cancel any scheduled coverage upon at least forth-eight (48) prior notice.

9. Term. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until one (1) year thereafter (the “**Initial Term**”), unless sooner terminated as provided herein. Upon the conclusion of the Initial Term, this Agreement shall automatically be extended for additional one (1) year terms (each, a “**Renewal Term**”) unless either party provides written notice of termination to the other party at least sixty (60) days prior to the termination date (the Initial Term and Renewal Term(s), if any, are collectively referred to as the “**Term**”).

10. Medical Records/Confidentiality.

10.01. Medical Records. The Physician will keep and maintain, or cause to be kept or maintained, appropriate records, reports, claims, and correspondence necessary and appropriate in connection with all services rendered by the Physician under this Agreement, and in accordance with all applicable laws and the policies and procedures of the Company and each Facility. As between the Facility and the Physician, all such records will belong to the Facility.

10.02. Confidentiality of Information. The Physician agrees to keep confidential and not to use or to disclose to others, except as expressly permitted or required in writing by the Company, or by law, any secrets or confidential technology, proprietary information, patient lists, financial information or trade secrets of the Company or Facility or any matter or thing ascertained by the Physician through Physician's relationship with the Company and the provision of Professional Services, the use or disclosure of which matter or thing might be construed to be contrary to the best interests of the Company or Facility and its employees or contractors (collectively, the “**Confidential Information**”). The Physician further agrees that as of the date of termination of this Agreement, the Physician will neither take nor retain, without prior written authorization from the Company or facility, as appropriate, any papers, data, records, patient lists, files or other documents or copies thereof or other Confidential Information of any kind belonging to the Company pertaining to its business, revenues, financial condition, products, services or activities. The Physician acknowledges and agrees that the disclosure of Confidential Information to other persons, including without limitation any person engaging in a business in any way competitive with the services provided by the Company, would result in hardship, loss, irreparable injury and damage to the Company and that the Company has a legitimate interest in protecting its Confidential Information and goodwill.

10.03. HIPAA Compliance. The Physician agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d (“**HIPAA**”) and any current and future regulations promulgated thereunder, including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164, the federal security standards contained in 45 C.F.R. Part 142, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (collectively referred to herein as “**HIPAA Requirements**”). The Physician agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

11. Termination.

11.01. Termination by the Company for Cause. This Agreement may be terminated by the Company immediately on the occurrence of any act or omission by the Physician that would result in termination of this Agreement for Cause. “**Cause**” includes any of the following by the Physician:

- (a) Failure to meet, maintain, or otherwise comply with the qualifications and duties outlined in Sections 1 and 3 above;
- (b) Abuse of alcohol or controlled substances;
- (c) Criminal conduct resulting in a felony conviction (excluding misdemeanors unrelated to the Physician's work for the Company);
- (d) The Physician's conviction for fraud, embezzlement, or falsification of records;

(e) The suspension, limitation, revocation or cancellation of the right of the Physician to practice medicine in the State of Colorado;

(f) The imposition of any restrictions or limitations by any Facility, at its discretion, or governmental authority to such an extent that the Physician cannot engage in the provision of medical services as required pursuant to this Agreement, or the denial, termination, suspension, voluntary relinquishment or other restriction of the Physician's membership on the medical staff of any hospital or Facility;

(g) If the Physician has (i) filed a petition, as a debtor, and has been adjudicated as a bankrupt under the provisions of the bankruptcy laws of the United States of America; (ii) made an assignment for the benefit of its creditors generally, or a receiver/liquidator has been appointed for substantially all of the property and assets of the Physician; or (iii) filed a petition for a reorganization, arrangement, compensation, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, or the commencement of an involuntary proceeding that has not been dismissed for any consecutive period of sixty (60) days;

(h) The death of the Physician;

(i) The disability of the Physician, which, as used herein, shall mean that, upon the Company's determination, the Physician is unable, with or without reasonable accommodation, to perform one or more of the essential services provided by the Physician for more than sixty (60) consecutive days, including the essential duties listed in Section 3.01 and any other essential job functions determined by the Company; provided, however, that such sixty (60) day period will not be deemed to be broken if the Physician returns to providing Professional Services for no more than ten (10) consecutive working days during any given attempt to resume the Physician's regular schedule;

(j) The cancellation, non-renewal or reduction of the professional liability insurance described in Section 5;

(k) The Physician's conduct jeopardizes the health, safety or welfare of any person or persons, in the sole discretion of the Company; or

(l) Breach of any other material term of this Agreement following fifteen (15) days prior written notice and opportunity to cure, unless incurable (as determined in the sole discretion of the Company).

