



ASSIGNED EMPLOYEE AGREEMENT

This Agreement for Temporary Placement (the "Agreement") is made effective as of _____ between Rx Pro Health, Inc., a Colorado corporation, _____ ("Assigned Employee"), collectively referred to herein as ("Parties").

1. **Scope of Agreement.** This Agreement sets forth the terms and conditions applicable to the performance of specific services by the Assigned Employee for Rx Pro Health.

2. **Services.** The Assigned Employee agrees to provide services on behalf of and for the benefit Rx Pro Health, the details of which will be provided on a per assignment basis. The Assigned Employee fully understands they will placed on temporary assignments with no guarantee of future employment.

3. **At Will Employment.** THE ASSIGNED EMPLOYEE'S EMPLOYMENT WITH RX PRO HEALTH WILL BE "AT-WILL." THIS MEANS THAT EITHER THE ASSIGNED EMPLOYEE OR RX PRO HEALTH MAY TERMINATE THE EMPLOYMENT AT ANY TIME, WITH OR WITHOUT PRIOR NOTICE, WARNING, PROCEDURE OR FORMALITY, FOR ANY REASON OR NO REASON, SUBJECT ONLY TO RX PRO HEALTH'S OBLIGATION TO PAY THE ASSIGNED EMPLOYEE ALL SUMS OBLIGATED UNDER THE STATE'S WAGE ACT. THE NATURE, TERMS OR CONDITIONS OF THE ASSIGNED EMPLOYEE'S EMPLOYMENT CANNOT BE CHANGED BY ANY REPRESENTATION, CUSTOM, HABIT OR PRACTICE, OR ANY OTHER WRITING UNLESS SIGNED BY THE PRESIDENT OF RX PRO HEALTH. IN THE EVENT OF A CONFLICT BETWEEN THIS DISCLAIMER AND ANY OTHER STATEMENT, ORAL OR WRITTEN, PRESENT OR FUTURE, CONCERNING THE TERMS AND CONDITIONS OF EMPLOYMENT, THE AT-WILL RELATIONSHIP CONFIRMED BY THIS DISCLAIMER SHALL CONTROL.

4. **Qualifications for Position.** The Assigned Employee will receive no formal or informal training from Rx Pro Health. The skill and competency requirements to complete the assignment will be determined by Rx Pro Health's customer. Rx Pro Health shall require certain background information concerning the Assigned Employee to determine whether such individual is qualified to accept a particular position with its customer.

5. **Compensation for Services.** The Assigned Employee shall be paid at a predetermined and mutually agreed upon rate the rate. The hourly rate may change for each assignment accepted by Assigned Employee. The Assigned Employee shall maintain a record of hours worked (the "Time Report") on behalf of Rx Pro Health's customer. **In order to receive compensation for services rendered, the Assigned Employee shall ensure that each Time Report shall be verified by an authorized representative of Rx Pro Health's customer, and a copy of the Time Report shall be submitted to Rx Pro Health by no later than Monday 10:00 AM MST each week.** Rx Pro Health pays our Assigned Employees in accordance with all state and federal laws. The standard workweek for payment runs from Monday through Sunday. Any and all overtime hours must be pre-approved in writing prior to overtime incurring for payment. Payment shall subsequently be made to the Assigned Employee on a **bi-weekly** basis beginning one week and one half after the submission of the initial verified Time Report. The Assigned Employee shall not be paid for holidays, sick days or any other authorized periods of absence from the Assignment, but only for hours actually worked unless otherwise specified in writing signed by both Parties. Any falsification of the Time Report shall result in immediate suspension of pay and the loss of any pay under question. The Assigned Employee has no entitlement to any compensation from Rx Pro Health unless the Assigned Employee actually begins the assignment with the Rx Pro Health Customer and then only in accordance with the procedures outlined above.

It is expected that the Assigned Employee will submit his/her verified Time Reports to Rx Pro Health immediately following each week of work to facilitate timely invoicing to the Rx Pro Health customer. Any Time Reports submitted to Rx Pro Health after fourteen (14) days following the weekending that services were rendered will not be considered for payment.

6. **The Assigned Employee Benefits.** Rx Pro Health may offer, in its sole discretion, health insurance to the Assigned Employee based upon eligibility criteria being met and evaluated on an on-going basis.

7. **The Assigned Employee Expenses.** Expenses are reimbursed according to Rx Pro Health customer policy and must be itemized on either the Rx Pro Health's customer's or Rx Pro Health's expense report from. They also must be accompanied by receipts for all expenditures, and must have an authorized Rx Pro Health customer signature. Because all information on the expense report and receipts must be verified before it can be processed, a two-week delay in payment may occur. Prior to incurring any expenses, Assigned Employee must receive written approval for reimbursement.

8. **Tax Obligations.** As the Assigned Employee you will be treated as an employee for tax purposes, and taxes shall be withheld per federal and state laws from compensation due to you the Assigned Employee from Rx Pro Health for services rendered. As such, Assigned Employee must complete and sign a new W-4 form with any changes in elected deductions or address change.

