

Teri Bilhartz Maxwell, DO
1000 Valentine Court
Napa, CA 94559
teri@bilhartz.com

May 4, 2018

Re: Client Services Agreement

Dear Teri Bilhartz Maxwell, DO,

This Client Services Agreement (this “**Agreement**”) sets forth the terms and conditions whereby Teri Bilhartz Maxwell, a/an CA sole proprietor having a principal place of business at 1000 Valentine Court, Napa, CA 94559 (“**you**”), agrees to provide the Services (as defined below) to one or more medical facility clients (each, a “**Client**”) of Barton & Associates, Inc., a Delaware corporation having its principal place of business at 300 Jubilee Drive, Peabody, MA 01960 (“**Barton**”). As used herein, the term “**you**” shall include each of your employees, agents, and subcontractors (if any) providing Services for Barton’s Clients pursuant to this Agreement.

1. Services; Assignments & Placement Orders.

1.1 Services. You hereby engage Barton, and subject to the terms and conditions of this Agreement Barton hereby accepts such engagement, to use commercially reasonable efforts to seek opportunities and arrange with its Clients for you to provide temporary medical services (the “**Services**”) for or on behalf of such Clients.

(a) You acknowledge and agree that neither Barton nor any of its employees, officers, directors, or agents is licensed to practice medicine in any state or jurisdiction and will not practice medicine or provide medical services under any circumstances. At all times, you alone shall be legally and clinically responsible for your practice of medicine and provision of medical services (including the Services). Barton shall not control, influence, or attempt to control or influence the manner or means, including without limitation the time, place, or method, by which you practice medicine, provide Services, exercise professional judgment, or fulfill your legal or ethical duties.

1.2 Assignments. Barton may contact you from time to time regarding potential opportunities for your provision of Services for Clients in need of temporary medical practitioners (each, an “**Assignment**”). Unless you instruct Barton in writing to the contrary, Barton will disseminate and share with Clients professional and personal information supplied by you or relating to you and a potential Assignment, and you hereby consent to any such dissemination and sharing.

1.3 Placement Orders. For each Assignment opportunity communicated to you by Barton, you shall either accept or reject the dates, location, and other proffered terms thereof. Upon your oral or written acceptance of such terms, such Assignment shall be binding upon you and shall be memorialized in an Assignment-specific placement order or other written confirmation form or letter (each, a “**Placement Order**” or “**PO**”). All Placement Orders, as may be amended or modified from time to time, shall be made part of this Agreement and incorporated herein by reference. Each PO shall set forth, as applicable, your employee, agent, or subcontractor who will provide the Services, the Client or Client’s facility or establishment for whom you agreed to provide

Services (each, a “*Facility*”), period of performance, your Fees (as defined below) and any reimbursable expenses, and any other Assignment-specific terms and conditions.

1.4 No Guarantees. Notwithstanding the foregoing or anything to the contrary in this Agreement or any PO, you acknowledge and agree that Barton does not and cannot guarantee, and thus makes no express or implied representation or warranty, that any Client will request, require, or accept you for any Assignment, even those for which Barton communicates available opportunities.

2. Representations & Warranties. You represent and warrant to Barton the following:

2.1 Authority & Consents; No Conflicts. You have the authority and right to enter into this Agreement, to grant the rights granted herein, and to perform all of your obligations hereunder. No consent or approval is required by any third party in connection with your performance under this Agreement or provision of Services, including with respect to your sharing of any professional references and other information of or relating to any third party. If any such consent or approval is required, you shall promptly obtain such consent or approval and provide to Barton and any requesting Client or Facility a copy of such consent or approval, or certify your receipt thereof.

2.2 Accuracy & Veracity of Information. All information and documentation that has been or will be submitted, provided, or communicated by you to Barton or any Clients (whether directly or through Barton) is and will be true, correct, and accurate in all respects. Throughout the Term (as defined below), you shall promptly correct any false or misleading information previously submitted, provided, or communicated to Barton or any Client pursuant to this Agreement.

