



CLIENT SERVICE AGREEMENT

This the Client Service Agreement ("Service Agreement") is made effective as of the date of the last signature below ("Effective Date") by and between ShiftKey LLC, ("ShiftKey") and Jill's House Memory Care, d/b/a ("the Client"), each a "Party", and collectively, the "Parties."

WHEREAS, ShiftKey is a software company that provides a technology platform for healthcare facilities healthcare service companies and self-employed or independent contractor health care service providers (hereinafter known as "Professional Providers") to find one another for the purposes of engaging in a business-to-business arrangement whereby the two may contract for services needed by the healthcare Client;

WHEREAS, within the Platforms, as defined below, ShiftKey maintains a list of Professional Providers who have registered to use ShiftKey's Services, as defined below, for the purposes of entering into a business-to-business arrangement with healthcare facilities / healthcare service companies;

WHEREAS, the Client operates a healthcare business and is in need of services of qualified Professional Providers on a temporary basis;

WHEREAS, the Client desires access to ShiftKey's Platforms and Services, as defined below, to allow the Client to coordinate with Professional Providers to fulfill Shifts on a temporary basis in accordance with the terms and conditions of this Service Agreement and ShiftKey is willing to provide such license to the Client.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein the Parties agree as follows:

1.0 Arrangement, Term and Termination.

1.1 ShiftKey is not a healthcare services company; rather, ShiftKey operates the website located at www.shiftkey.com, and all pages accessible through such site, (collectively, the "Site"), to provide the Services to healthcare facilities and healthcare service companies, such as the Client, and Professional Providers. The Client acknowledges that ShiftKey is not a hiring entity or employer of Professional Providers. The Client desires to acquire a license from ShiftKey for its authorized employees, contractors, or agents (each, an "Authorized User") to access and use the Platforms and Services, including all functions, facilities, content, and services related thereto, on the terms and conditions set in this Service Agreement. For purposes of this Service Agreement: (a) "Services" means the access and use of the Platforms and services and functions related thereto, including ShiftKey's on-demand lead generation and related services that enable Professional Providers and healthcare facilities/healthcare service companies, such as the Client, to seek, request, receive, bid on, approve, accept, reject, and/or fulfill on-demand requests for available Professional Providers to perform healthcare services for healthcare facilities/health care service companies seeking healthcare services; and (b) "Shift" means the provision of healthcare services by a Professional Provider to a healthcare Client in accordance with the description and scope of such healthcare services, including the type and nature such healthcare services, the date, time, duration, and location of such healthcare services, that are requested, bid on, received, approved, accepted, and fulfilled by Professional Providers and Facilities through the use of the Services.

1.2 Client acknowledges that Professional Providers are independent contractors operating as self-employed individuals who use ShiftKey's Platforms and Services to offer and provide healthcare services

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to Clients. Client acknowledges and agrees that ShiftKey has no responsibility for, control over, or involvement in the scope, nature, quality, character, timing or location of any work or services performed by Professional Providers between Client and Professional Providers. Client further represents, acknowledges, and warrants that throughout the Term it shall at all times treat Professional Providers as independent contractors and that Client will take no action that is inconsistent with such classification.