11.02. Termination without Cause. Either party may terminate this Agreement upon sixty (60) days advance written notice to the other party.

11.03. Compensation Payable upon Termination. Upon termination of this Agreement for any reason, the Physician shall be entitled to receive any payments accrued but unpaid as of the date of termination. The Physician shall not be entitled to any other payments.

12. Risk Management. The Physician agrees that the Physician shall notify the Company immediately in writing upon the Physician's receipt of notice of a potential professional liability claim against the Physician, the Company and/or any other physician or provider

employed or retained by the Company. The Physician further agrees to participate in and abide by such other risk management policies and procedures as from time to time established by the Company.

13. Return of Property. Upon termination of this Agreement or whenever requested by the Company, the Physician will immediately deliver to the Company all property and all Confidential Information in the Physician's possession or under the Physician's control belonging to the Company or its affiliates, including all accounting records, computer terminals and tapes, accounting machines, and all office furniture and fixtures, supplies, and other personal property in good condition, ordinary wear and tear excepted.

14. Physician-Patient Confidentiality. The Physician agrees that patient and client confidentiality will be held in the strictest confidence, in the highest regard, and, except as allowed by law, that specifics of any patient or of any case(s) relating to the Company's patients may not be discussed or disclosed outside of the Company's medical practice or with any individual who is not an active employee or contractor of the Company.

15. Restrictive Covenants.

15.01. Non-Solicitation. The parties acknowledge that as an anesthesiologist, Physician does not refer patients and patients are not referred to Physician in a clinical setting. However, Physician recognizes that: (i) the Company's entering into this Agreement is induced primarily because of the covenants and assurances made by the Physician hereunder; (ii) the covenant by the Physician not to solicit relationships Company has with third parties is necessary to assure the continuation of the business of the Company and its affiliates; and (iii) irreparable harm and damage will be done to the established goodwill and business of the Company in the event the Physician solicits customers or contractors of Company. Therefore, in consideration of these premises, the Confidential Information (as herein defined) provided to the Physician (and so as to enforce the Physician's agreement to maintain the confidentiality of the Confidential Information), the payment by the Company of the Physician's compensation hereunder, and as an inducement for the Company to enter into this Agreement, the Physician hereby agrees and covenants that during the Term and for a period of one (1) year after the termination of this Agreement for any reason, the Physician shall not, either directly as an owner, employer, agent, independent contractor, employee, or indirectly through an employer, partnership, affiliate, subsidiary or otherwise, unless approved by the Company in writing, (1) solicit, induce or attempt to induce, in connection with any business competitive with that of the Company or its affiliates, any physician or other provider associated with the Company to terminate his or her contract with Company or to cease providing services through Company or (2) solicit, induce or attempt to induce any employee, consultant or other persons associated with the Company to leave the employment of, or to discontinue their association with, the Company or any affiliate of the Company or enter into any arrangement with a Facility with which the Company has had a contract within the prior 18 months.

15.02. Covenant Against Competition and Injunctive Relief. During the term of this Agreement and for one (1) year thereafter, regardless of the reason for such termination, Physician shall not, directly or indirectly, as an owner or employee or contractor of another person, firm, association, partnership, or corporation, or as a sole practitioner, or

in partnership with one or more persons, engage in the physician/staff leasing business with any hospital or health care facility with which Company had within the prior 18 months or is negotiating for an agreement relating to physician leasing services. If in any litigation that may arise under the provisions of the covenant against competition contained herein a court should determine that the restrictions contained in this section are of too long duration or are too broad in scope (geographic or otherwise) to be enforceable, then it is the intention and the agreement of the Company and Physician that this section shall be construed in such manner as to impose only those restrictions on the conduct of Physician that are valid and enforceable under applicable law and that are necessary to assure the Company of the intended benefit of this Agreement. The provisions of this section shall survive termination of this Agreement.

15.03. Reasonableness of Covenants. The necessity to protect the Company against the Physician's competing with Employer's business operations and the nature and scope of such protection have been carefully considered by the parties hereto. The parties agree and acknowledge that the duration and scope applicable to the covenants described in this Section 15 are fair, reasonable, and necessary, that adequate compensation has been received by the Physician under this Agreement for such obligations, that these obligations do not impose an undue burden on the Physician and will not prevent the Physician from earning a livelihood, and will not injure the public. If, however, for any reason, any court of competent jurisdiction determines that the restrictions in this Section 15 are not reasonable or enforceable or that the consideration is inadequate, such restrictions shall be interpreted, modified, or rewritten to include as much of the duration and scope identified in this Section 15 as will render such restrictions valid and enforceable.