2.3 Qualifications; Licenses. You have the required skill, experience, and qualifications to provide the Services. Upon commencement of each Assignment’s period of performance (each, a “*Start Date*”): (a) you will be duly licensed, registered, and in good standing to engage in the practice of medicine under the laws of each state in which you are to provide Services, and such licenses and registrations will not be suspended, revoked, or restricted in any manner; and (b) if required by the applicable Client, you will have and retain current controlled substances registrations issued by the appropriate federal and state government agencies, and such registrations will not be surrendered, suspended, revoked, or restricted in any manner. You are and will remain eligible and qualified to be covered by Barton’s PL Insurance (as defined below) and any applicable state patient compensation fund (“*PCF*”) in which you may be required to participate, and you will undertake any necessary action to ensure your participation in any such PCF.

2.4 Disclosures. Subject to Section 9.4, you have disclosed and will promptly disclose to each Client (whether directly or through Barton) and, if reasonably requested for or required by its internal risk-management practices, to Barton the following matters:

(a) any malpractice claim, settlement, settlement allocation, judgment, verdict, or decree that has been or may reasonably be brought, adjudged, or levied against you;

(b) any disciplinary, peer review, or professional review investigation, proceeding, or action instituted against you by any licensure board, hospital, medical school, health care facility or entity, peer review or professional review committee or body, or government agency;

(c) any condition that impairs or may impair your ability to practice medicine;

(d) any investigation or proceeding involving you, including any alleging that you filed false health care claims, violated anti-kickback laws, violated professional ethics or standards, engaged in illegal, unethical, or other misconduct relating to the practice of medicine, or engaged in billing improprieties or other fraudulent activities; and

(e) any denial or withdrawal of any application or request for any: (i) license to practice medicine; (ii) medical staff privileges; (iii) board certification or recertification; (iv) third-party payor program participation; (v) controlled substances registration; (vi) malpractice insurance; or (vii) PCF.

3. **Obligations & Duties.** Subject to Section 1.1(a), you covenant and agree as follows:

3.1 Provision of Services; Assignment Conditions. You shall provide all Services according to prevailing standards of medical practice and in compliance with all applicable laws, regulations, rules, orders, and directives of all applicable governmental, regulatory, and accreditation bodies. On and after each Start Date, you shall have (a) fully complied with your representations, warranties, and covenants under this Agreement and (b) successfully obtained (i) a full or valid temporary license to practice medicine in the state in which you are to provide Services, (ii) appropriate credentials and clinical privileges needed to provide the Services, and (iii) all other certifications, registrations, licenses, approvals, and authorizations required or requested by Client in connection with such Assignment (collectively, the “**Assignment Conditions**”).

3.2 Credentialing & Privileging; Release. If any Client, in its sole discretion, elects to commence or continue the process of credentialing, privileging, or otherwise evaluating you for your potential provision of Services, you shall comply with such Client’s pre-Assignment policies and procedures relating thereto.

(a) Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that neither Barton nor any of its employees, officers, directors, agents, or affiliates (collectively, the “**Barton Parties**”) participates in, contributes to, or influences any credentialing, privileging, or other evaluative process. You hereby irrevocably release and discharge Barton and the Barton Parties from any and all claims, causes of action, harm, damages, penalties, or losses directly or indirectly arising from or relating to: (i) any credentialing, privileging, or other evaluative process; (ii) the denial, suspension, or termination of any credentials or privileges; or (iii) any acts, omissions, or decisions related to any of the foregoing.

3.3 Payors; Records & Reports. Each Client shall bill and collect payments from all patients and third-party payors for your Services, and you shall not bill or seek payment for such Services from any such patient or payor. You shall cooperate in the timely submission, completion, maintenance, and furnishing of forms and information, including any correspondence or other records evidencing your provision of Services, as any Client may request or as may be required by any payor, professional body, or state or federal agency having regulatory authority over such Client. You shall comply with each Client’s billing compliance programs, policies, and procedures and you shall indemnify Barton for any loss incurred by Barton as a result of any Client’s refusal to pay Barton due to your failure to comply with any such programs, policies, or procedures.

3.4 Medical Records. You shall prepare, complete, and review, in accordance with prevailing standards of medical practice, appropriate, legible, and accurate entries into all medical records, including charts and dictations, for each occasion on which you provide Services, or collaborate in the provision of Services, to patients of any Client or Facility.