- 1.3 ShiftKey hereby grants to the Client, a non-exclusive, non-transferable license for the Client, through its Authorized Users on behalf of the Client, to access the Platforms so that the Client can use the Services in strict accordance with this Service Agreement, including ShiftKey's Client Terms of Service, found at <https://app.shiftkey.com/tos-clients> (the "Client Terms of Service"), and ShiftKey's Privacy Policy, found at <https://app.shiftkey.com/privacy-policy-clients> (the "Privacy Policy"), each of which are incorporated herein by reference, throughout the Term (as further defined below). Authorized Users may only access or use the Platforms and Services for the Client's own internal purposes in accordance with this Service Agreement. Authorized Users may access the Platforms by desktop, remote solution, or mobile device inclusive of both iOS and Android operating systems so long as such devices and systems are used in compliance with this Service Agreement and are otherwise compatible with ShiftKey's Platforms.
- 1.4 The term of this Service Agreement shall commence on the Effective Date and shall continue until terminated in accordance with this Service Agreement (the "Term").
- 1.5 In addition to any rights the Parties may have to terminate the Services, or this Service Agreement as set forth in the Client Terms of Service:
 - 1.5.1 Either Party may terminate this Service Agreement by written notice to the non-terminating Party at least thirty (30) days in advance of the intended termination date.
 - 1.5.2 The Client may terminate this Service Agreement immediately: (a) upon the suspension, revocation, relinquishment, restriction, or lapse of ShiftKey's license to conduct business in the state where the Client is located; (b) upon the failure of ShiftKey to make timely required disclosures as required herein; (c) upon ShiftKey's breach of the confidentiality provisions of this Service Agreement; or (d) when specifically permitted by any other provision of this Service Agreement.
- 1.6 Notwithstanding anything to the contrary in the Service Agreement, by designating an Authorized User, the Client is authorizing such person to access and use the Platforms and Services in order to request, accept, and approve Shifts and that the Client is bound by any and all actions taken by Authorized Users in accessing or using the Platforms or Services. If the Client's designated contact ceases to be employed by the Client or the Client otherwise wishes to replace its contact, the Client shall promptly notify ShiftKey by written notice.

2.0 ShiftKey Platform Usage Terms.

- 2.1 An Authorized User may only access the healthcare Client portion of the Platforms by invitation. Invitations are sent to each Authorized User, as determined by the Client, so that a unique username and password can be created for each Authorized User. The Client hereby acknowledges and agrees that any and all access or use by an Authorized User of the Platforms or Services shall be subject to the terms and conditions of this Service Agreement, including the Client Terms of Service and Privacy Policy. Client is responsible for ensuring that its Authorized Users' access and use of the Platforms and Services is in strict compliance with this Service Agreement. The Client hereby acknowledges and agrees that any and all actions taken by its Authorized Users with respect to the Platforms or Services shall be binding upon Client.

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- 2.2 The Client Terms of Service and Privacy Policy outline additional terms and conditions applicable to the Client's and Authorized Users' access and use of the Platforms and Services. This Service Agreement, including the Client Terms of Service and Privacy Policy, constitutes a legally binding contract between the Parties according to the terms hereof.
- 2.3 ShiftKey may, at its sole discretion, change, modify, amend, or replace the Client Terms of Service or Privacy Policy from time to time and in accordance with the terms of the Client Terms of Service or Privacy Policy, as applicable. the Client may, in its sole discretion, terminate this Service Agreement upon receipt of notice from ShiftKey of changes to the Client Terms of Service or Privacy Policy, except that any Professional Providers then scheduled for a Shift for the Client may continue such Shift in accordance with the Client Terms of Service and Privacy Policy existing prior to the effective date of any changes, unless such changes are mandated by applicable laws, rules, regulations, ordinances, or codes (collectively, "Laws") and placed into effect at the time of notification by ShiftKey.