9. **Supervision.** The Rx Pro Health Customer shall supervise the Assigned Employee's services, and The Assigned Employee agrees to comply with any and all lawful instructions provided by Rx Pro Health's Customer with respect to the performance of the Assigned Employee. The Assigned Employee agrees to work those hours required to complete the Assignment as determined by the Rx Pro Health Customer. If the Assigned Employee is unable to work scheduled hours, due to illness or otherwise, the Assigned Employee shall

contact Rx Pro Health prior to their assigned shift and with prior permission will contact the Rx Pro Health Customer describe the circumstances preventing the Assigned Employee from working the required hours.

10. **Non-Compete.** The Assigned Employee agrees not to compete with Rx Pro Health's business.

11. **Representations and Warranties.** The Assigned Employee represents and warrants that he/she has the capacity to enter into this Agreement, and may do so without violating any other contract, employment or consulting arrangement. To the extent not inconsistent with the terms of this Agreement, the Assigned Employee shall be permitted to provide services for or on behalf of any other individuals, corporations or organizations, and to advertise and represent his/her services as being so available.

12. **Capacity: No Conflict.** The Assigned Employee agrees that all information relating to the business operations of Rx Pro Health or Rx Pro Health's Customer shall be held in strict confidence, and not disclosed without the prior written consent of Rx Pro Health or Rx Pro Health's Customer, whichever is appropriate, unless required by law. The Assigned Employee agrees not to divulge his/her pay rate to any employee, the Assigned Employee or independent contractor of Rx Pro Health's Customer or to any employee, contractor or consultant of Rx Pro Health, except as instructed by Rx Pro Health.

No information developed or obtained in the performance of the Assignment shall be published or divulged in any discussion, writing, thesis, patent application or the like without the written approval of Rx Pro Health or Rx Pro Health's Customer, unless required by law.

13. **Rx Pro Health Customer Property.** At Rx Pro Health's request, The Assigned Employee shall submit a listing of all Rx Pro Health Customer-furnished materials including designs, reports, manuals, documents, hardware and software. The Assigned Employee shall not substitute any property for Rx Pro Health Customer's property. The Assigned Employee further agrees that the use of Rx Pro Health Customer's equipment and property is limited to the tasks necessary to complete the Assigned Assignment, and that he/she will not use any Rx Pro Health Customer property except in performing work as defined in this Agreement. Upon termination of this Agreement, The Assigned Employee agrees to return all Rx Pro Health Customer materials and property. Any breach of the Rx Pro Health Customer Property section of this Agreement without written consent of the Rx Pro Health Customer will be grounds for immediate termination. Furthermore, if any Rx Pro Health Customer materials are deemed not returned, The Assigned Employee agrees to pay Rx Pro Health full market value for the materials.

14. **Employment with Rx Pro Health Customer.** The Assigned Employee agrees that he/she will not, directly or indirectly, alone, or as an employee, contractor, independent contractor, partner, company, or joint-venture, solicit or accept employment on a full or part-time basis, or enter into any contractual or consulting arrangement with the Rx Pro Health Customer, during the period of the Agreement or within the six month period following the Termination Date without the express written consent of Rx Pro Health. The Assigned Employee agrees to notify Rx Pro Health if the Assigned Employee or any agent, partner, company, or joint venture of the Rx Pro Health Customer is requested by the Rx Pro Health Customer, during the term of the Agreement or within six months of the Termination Date, to continue providing services to the Rx Pro Health Customer subsequent to the Termination Date. If any work is performed during the term of the Agreement or within six months of the Termination Date it is understood, that this work will be performed on behalf of and for the benefit of Rx Pro Health. This clause may be waived with the written consent of Rx Pro Health and with the payment of a finder's fee to Rx Pro Health equal to thirty-percent (30%) of the Assigned Employee's first year's salary (or first year total value of contract) by either the Rx Pro Health Customer or the Assigned Employee.

15. **Assignment.** This Agreement is personal to the Assigned Employee and may not be assigned or subcontracted by the Assigned Employee without written authorization from Rx Pro Health. Rx Pro Health may assign this Agreement.

16. **Representations of The Assigned Employee.** The Assigned Employee warrants that all representations made by him/her, including but not limited to resumes and references, are true and accurate, and that he/she has accurately reflected his/her qualifications for the Assignment.

17. **Sexual Harassment and Discrimination Policy.** The Assigned Employee acknowledges that he/she has received and read Rx Pro Health's Policies and Procedures Regarding Harassment in the Workplace.

18. **Indemnification.** The Assigned Employee agrees to indemnify and hold Rx Pro Health and any of its affiliates or parent companies harmless for any and all damages, costs, expenses and losses arising directly or indirectly as a result of any action or inaction of the Assigned Employee, including but not limited to, any claims of negligence, by the Assigned Employee, solely and approximately caused by the action or inaction of the Assigned Employee while performing work or services pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

Assigned Employee

RxProHealth, Inc., a Colorado corporation

By: _____
Name: _____

By: _____
Jason Atlas, VP Pharmacy Operations