4. **Barton’s Obligations & Duties.** Barton will maintain a claims-made professional liability (medical malpractice) insurance policy, with policy-year limits of \$1,000,000 per claim and \$3,000,000 in the aggregate, or such higher limits as may be required by state law (the “**PL Insurance**”), under which according to the terms and conditions thereof you will be covered as an additional insured for malpractice claims arising from incidents while duly assigned and providing Services pursuant to this Agreement and the applicable PO(s). Notwithstanding the foregoing, the

PL Insurance shall be secondary to and in excess of any other valid and collectible insurance maintained by you or any third party.

5. Term; Termination & Cancellation.

5.1 Term. The term of this Agreement shall commence as of the date first written above, shall continue for a period of one (1) year (the “**Initial Term**”), and shall automatically renew for successive one (1)-year terms (each, a “**Successive Term**”, and together with the Initial Term, the “**Term**”), unless the Initial Term or a Successive Term is sooner terminated pursuant to Section 5.2.

5.2 Termination of Agreement. Subject to Section 5.4:

(a) Either party may terminate this Agreement on written notice to the other party if such other party materially breaches any provision of this Agreement and the breach either cannot be cured or, if it can be cured, is not cured by the breaching party within thirty (30) days after the breaching party’s receipt of written notice of such breach.

(b) For purposes of Section 5.2(a), you shall be deemed to have materially breached this Agreement, and such breach shall be incapable of being cured, if:

(i) you become ineligible for or disqualified from coverage under the PL Insurance or any PCFs, or if any such coverage cannot be renewed or is terminated; or

(ii) you breach or threaten to breach any term, condition, or provision under Section 2, Section 3, or Section 9 of this Agreement.

5.3 Cancellation of Assignments. Subject to Section 5.4:

(a) By Barton. Barton may cancel any Assignment in whole or in part, effective immediately upon notice to you, in the event: (i) Client cancels such Assignment or any portion thereof; (ii) Client defaults or threatens to default on any of its payment obligations to Barton; or (iii) you fail to comply with any of your representations, warranties, or covenants under this Agreement.

(b) By You. You acknowledge and agree that Barton expends significant time and resources in seeking and arranging Assignments and contracting with Clients, and that Barton would be substantially and irreparably harmed if you were to cancel any Assignment in violation of this Section 5.3(b).

(i) Incapacitation. If you unforeseeably become incapacitated such that you are incapable of practicing medicine for an extended period of time, you may cancel any Assignment upon Barton’s receipt of a written cancellation notice from you. If you cancel an Assignment pursuant to the preceding sentence, Barton shall have the right and option, but not the obligation, to require reasonable verification of the reason(s) for such incapacitation, which you or any authorized representative must produce within a reasonable period of time after Barton’s request therefor.

(ii) Other. Prior to an Assignment’s Start Date, you shall not cancel such Assignment other than pursuant to and in accordance with Section 5.3(b)(i). On and after an Assignment’s Start Date, if you desire to cancel such Assignment you shall provide thirty (30) days’ advance written notice to Barton, provided that such cancellation shall not become effective until the date that is thirty (30) days after Barton’s receipt of your written cancellation notice.

(iii) If you breach any of your obligations set forth in this Section 5.3(b) (each, a “**Cancellation Event**”), you shall promptly pay to Barton an amount equal to: (A) all nonrefundable costs, expenses, penalties, damages, and fees directly or indirectly incurred by Barton in connection with the cancelled Assignment; plus (B) the total of the number of days (up to a

maximum of thirty (30) calendar days) on which, assuming full satisfaction of all Assignment Conditions, you would have rendered Services under the cancelled Assignment, **multiplied by** your daily pay rate for Services set forth in the applicable PO (collectively under this Section 5.3(b)(iii), the “**Cancellation Fees**”). The parties agree that, if a daily pay rate is not specified in the applicable PO, Barton shall determine such daily rate in good faith based on the Fees set forth in such PO.