3.0 Compensation and Billing.

- 3.1 In accordance with the Client Terms of Service, ShiftKey does not charge a fee to the Client or Authorized Users to create a ShiftKey account (an "Account"). ShiftKey does charge certain fees for the Client's use of the Services to obtain the services of a Professional Provider for a Shift that has been requested, authorized, or approved by the Client through the Platforms.
- 3.2 ShiftKey will charge a Shift Fee ("Shift Fee") to the Client for Shifts that are requested and approved by the Client and fulfilled by a Professional Provider through the Services. Schedule 2.0 attached to this Service Agreement, as it may be updated from time to time (the "Shift Fee Schedule"), contains the Shift Fee amounts and any associated Premium Rates which will be used for all completed Shifts in accordance with the respective Professional Provider's specialty. The Shift Fees set forth on the Shift Fee Schedule shall be applicable to all Shifts unless a written exception (which may be documented in an electronic communication) is agreed to between ShiftKey and the Client prior to the commencement of the applicable Shift. Except as provided otherwise in the Client Terms of Service, changes to the applicable Shift Fee shall not occur after the confirmation of scheduled Shift by the Client and Professional Provider. The Client may, in its sole discretion, terminate this Service Agreement immediately-upon receipt of notice from ShiftKey of an increase of Shift Fees.
- 3.3 Upon completion of a Shift, the applicable Professional Provider is to submit to ShiftKey a completed Shift record confirmation ("Shift Confirmation") for ShiftKey's approval. ShiftKey will confirm the number of hours worked by a Professional Provider during a Shift for which the Client is to be charged by ShiftKey from the Shift Confirmation. ShiftKey will generate electronic invoices for the Client which shall identify, for each Shift, the services rendered by the Professional Provider, the name of the Professional Provider, the date and shift time worked by the Professional Provider, the hours worked, and the applicable Shift Fee. Client shall not ask Professional Provider to login to Client's timekeeping systems to track number of hours worked by Professional Provider.
- 3.4 Payment for amounts set forth in a ShiftKey invoice is due to ShiftKey within **Twenty-Eight (Net 28)** days following the receipt by the Client of the applicable invoice, unless certain Shifts included in the invoice are subject to a Shift Dispute (as defined in the Client Terms of Service).
- 3.5 If the Client does not make timely payment for amounts owed to ShiftKey hereunder, the amount owed shall incur interest at a rate equal to the lesser of (a) 1.5% per month or (b) the highest rate permitted by Law, until all amounts owed, including any accrued interest, have been paid in full. the Client agrees to pay ShiftKey all collection costs and expenses incurred by ShiftKey to enforce this Service Agreement, including but not limited to attorneys' fees, collection agency fees, costs and expenses.
- 3.6 ShiftKey reserves the right to suspend or terminate the Client's or any of its Authorized Users' access to the Platforms or use of the Services if the Client fails to make a timely payment in accordance with this

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Service Agreement or has any overdue unpaid balance on amounts owed to ShiftKey under this Service Agreement. Any failure by ShiftKey to assert a right or provision of this Section 3 of this Service Agreement, including failing to suspend or terminate the Client's or any of its Authorized Users' access to the Platforms or use of the Services as a result of the Client's failure to make timely payments in accordance with this Service Agreement, shall not constitute a waiver of such right or provision.

4.0 ShiftKey Responsibilities.

- 4.1 All Professional Providers registered on the Platforms who seek to bid on, request, accept, or fulfill Shifts for the Client:
- 4.1.1 are required to obtain and maintain at all times a professional liability or medical malpractice insurance policy with limits of \$1,000,000.00 per claim and \$3,000,000.00 aggregate.
 - 4.1.2 Are required to maintain Occupational Accident Insurance coverage with limits of \$1,000,000 and \$2,000,000 aggregate.
 - 4.1.3 are required to maintain and keep current the appropriate credentials, licenses and/or certifications to provide the applicable healthcare services during a Shift, or otherwise practice their respective disciplines, in accordance with any applicable Laws governing such healthcare services in the city and state in which the Professional Provider bids on, requests, accepts, or fulfills any Shift.
 - 4.1.4 are required to lawfully reside and are authorized to work within the United States, other than the state of California or Massachusetts.
 - 4.1.5 are required to comply with the pre-screening as outlined in Schedule 1.0.
 - 4.1.6 have been advised to provide healthcare services to the Client in a manner acceptable under current professional standards and applicable federal, state, and local Laws.
 - 4.1.7 are required to comply with the Privacy Policy and otherwise maintain the confidential nature of patient health information and the Client's proprietary business information at all times in accordance with governing Law.
 - 4.1.8 have been advised to fully document the healthcare services provided during a Shift in accordance with the Client's policies and procedures, current applicable standards of healthcare practices, and applicable federal, state, and local Laws.
- 4.2 If requested, ShiftKey will provide the Client with access, in accordance with the Privacy Policy, to an applicable Professional Provider's licenses, permits, certifications or other pre-screening credentials outlined in Schedule 1.0 as such Professional Provider has uploaded to the Platforms, prior to the commencement of any Shift to be fulfilled by such Professional Provider for the Client.
- 4.3 The Client shall pay all amounts owed under this Service Agreement, including Shift Fees, to ShiftKey. In connection with their use of the Services, the Professional Providers have designated ShiftKey as their payment collection agent whereby ShiftKey will direct the payments received by the Client for the applicable Professional Provider's fulfillment of a Shift to such Professional Provider. Professional Providers shall bid on a shift at a rate determined by the Professional Provider ("Bid Fee"). When a shift request is accepted by Client, the rate at which the Professional Provider has offered will be set as the Bid Fee. ShiftKey shall pay the Professional Provider the Bid Fee. As between the Client and ShiftKey, ShiftKey will be responsible for making any deductions to amounts owed to the applicable Professional Providers as may be required by Law.
- 4.4 While most reporting information, documentation, or other needs will be contained and viewable through the Platforms, ShiftKey may, in its reasonable discretion, and upon reasonable request by the Client, provide the Client with such reports and information as the Client may require from time to time.
- 4.5 Notwithstanding anything to the contrary herein, client hereby acknowledges and agrees that ShiftKey has no authority or control over the Services a Professional Provider provides during a Shift or otherwise, including the quality and method of providing such services or the day-to-day oversight or

