

CERTIFIED MEDICAL STAFFING
INDEPENDENT CONTRACTOR NON-COMPETE AGREEMENT

THIS INDEPEPENT CONTRACTOR NON-COMPETE AGREEMENT ("Agreement") is made on this date _____, _____ by and between Certified Medical Staffing ("Company") and _____ ("Independent Contractor"), providing the service of _____ (indicate discipline). Independent Contractor desires to give and Company desires to receive from Independent Contractor a covenant not to engage, either directly, indirectly, in competition with, or to solicit any customer, client, Independent Contractor, or account of Company.

NOW THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1. COVENEANTS AGAINST COMPETITION.

Independent Contractor acknowledges that the services to be rendered to Company have a significant and material value to Company, the loss of which cannot be adequately compensated by damages alone. In view of the significant and material value to Company of the services of Independent Contractor for which Company has utilized Independent Contractor; and the confidential information obtained by or disclosed to Independent Contractor as an Independent Contractor of Company, and as a material inducement to Company to utilize Independent Contractor and to pay Independent Contractor compensation for such services to be rendered for Company by Independent Contractor (it being understood and agreed by the parties hereto that such non-competition shall also be paid for and received in consideration hereof) Independent Contractor covenants and agrees as follows:

A: During Independent Contractor's utilization by Company and for a period of one (1) year after Independent Contractor ceases to be utilized by Company, Independent Contractor shall not come within a 150 mile straight line radius of _____ directly or indirectly, either for Independent Contractor's own account or as a partner, shareholder (other than shares regularly traded in recognized markets), officer, agent or otherwise by any other business, enterprise or venture that is the same as or similar to or competitive with Company. By way of example, and not as limitation, the foregoing shall preclude Independent Contractor from soliciting business or sales from, or attempting to convert to other sellers or providers of the same or similar producers or services as provided by Company, any customer, client or account of Company which Independent Contractor has had any contact during the term of utilization.

B: During utilization and for a period of eight (8) months thereafter, Independent Contractor shall not directly or indirectly, solicit for employment or employ any Independent Contractor of Company.

2. AT WILL

Independent Contractor acknowledges that Independent Contractor's involvement with Company is "at will", subject to applicable law, and that either Company or Independent Contractor may terminate at any time, with or without notice, for any reason or no reason whatsoever. Nothing in this Agreement shall constitute a promise of employment for any particular duration or rate of pay.

3. ACCOUNTING FOR PROFITS

Independent Contractor covenants and agrees that, if Independent Contractor shall violate any covenants or agreements in Section 1 hereof, Company shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations or benefits which Independent Contractor directly or indirectly has realized and/or may realize as a result of, growing out of or in connection with any such violations; such remedy shall be

in addition to and in limitation of any injunctive relief, repayment of attorney fees and litigation costs incurred by Company or other rights or remedies to which Company is or may be entitled at law or in equity or under this Agreement.

4. REASONABLENESS OF RESTRICTIONS

Independent Contractor has carefully read and considered the provisions of Section 1 hereof and, having done so, agrees that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Company, its officers, directors, shareholders and other Independent Contractors. In the event that, notwithstanding the foregoing, any part of the covenants set forth in Section 1 hereof shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had been included herein. In the event that any provision of Section 1 shall be declared by a court of competent jurisdiction to exceed the maximum time period or areas such court deems reasonable and enforceable, the agreed upon time period and/or areas of restriction shall be deemed to become and thereafter be the maximum time period and/or areas which such court deems reasonable and enforceable.

5. BURDEN AND BENEFIT

This agreement shall be binding upon, and shall inure to the benefit of, Company and Independent Contractor, and their respective heirs, personal and legal representatives, successors and assigns.

6. GOVERNING LAW

Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Tennessee.

7. SEVERABILITY

The provisions of this Agreement (including particularly, but not limited to, the provisions of Section 1 hereof) shall be deemed severable, and the invalidity or unenforceability of any one of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

8. COMPANY

As used herein, the term "Company" shall include any corporation that is at any time a parent or subsidiary of Company.

9. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding by and between Company and Independent Contractor with respect to the covenant against competition herein referred to, and no representation, promises, agreements or understandings, written or oral not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound.

10. NO WAIVER

No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced; moreover, no valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or will be deemed a valid waiver of such provision at any other time.

11. INDEPENDENT CONTRACTOR RESPONSIBILITIES

Independent Contractor realizes they are not considered an employee and meet the qualifications of the IRS to be considered an Independent Contractor. Independent Contractor will carry any appropriate liability insurance. Independent Contractor will make necessary payments to any and all government tax agencies including unemployment compensation and worker's compensation payments.

12. EQUAL OPPORTUNITY

Company affords equal opportunity to all contractors and prospective contractors without regard to color, sex, age, marital status, disability, veteran status or national origin in the following utilization practices; recruitment, hiring, placement, transfer, promotion, demotion, selection for training, layoff, termination, determination of services, rate of pay, benefit plans, compensation and other personnel actions.

13. Independent Contractor agrees to fully perform after acceptance of assignment such services as obtained by Company on behalf of the Independent Contractor. The Independent Contractor will maintain all governing agency credentials, certifications, continuing education, licensure or any other requirement to perform skill and service provided by the Independent Contractor.

IN WITNESS WHEREOF, Company and Independent Contractor have duly executed this Agreement under seal as of the month, day and year first written above.

For Certified Medical Staffing

Independent Contractor

signature

signature

print name

print name

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date

date