5.4 Effects.

(a) Termination of this Agreement or cancellation of any Assignment for any reason shall not release either party from any obligation or liability that: (i) has already accrued hereunder; (ii) comes into effect due to such termination or cancellation; or (iii) otherwise expressly or impliedly survives such termination or cancellation, which for the avoidance of doubt shall include those set forth in Section 3.2(a), Section 5.3(b), Section 7, Section 8, Section 10, Section 11, and Section 13.

(b) Termination of this Agreement automatically cancels all Assignments, and cancellation in full of any Assignment automatically terminates the cancelled Assignment’s PO.

(c) Subject to Section 6, if Barton cancels an Assignment or if you cancel an Assignment under Section 5.3(b)(i), Barton shall remit any undisputed Fees then due and payable to you for Services you had provided for the applicable Client prior to the effective date of such termination or cancellation. **You acknowledge and agree that this Section 5.4(c) constitutes Barton’s sole liability and obligation to you in connection with any cancelled Assignment, and under no circumstances shall Barton have any obligation to pay any Fees or other amounts to you for uncompleted portions of any Assignment.**

6. Financial Terms.

6.1 Fees. Subject to the terms and conditions of this Section 6, as full compensation for your provision of Services and the rights granted to Barton under this Agreement, Barton will pay you the undisputed Assignment-specific fees negotiated and agreed to in each PO (the “**Fees**”). Fees are paid from the amounts Barton receives from each applicable Client and, unless otherwise required by law or negotiated by you, on a per-Assignment basis.

6.2 Payment Terms; Invoices. Barton shall pay all undisputed Fees to you within fifteen (15) days of receiving an invoice or similar document (in paper, digital, or other agreed-upon format) setting forth the basis (e.g., per-Assignment or time) for your provision of Services (each, an “**Invoice**”). On a weekly basis or as may otherwise be agreed, you shall complete all Invoices and submit such Invoices to the applicable Client for verification. Barton shall have no obligation to pay you any Fees unless Barton has received your Invoices verified by Client; provided that at its option Barton may elect to pay any undisputed Fees to you prior to satisfaction of the foregoing conditions.

6.3 Expenses. Unless otherwise agreed in a PO, you are responsible for any travel, lodging, mileage, and other costs or expenses incurred by you in providing Services. If agreed in a PO, Barton may arrange Standard Travel & Lodging (as defined below) accommodations or reimburse Standard Travel & Lodging expenses from the reimbursements or other payments Barton receives from the applicable Client; provided, however, that you agree:

(a) (i) you shall provide all documentation within fourteen (14) days of incurring such expenses; and (ii) you shall be responsible and liable for any costs, fees, penalties, or expenses incurred or paid by Barton as a direct or indirect result of: (A) any damage to or loss or destruction of any travel implements, vehicles, or lodging accommodations, beyond reasonable wear and tear, caused by you or any of your Representatives; (B) your arranging any travel or lodging or incurring

any expenses above and beyond Standard Travel & Lodging; or (C) your failure to timely vacate any accommodations, or to return any rental car or other items related thereto.

(b) In the absence of any contrary or more restrictive Client policies or practices, the term “**Standard Travel & Lodging**” shall mean (in each case, without any upgrades): (i) for air or rail travel, standard coach fare; (ii) for rental cars, an economy or standard-sized car; and (iii) for hotels and lodging, standard, reasonably priced and located accommodations.

6.4 Setoff Permitted. Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy it has or may have, Barton may, without notice to you, set off or recoup any liability or payment it owes to you (including via deduction) against any liability for which Barton determines in good faith you are liable to Barton or its affiliates, whether such liability is matured or unmatured, or liquidated or unliquidated.

7. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership or an employer/employee or agency relationship between the parties hereto. Neither party shall have any express or implied right or authority to assume or create any obligations on behalf or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party. Neither party is eligible to participate in any vacation, group medical or life insurance, disability, profit-sharing or retirement benefits, or any other fringe benefits or benefit plans offered by the other party to its employees. Barton is not responsible for withholding or paying any income, payroll, or other federal, state, or local taxes (except where required by law), or for making any insurance contributions, including unemployment, disability, or worker’s compensation insurance, on your or your employees’ behalf. You shall be responsible for, and shall indemnify Barton against, all such taxes and contributions, including penalties and interest. Any persons employed or engaged by you in connection with your performance under this Agreement or provision of Services shall be your employees, agents, or contractors, and you shall be fully responsible for them (including without limitation for the payment of any Fees) and shall indemnify Barton against any and all claims made by or on behalf of any such persons.

8. Conversion.

8.1 You acknowledge and agree that, if you were to enter into any other direct or indirect agreement or employment arrangement for medical services with any Client to whom Barton had submitted your information in consideration of an Assignment (each, a “**Conversion**”), the harm caused to Barton by such Conversion would be impossible or very difficult to accurately estimate.

8.2 Accordingly, you shall not directly or indirectly cause, partake in, or accept any offer or solicitation for a Conversion, or attempt to do any of the foregoing, until: (a) (i) the second anniversary of the last date of your most recent Assignment with the applicable Client; or (ii) if no Assignment had been made, the first anniversary of the date on which your information was submitted to such Client; or (b) (i) you have performed at least two-thousand (2,000) hours’ worth of Assignments for the applicable Client; and (ii) either you or such Client (pursuant to a separate written agreement by and between Barton and such Client) have paid to Barton an amount equal to 30% of your first year’s annualized compensation (such amount under this Section 8.2(b), the “**Conversion Fee**”). The parties agree that, if the Client pays all or any portion of the Conversion Fee, your responsibility to pay such Conversion Fee shall be reduced *pro rata* or discharged based on the Conversion Fee amount actually paid by such Client and received by Barton.

9. Confidentiality.

9.1 Each party may receive confidential or proprietary information of or relating to the other party, including the terms of this Agreement and all POs, as well as information relating to the disclosing party's technology, operations, techniques, strategies, clients, pricing and fee structures, and sourcing, in each case whether oral, written, or electronic (collectively, "**Confidential Information**"). Confidential Information does not include information that: (a) is generally available to the public other than due to the receiving party's breach of this Agreement; or (b) was disclosed to the receiving party by a third party having no confidentiality obligations with respect thereto.

9.2 The receiving party shall treat all Confidential Information as confidential, not disclose any Confidential Information to any third party other than its directors, officers, employees, agents, representatives, and advisors (including attorneys, accountants, and consultants) (collectively, but only to the extent such persons receive Confidential Information in connection with this Agreement, "**Representatives**") who have a "need to know" such Confidential Information, and not use any Confidential Information for any purpose except as required for its performance under this Agreement. Notwithstanding the foregoing, the receiving party without liability hereunder may disclose Confidential Information as may be required by any law, rule, regulation, or legal, judicial, or administrative process.

9.3 Upon the disclosing party's request, the receiving party, at its sole option, shall either return or destroy all Confidential Information of the disclosing party (including all copies thereof), provided that the receiving party or its Representatives may retain any Confidential Information that must be retained under any law, regulation, or internal compliance or retention policy, in which case such Confidential Information shall only be retained for the purposes of complying with such law, regulation, or internal policy.

9.4 HIPAA; Protected Health Information. You shall comply with all laws, rules, regulations, and orders of any federal, state, local, or other authority governing the maintenance of medical records and confidentiality of patient information, including the Health Insurance Portability and Accountability Act of 1996 (as amended, and including all regulations promulgated pursuant thereto, "**HIPAA**"). You shall not use or disclose any "protected health information" (as defined under HIPAA, "**PHI**") of any patients, other than as permitted by HIPAA and each Client's internal policies and procedures. You acknowledge and agree that certain Clients may require you to enter into a "business associate agreement" (as defined under HIPAA, "**BAA**"). If so required, you shall promptly execute and comply with such BAA in accordance with its terms.

(a) No Disclosure of PHI to Barton. You understand, acknowledge, and agree that Barton is neither a "covered entity" nor a "business associate" under HIPAA. As such, you shall not disclose any PHI to Barton or any of its Representatives except as permitted under HIPAA.

10. Certain Limitations.

10.1 No Warranties. *Barton does not make, and specifically excludes and disclaims the making of, any express or implied warranties whatsoever, whether oral or written, to you or any other person relating to: any services provided by Barton; any acts, omissions, or decisions, of any Client; or any Assignment or the availability thereof (including with respect to any cancellation of any Assignment in whole or in part); in each case whether arising by law, course of dealing, course of performance, usage, or otherwise.*

10.2 Limitation of Liability. *In no event shall Barton or the Barton Parties be liable to you or any third party for any consequential, incidental, indirect, exemplary, special, or punitive damages, including any damages for business interruption, loss of use, loss of data, or loss of revenue or profit, in each case regardless of whether such damages arise from any breach of contract, tort, or otherwise, and regardless of whether such damages were foreseeable or whether the possibility of such damages was advised.*

11. Insurance. You represent that, as required by your needs or applicable state law, you presently have, or during the Term will procure and maintain, adequate workers' compensation, general liability, unemployment, and other required forms of insurance covering you and each of your employees, agents, and contractors. You understand and agree that Barton shall not be responsible for procuring or providing, or for reimbursing you for procuring or maintaining, any such insurance coverage; provided, however, that the foregoing shall not limit the provisions of Section 4.

12. Other Business Activities. As an independent contractor of Barton you may be engaged or employed in any other business, trade, profession, or activity that does not cause a breach or violation of any term or provision of this Agreement.

13. Miscellaneous.

13.1 All rights and remedies in this Agreement are cumulative and not exclusive. The exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in any other agreement between the parties, or otherwise. Despite the previous sentence, the parties intend that Barton's right to Cancellation Fees under Section 5.3(b) is Barton's exclusive remedy and your sole liability for any Cancellation Event, and that Barton's right to a Conversion Fee under Section 8 is Barton's exclusive remedy and your sole liability for any Conversion. The parties intend that each of the Cancellation Fees and Conversion Fee constitutes compensation, not a penalty. The parties acknowledge and agree that, because Barton's harm caused by any Cancellation Event or any Conversion would be impossible or very difficult to accurately estimate, the Cancellation Fees and Conversion Fee, respectively, is each a reasonable estimate of the anticipated or actual harm that might arise from any such Cancellation Event or Conversion.

13.2 This Agreement, together with all POs, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Agreement and those of any PO, the following order of precedence shall govern: (i) first, this Agreement, exclusive of any POs; and (ii) second, all POs (other than an exception expressly set forth as such in a PO).

13.3 No amendment to or modification or waiver of any provision of this Agreement is effective unless in writing and signed by each party, provided that the terms of any PO may be modified by the parties' mutual written agreement (including via email). Handwritten changes to this Agreement or any PO are void and shall not be binding on either party. No failure or delay in exercising any right, remedy, power, or privilege arising from this Agreement shall operate as a waiver thereof, nor shall any partial exercise of any right, remedy, power, or privilege preclude any further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13.4 This Agreement and all POs shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice- or

conflict-of-law provision or rule that would cause the application of laws of any jurisdiction other than Massachusetts. Any suit, action, or proceeding arising from this Agreement shall exclusively be instituted in the courts of the United States or the Commonwealth of Massachusetts in each case located in Suffolk County, Massachusetts, and each party irrevocably submits to the personal jurisdiction of such courts in any such suit, action, or proceeding.

13.5 Headings contained in this Agreement and all POs are for convenience only, shall not be deemed to be part of this Agreement or any PO, and shall not define or affect the meaning, construction, interpretation, or scope of any terms or provisions of this Agreement or any PO.

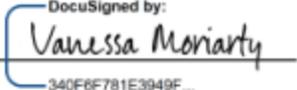
13.6 If any term or provision of this Agreement or any PO is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the intent of the parties as closely as possible such that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.7 This Agreement and all POs may be executed electronically or by facsimile in one or more counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[Signatures Follow.]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement in the Commonwealth of Massachusetts, and this Agreement shall be valid and binding upon the parties, as of the date first written above.

Yours truly,
BARTON & ASSOCIATES, INC.

By: _____  340F8F781E3949F...

Name: Vanessa Moriarty
Title: Senior Manager, Worcester .Com

Barton Recruiter/FS: Danielle Stokowski
Barton Manager: Brittany Martel

Accepted and Agreed:

INDEPENDENT CONTRACTOR:

By: _____  2B1688213F93485...

Name: Teri Bilhartz Maxwell
Title: DO