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supervision of the Professional Provider's provision of such Services. The Client further acknowledges and agrees that ShiftKey does not and will not provide Professional Providers with any tools of the trade or other materials in order for the Professional Provider to perform the work on a Shift.

5.0 Client Responsibilities

- 5.1 The Client, in its sole discretion, determines the Shifts that it desires to request, approve, and accept using the Services. The Client does not have an obligation to request a minimum number of Shifts over any time period. Prior to accepting or approving a Professional Provider for a Shift, the Client may refuse placement of any such Professional Provider for any reason, or no reason at all.
- 5.2 Client hereby acknowledges and agrees that ShiftKey is not the employer of, or joint employer or integrated or single enterprise with any Professional Provider. Client understands and agrees that throughout the Term ShiftKey is not responsible for the performance or non-performance of any Professional Provider. Each Professional Provider is solely and entirely responsible for their own acts. Client further acknowledges that Professional Providers are independent contractors providing services to Client utilizing ShiftKey's Platform. Nothing in this Client Service Agreement or otherwise shall be construed as identifying Professional Providers as an employee, agent, or legal representative of ShiftKey, and Professional Providers shall not hold themselves out as employees of ShiftKey in any capacity. Client also acknowledges and agrees that the Client, and not ShiftKey, is solely responsible for management of patient care and of the Professional Provider's provision of healthcare services during a Shift with the Client. If the Client requests, accepts, or approves a Shift, the Client hereby acknowledges and agrees that the Client has the right to grant the Professional Provider access to the premises to perform the healthcare services listed in the Shift. The Client hereby further acknowledges and agrees that the Client is solely responsible for securing all permits, licenses and/or renewals required by any government authority for a Professional Provider to complete any and all requested, accepted, or approved Shifts. The Client further acknowledges and agrees that the Client is solely responsible for ensuring that all locations at which a Professional Provider fulfills a Shift for the Client, including any and all work areas thereat, are free of preexisting physical hazards, building/zoning code violations, or other violations of applicable Law. The Client hereby agrees to keep posted permits on display at all times to the extent required by applicable Law.
- 5.3 Client acknowledges and agrees that it will comply with all applicable healthcare laws and regulations, including but not limited to, the provision of personal protective equipment ("PPE") and posters.
- 5.4 Client understands and agrees that it is the Client's responsibility, at its sole discretion, to have any Professional Provider execute a business associate agreement prior to the Professional Provider's first Shift at Client.
- 5.5 The Client hereby acknowledges and agrees that it will, and will cause its Authorized Users, employees, officers, directors, managers, contractors, consultants to comply with the terms and conditions of this Service Agreement, including the Client Terms of Service and the Privacy Policy.

6.0 Notices.

- 6.1 All notices, consents, or other formal communication, which either Party is required to or may desire to give the other Party under this Service Agreement shall be done so in writing, addressed to the Parties at the electronic addresses set forth below. Additionally, a duplicate copy of all notices may be provided hereunder to the Parties via U.S. Mail, certified, return receipt requested, or by courier service such as Federal Express; except that the sending of any such duplicate copies shall not substitute for the original notice.

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ShiftKey

Gary Vincent
5221 N O'Connor Blvd. #1400
Irving, TX 75039
469-947-9187
g.vincent@shiftkey.com

The Client

Jill's House Memory Care
751 E Tamarack Trail
Bloomington, IN 47408
812-287-7962

Day to day communication required to carry out the duties under this Service Agreement may be given through email. The provisions of this Section 6 shall survive termination of this Service Agreement, which includes Client Terms of Service.

7.0 Arbitration of Disputes; Choice of Law; Venue; Forum.

- 7.1** The Client and ShiftKey respectively agree to waive the right to seek remedies in court, including any right to a jury trial. They Client and ShiftKey agree that the mutual obligations herein provide adequate consideration for this arbitration agreement. The Client and ShiftKey agree that any dispute between or among them or their subsidiaries, affiliates or related entities arising out of, relating to or in connection with this Agreement, will be resolved in accordance with a two-step dispute resolution procedure involving: (1) Step One: non-binding mediation, and (2) Step Two: binding arbitration under the Federal Arbitration Act, 9 U.S.C. section 1 et. seq., or state law, whichever is applicable. Any such mediation or arbitration hereunder shall be conducted in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the auspices of the JAMS (f/k/the Judicial Arbitration and Mediation Service) ("JAMS") pursuant to then applicable Comprehensive Arbitration Rules & Procedures (a copy of which is available through JAMS' website, www.jamsadr.org) (the "JAMS Rules"). You may also call JAMS at 1-800-352-5267 if there are any questions concerning the arbitration process. Notwithstanding anything to the contrary in the JAMS Rules, the mediation process (Step One) may be ended by either party to the dispute upon notice to the other party that it desires to terminate the mediation and proceed to the Step Two arbitration; provided, however, that neither party may so terminate the mediation process prior to the occurrence of at least one (1) mediation session with the mediator. No arbitration shall be initiated or take place with respect to a given dispute if the parties have successfully achieved a mutually agreed to resolution of the dispute as a result of the Step One mediation. The mediation session(s) and, if necessary, the arbitration hearing shall be held in the State of Texas or any other location mutually agreed by the Parties. The arbitration (if the dispute is not resolved by mediation) will be conducted by a single JAMS arbitrator, mutually selected by the parties, as provided for by the JAMS Rules. The Client and ShiftKey agree that the arbitrator shall apply the substantive law of the State of Texas (without giving effect to any choice of law or conflict of law rules or provisions whether of the State of Texas or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the state of Texas) to all state law claims and federal law to any federal law claims, and that discovery shall be conducted in accordance with the JAMS Rules or as otherwise permitted by law as determined by the arbitrator. The arbitrator's award shall consist of a written, reasoned statement as to the disposition of each claim and the relief, if any, awarded on each claim. The Client understands that the right to appeal or to seek modification of any ruling or award by the arbitrator is limited under state and federal law. Any award rendered by the arbitrator will be final and binding, and judgment may be entered on it in any court of competent jurisdiction in Texas, at the time the award is rendered or as otherwise provided by law.
- 7.2** To the fullest extent permitted by law, the agreement to arbitrate set forth in this Section 7 covers all disputes, claims or causes of action that otherwise could be brought in a federal, state or local court under applicable federal, state, or local laws, arising out of or relating to your business relationship with ShiftKey, including any claims you may have against the ShiftKey or against its officers, directors, supervisors, managers, employees, or agents in their capacity as such or otherwise. The claims covered

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by the agreement to arbitrate in this Section 7 include claims for breach of any contract or covenant (express or implied), tort claims, claims for compensation due, and claims for violation of any federal, state, local or other governmental law, statute, regulation, or ordinance. Additionally, the arbitrator shall have the exclusive authority to resolve any dispute relating to the validity, applicability, enforceability, unconscionability, or waiver of this agreement, including but not limited to any claim that all or any part of this agreement is void or voidable. However, the "class and collective action waiver" section below, the preceding sentence does not apply to the class and collective action waiver;

- 7.3 The Client expressly intends and agrees that: (i) class action and representative action procedures shall not be asserted, nor will they apply, in any arbitration pursuant to this Agreement; (ii) the Client and ShiftKey will not assert class action or representative claims against the other in arbitration or otherwise; and (iii) the Client and ShiftKey shall only submit their own claims in arbitration and will not seek to represent the interests of any other person ("class and collective action waiver"). Further, the Client and ShiftKey expressly intend and agree that any claims by the Client shall not be joined, consolidated, or heard together with claims of any other person.
- 7.4 By consenting to this Agreement, the Client expressly represent that: (i) the Client has been given the opportunity to fully review and comprehend this Agreement; (ii) the Client understands the terms of this Agreement and freely and voluntarily consents to be bound to this Agreement; and (iii) the Client fully understands and agrees that the Client is giving up certain rights otherwise afforded to the Client by civil court actions, including the right to a jury trial. The Client also waives its right to receive notice of any class or collective action that may be filed. Notwithstanding any other clause contained in this arbitration agreement or the JAM rules incorporated herein by reference, any claim that all or part of this class action is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. In any case, in which (1) the dispute is filed as a class and/or collective action, and (2) there is a final judicial determination that all or part of the class action waiver is unenforceable, the class and/or collective action to that extent must be litigated in a civil court of competent jurisdiction but the portions of the class action waiver that is enforceable shall be enforced in arbitration.
- 7.5 Nothing contained in this Section 7 shall restrict either party from seeking temporary or preliminary injunctive relief in a court of law and any such application shall not be deemed incompatible with or waiver of this agreement to arbitrate. Further, for the avoidance of doubt, the parties agree that, nothing herein, nor anything in the JAMS Rules, shall permit any arbitrator to determine the arbitrability of any application for temporary or preliminary injunctive relief.
- 7.6 This arbitration agreement is the full and complete agreement relating to the formal resolution of disputes covered by this agreement. In the event any portion of this arbitration agreement is deemed unenforceable, the remainder of the arbitration agreement will be enforceable. This arbitration agreement survives after the termination of this agreement and/or relationship with ShiftKey. Notwithstanding any contrary language in this agreement or in any ShiftKey policy or other agreement, this arbitration agreement may not be modified or terminated absent a writing signed (electronically or otherwise) by both the Client and an authorized representative of ShiftKey.

8.0 Miscellaneous.

- 8.1 Entire Agreement. This Service Agreement, the Client Terms of Service, and the Privacy Policy, together with any Schedules, exhibits, and/or amendments to each of the foregoing, constitute the entire agreement of the Parties with respect to the matters provided for in this Service Agreement, and supersedes all other prior or contemporaneous oral or written agreements or commitments by or among such Parties with respect to the subject matter of this Service Agreement.
- 8.2 Modification and Amendment; Survival. This Service Agreement may not be amended, altered, or modified except by mutual written agreement of the Parties; provided, however, that the Client Terms

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of Service and Privacy Policy may be amended by ShiftKey without the Client's agreement or consent in accordance with the terms and provisions therein. Any and all covenants, duties, and obligations herein that pursuant to the terms thereof or the nature of such covenants, duties, and obligations are to survive the expiration or earlier termination of this Service Agreement shall survive the expiration or earlier termination of this Service Agreement.

- 8.3 **Assignment.** Client may not assign this Service Agreement without the prior written consent of ShiftKey.
- 8.4 **Interpretation.** For purposes of this Service Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Service Agreement as a whole; and (d) each definition herein includes the singular and the plural and any reference to the singular in this Service Agreement shall also include the plural and vice versa. Unless the context otherwise requires, references herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Service Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Service Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Service Agreement to the same extent as if they were set forth verbatim herein. The headings in this Service Agreement are for reference only and shall not affect the interpretation of this Service Agreement.
- 8.5 **Counterparts.** This Service Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Service Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Service Agreement

[Signature page follows]

IN WITNESS WHEREOF, the below duly authorized representatives of the Client and ShiftKey have executed this Service Agreement to be effective as of Effective Date.

ShiftKey LLC

Sign Name: Gary Vincent
Print Name: Gary Vincent
Title: Regional Director
Date: 1/5/2024

Jill's House Memory Care

Sign Name: Shonte Halliday
Print Name: Shonte Halliday
Title: Director of Operations
Date: 01/05/2024

SCHEDULE 1.0 CREDENTIALING AND SCREENING

Professional Providers are required to upload to the Platforms current copies of the certifications, documents, and/or records, or otherwise consent to the following actions, listed below that may be necessary to fulfill a Shift:

- 1. Professional License and/or Certification:** Current, verifiable license and/or certification, or registration applicable to the state in which the Professional Provider bids on, requests, accepts, approves, or fulfills a Shift.
- 2. Basic Life Support/CPR:** A current valid CPR certification. If the Client wishes to waive the requirement that a Professional Provider have such CPR certification in order to fulfill a Shift, the Client may do so by providing written notice to ShiftKey of such waiver.
- 3. TB Screen/PPD Chest X-Ray:** Either: (a) a TB Skin Test (PPD) that was conducted within 12 months prior to any Shift fulfilled by the applicable Professional Provider; or (b) a chest x-ray that was performed within the five years prior to any Shift fulfilled by the Professional Provider (as applicable).
- 4. Background Screening:** An annual criminal background check to include such Professional Provider's criminal history, Nurse Aide Registry check (if applicable), and national sex offender check based on Social Security number, name, and address trace.
- 5. Drug Screening:** An annual 10-panel drug screen completed with negative results.
- 6. Exclusions Checklist:** Verification that the applicable Professional Provider is not included in any Federal OIG, State OIG, or applicable state exclusions list.
- 7. Hep B Vaccination / Declination Form**
- 8. Specialty Specific Testing:** A Client may require that a Professional Provider upload proof of third-party competency testing results related to any specialty field or unit (i.e., Med/Surg, Long Term Care, Pediatric etc.) in order to be able to bid on and fulfill shifts related to such specialty or unit. Client understands and agrees that ShiftKey is not responsible for the selection of content to be included in any testing or assessment of a Professional Provider, whether for professional competency or otherwise .

Notwithstanding anything to the contrary herein, ShiftKey is not responsible for ensuring the accuracy, currency, or completeness of any documentation or information that a Professional Provider uploads to the Platform or otherwise provides to ShiftKey or the Client.

SCHEDULE 2.0

Team Manager Information =

On Call Number:

Cell: 930 333 2289

Job Title: Scheduler

E-mail Address: see administrator

Phone Number: _____

Name: _____

Job Title: DON

E-mail Address: Robin Meadows rmeadows@jills house memory care. com

Phone Number: 812 361 6018

Name: _____

Job Title: Administrator

E-mail Address: Shalliday@jills house memory care. com

Phone Number: 930-333-2289

Name: Shonte Halliday

Job Title: Director of Rehab

Email Address: _____

Phone Number: _____

Name: _____

Job Title: Billing Contact

E-mail Address: tsimms@houseinvestments. com

Phone Number: 317 580 2 540

Shift Times:

CNA: lea-2p 2p-10p 10p-lea

LPN: lea-lep lep-lea

RN: lea-lep lep-lea

For Profit, Not for Profit or Governmental: profit

Urban, Suburban or Rural Setting: suburban

EMR used: none, paper

Scheduling Software Used: paycor, paper

SCHEDULE 2.0

Customer Intake Form

INDEPENDENTLY OWNED	☒ Yes ☐ No
Is there an OPCO or MGMT Company?	☐ Yes ☒ No
If the above is yes, Name of OPCO/MGMT CO	
ADDRESS of OPCO/MGMT CO	
CITY, STATE, ZIP of OPCO/MGMT CO	
COMPANY REPRESENTATIVES	
Please the following information for your company:	
1 DIRECTOR of ACCOUNTS PAYABLE	CONTACT NAME: <i>TRICIA Simms</i>
PHONE: <i>317-580-2540</i>	EMAIL: <i>tsimms@houseinvestments.com</i>
2 ACCOUNTS PAYABLE <i>N/A</i>	CONTACT NAME:
PHONE:	EMAIL:
3 ACCOUNTS PAYABLE <i>N/A</i>	CONTACT NAME:
PHONE:	EMAIL:
1 Controller	CONTACT NAME:
PHONE:	EMAIL:

SCHEDULE 2.0

2 CFO (Chief Financial Officer)	CONTACT NAME: <i>Mike Emkes</i>
PHONE: <i>317-580-2535</i>	EMAIL: <i>memkes@hwsinvestments.com</i>
3 VP of Finance	CONTACT NAME:
PHONE:	EMAIL:

COMPANY PAYMENT INFO	
☒ DIRECT PAY	☐ 3RD PARTY PAY <i>N/A</i>
If you use a 3rd party payer: Name of Company: <i>N/A</i> Phone #: AP Department contact: AP Department Email: Please note if you are utilizing a 3rd party payer we will need a Corporate AP contact as well	