

NOMAD PHYSICIAN ORDER

This Nomad Physician Order (the “**Order**”), dated _____ (the “**Effective Date**”), is made by and among Nomad Health, Inc. (“**Nomad**”), _____ (“**Physician**”) and _____ (“**Client**”). Capitalized terms not defined herein shall have the meanings given to them in Terms and Conditions of Use of Nomad Site and Services (the “**Terms**”), which are incorporated herein by this reference.

1. Account Registration. Prior to entering into this Order, Client and Physician shall have registered an account with Nomad through the Site pursuant to, and in compliance with, the Terms.

2. Physician Representations, Warranties, and Covenants. Physician represents, warrants and covenants that, except as provided to Nomad and Client in writing, the following are true as of the Effective Date and remain true until this Order is cancelled or terminated pursuant to its terms.

a. Physician has never had a license, permit, registration, or other certification relevant to Physician’s provision of the Physician Services in any state suspended, revoked or restricted;

b. Physician has never been reprimanded, sanctioned or disciplined by any Board;

c. Physician has never been excluded or suspended from participation in, or sanctioned by, any Government Health Care Program; and

d. Physician has not been denied membership and/or reappointment to the medical staff of any hospital or health care facility, or had such medical staff membership or clinical privileges suspended, limited, or revoked for a medical disciplinary cause or reason.

3. Cancellation of Services.

a. Either Nomad, Client or Physician may cancel this Order without cause upon thirty (30) calendar days’ notice prior to the commencement of Physician Services pursuant to this Order.

b. In the event that Client cancels this Order thirty (30) calendar days or more prior to the commencement of the Physician Services by Physician, as provided in Section 3(a) of this Order, Client shall not be liable to pay the Nomad Fees or the Physician Fees due pursuant to this Order for the cancelled Physician Services. In the event that Client cancels the Physician Services due pursuant to this Order less than thirty (30) and more than ten (10) calendar days prior to the scheduled provision of the Physician Services by Physician, Client shall remain liable to pay the Nomad Fees and fifty percent (50%) of either the total sum of the Physician Fees due under this Order for the cancelled Physician Services or thirty (30) days’ worth of Physicians Fees due under this Order, whichever is less. In the event that Client cancels Physician Services pursuant to this Order within ten (10) calendar days prior to the scheduled provision of Physician Services by Physician, Client shall remain liable to pay the Nomad Fees and either the full amount of the Physician Fees called for under this Order for the cancelled Physician Services or thirty (30) days’ worth of Physicians Fees due under this Order, whichever is less.

4. Termination of Order.

a. Termination by Nomad. Nomad may terminate this Order without liability to Nomad:

i. Upon (A) a breach of Sections 7 (Physician Professional Standards and Qualifications), 8 (Notifications), or 10 (Non-Solicitation) of the Physician Terms by Physician where such breach is not cured to the reasonable satisfaction of Nomad within two (2) calendar days after written notice of such breach is given to Physician by Nomad, (B) a breach of any other provisions of the Physician Terms or this Order by Physician, where such breach is not cured to the reasonable satisfaction of Nomad within ten (10) calendar days after written notice of such breach is given to Physician by Nomad, or (C) immediately upon the occurrence of any one or more of the matters described in Section 2 of this Order upon written notice thereof to such Physician by Nomad;

ii. Immediately if Physician is no longer eligible to be covered under the Nomad Professional Liability Coverage;

iii. Immediately upon Nomad's discovery that Physician has provided incomplete or inaccurate information to Nomad;

iv. If Client materially breaches any of its obligations under the Client Terms or this Order, and such breach is not remedied within fifteen (15) calendar days after receipt of written notice thereof by Nomad; provided, however, that such notice shall specify the nature of the breach and such termination shall be effective as of the end of the notice period unless the breach has been cured to the satisfaction of Nomad; or

v. At any time without cause upon ninety (90) calendar days' notice to Client and Physician.

b. Termination by Client. Client may terminate this Order:

i. If Nomad materially breaches any of its obligations under the Client Terms or this Order, and such breach is not remedied within fifteen (15) calendar days after receipt of written notice thereof by Client; provided, however, that such notice shall specify the nature of the breach and such termination shall be effective as of the end of the notice period unless the breach has been cured to the satisfaction of Client;

ii. If Physician materially breaches any of its obligations under this Order, and such breach is not remedied within fifteen (15) calendar days after receipt of written notice thereof by Client; provided, however, that such notice shall specify the nature of the breach and such termination shall be effective as of the end of the notice period unless the breach has been cured to the satisfaction of Client; or

iii. At any time without cause upon ninety (90) calendar days' notice to Physician and Nomad.

c. Termination by Physician. Physician may terminate this Order:

i. If Client materially breaches any of its obligations under this Order, and such breach is not remedied within fifteen (15) calendar days after receipt of written notice thereof by Physician; provided, however, that such notice shall specify the nature of the breach and such termination shall be effective as of the end of the notice period unless the breach has been cured to the satisfaction of Physician;

ii. If Nomad materially breaches any of its obligations under the Physician Terms or this Order, and such breach is not remedied within fifteen (15) calendar days after receipt of written notice thereof by Physician; provided, however, that such notice shall specify the nature of the breach and such termination shall be effective as of the end of the notice period unless the breach has been cured to the satisfaction of Physician; or

iii. At any time without cause upon ninety (90) calendar days' notice to Client and Nomad.

5. Effect of Termination or Cancellation. Upon any termination or cancellation of an Order, all rights and obligations of Nomad, Client and Physician shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination of this Order; and (ii) those rights and obligations that expressly survive termination of this Order.

6. Confidential Information. Nomad, Client and Physician (each, a "Receiving Party") shall keep confidential all Confidential Information of the other parties to this Order (each, a "Disclosing Party"), and shall not use or disclose such Confidential Information at any time, without the Disclosing Party's express

written consent, unless required to do so by law, court order or subpoena in which case a party shall not disclose such information until it has provided advance notice to the other such that the Disclosing Party may timely act to protect such disclosure. “**Confidential Information**” means the Terms, this Order, and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of the Disclosing Party or any affiliate of the Disclosing Party that the Disclosing Party discloses or otherwise makes available in any manner to the Receiving Party, or to which the Receiving Party may gain access in the performance of the Terms or this Order, whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information is confidential.

7. Additional Terms.

Client Name: _____ **Phone:** _____
() _____

Client Contact Name: _____ **Start Date:** _____

Client Contact E-mail: _____ **Anticipated End Date:** _____

Client Site for Physician Services

Physician Name:

Specialty: _____ **Average Hours to be Worked:** _____

Standard Rate [per Hour] or [per shift]

Other Rate [per Hour] or [per shift]

Brief Description of Physician Services:

Additional Information:

Description of Travel Expenses to be Reimbursed by Client:

NOMAD HEALTH
By: _____
Name: _____
Its: _____

CLIENT
By: _____
Name: _____
Its: _____

PHYSICIAN
By: _____
Name: _____