15.04. Remedies. The Physician acknowledges that the covenants of the Physician set forth in this Section 15 are necessarily of a special, unique, and extraordinary nature and that the loss arising from a breach thereof cannot reasonably and adequately be compensated by money damages, as such breach will cause the Company to suffer irreparable harm. Accordingly, upon failure of the Physician to comply with the terms and conditions of this Section 15 at any time, the Company or any of its successors or assigns shall be entitled to injunctive or other extraordinary relief, to be cumulative to, but not in limitation of, any other remedies that may be available. Upon the breach of the restrictive covenants described herein by Physician, Physician agrees to pay as liquidated damages (and not as a penalty) to Company an amount equal to \$ 10,000 . The obligations set forth in this Section 15 shall survive termination of this Agreement. The Physician further agrees that if any restriction contained in this Section 15 is held by any court to be unenforceable, a lesser restriction shall be enforced in its place and remaining restrictions contained herein shall be independent of each other.

15.05. Assignability of Rights. The rights and benefits accruing to the Company under this Section 15 are specifically assignable by the Company. Physician may utilize another Physician to cover the duties of Physician if Physician is unavailable for service due to vacation, illness or other reason for absence.

16. Additional Provisions.

16.01. Waiver of Breach or Violation not Deemed Continuing. The waiver or pattern of waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

16.02. Notices. Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, either personally delivered or sent by certified mail, return receipt requested, to the respective addresses listed on the signature page hereto.

16.03. Governing Law. This Agreement shall be interpreted, construed and governed in accordance with the laws of the State of Colorado.

16.04. Heading. The Section headings contained in this Agreement are for convenience only and shall in no manner be construed as a part of this Agreement.

16.05. Counterparts. This Agreement may be executed in two (2) or more multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same Agreement, with one counterpart being sufficient for proof thereof

16.06. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16.07. Amendment. Alterations, modifications, or amendments of a provision of this Agreement will not be binding unless such alteration, modification, or amendment is in writing and signed by an authorized representative of each party.

16.08. Prior Agreements Superseded. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the terms of Physician's provision of professional services pursuant to this Agreement.

16.09. Additional Assurance. The provisions of this Agreement shall be self-operative and shall not require further agreement by the parties except as may be herein specifically provided to the contrary; provided, however, at the request of the Company, the Physician shall execute such additional instruments and take such additional acts as the Company may deem necessary to effectuate this Agreement.

16.10. Legal Fees and Costs. In the event that either party elects to incur legal expenses to enforce or interpret any provision of this Agreement, the party incurring such expenses shall be solely responsible for paying its own attorneys' fees and costs.

16.11. Parties Bound. This Agreement shall inure to the benefit of and be binding upon the parties hereto and upon their respective successors in interest of any kind whatsoever.

16.12. Assignment. Neither party may assign this Agreement or subcontract any of the duties to be performed under this Agreement without the prior written consent of the other party; provided, however, that the Company may assign this Agreement to an affiliate of the Company without the consent of the Physician.

16.13. Referrals. It is not a purpose, express or implied, of this Agreement to induce or encourage the referral of patients or the payment directly or indirectly of any remuneration to the Physician or the Company in violation of applicable laws, rules or regulations. The parties agree that the benefits to the parties hereunder do not require, are not payment for, and are not in any way contingent upon (i) the referral of any patients, or (ii) any other arrangement for the provision of any item or service offered to patients of either party.

16.14. Access to Books and Records. Upon written request of the Secretary of Health and Human Services (the “**Secretary**”) or the Comptroller General or any of their duly authorized representatives, each party or any other related organization providing services with a value or cost of Ten Thousand and 00/100 Dollars (\$10,000.00) or more over a twelve (12) month period, shall make available to the Secretary the contracts, books, documents and records that are necessary to certify the nature and extent of the costs of providing the Professional Services. Such inspection shall be available up to four (4) years after the rendering of such services. This Section is not intended to prohibit or impede any state audits pursuant to state law or to waive any attorney-client or physician-patient privilege. In the event the statutory amount reflected herein is revised during the Term, this Section shall be deemed to be amended, without further action required by the parties hereto, to reflect said revised statutory amount.

16.15. Waiver of Trial by Jury. **EACH OF THE PARTIES HERETO HEREBY KNOWINGLY AND VOLUNTARILY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION PERMITTED UNDER THIS AGREEMENT.**

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the Effective Date, although not necessarily executed on such date.

*****execution of this agreement by electronic signature on the company’s website constitutes formal execution of this agreement*****

Company:

Hospital Hands, LLC

Physician: