EXHIBIT J

NIGHTHAWK RADIOLOGY SERVICES, LLC
CONFIDENTIALITY AND NONCOMPETITION AGREEMENT

THIS AGREEMENT is made as of May 4, 2009, between NightHawk Radiology Services, LLC (the "Company"), and Paul Cartee ("Employee").

WHEREAS, in connection with Employee's employment relationship with the Company, Employee has become familiar with the Company's trade secrets and with other confidential information concerning the Company, including, but not limited to, the Company's technology, customers, customer lists, products and services, and pricing (the "Confidential Information");

WHEREAS, the Company and Employee desire to enter into this Agreement in order to (i) define the relative rights of the Company and Employee with respect to the Confidential Information and (ii) set forth the obligation of Employee to refrain from competing with the Company as described more fully below; and

WHEREAS, as an inducement to Employee to execute this Agreement, the Company has, through its parent organization, NightHawk Radiology Holdings, Inc. ("Holdings"), offered to grant to Employee an option to purchase 70,000 shares of Holdings common stock (the "Option Grant"), which Option Grant shall be governed by a stock option grant agreement to be entered into by Employee and Holdings.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein and other good and valuable consideration, including the Option Grant, the receipt and sufficiency of which are hereby acknowledged, the Company and Employee hereby agree as follows:

1. Nondisclosure and Nonuse of Confidential Information. Employee shall not disclose or use (except in connection with Employee's duties to the Company) at any time, either during the period of Employee's employment relationship with the Company or thereafter, any Confidential Information of which Employee is or becomes aware, whether or not such information is developed by Employee. Employee shall take all appropriate steps to safeguard Confidential Information and to protect it against disclosure, misuse, loss and theft.

2. Noncompetition. Employee hereby covenants and agrees with the Company that during the period commencing with the date of this Agreement and ending on the first (1st) anniversary of the date of the termination of Employee's employment with the Company (the "Noncompetition Period"), Employee shall not seek employment from, become employed by or provide similar services to (i) any currently existing professional teleradiology services company, or (ii) any business that acquires or has acquired and continues to operate a professional teleradiology services company.

3. General Provisions.

(a) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision this Agreement shall be construed and enforced as if such invalid or unenforceable provision had never been contained herein. The parties agree that a court of competent jurisdiction shall have the power to reduce the scope of any such term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision in Section 2 with a term or

provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

(b) Successors and Assigns. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of and be enforceable by the Company and its successors and assigns.

(c) Choice of Law; Jurisdiction. This Agreement shall be governed by the internal law, and not the law of conflicts, of the State of Idaho. The parties hereto irrevocably and unconditionally submit to the exclusive jurisdiction of any state or federal court sitting in Kootenai County, Idaho.

(d) Remedies. Each of the parties to this Agreement shall be entitled to enforce its rights under this Agreement specifically, to recover damages and costs (including reasonable attorneys fees) caused by any breach of any provision of this Agreement and to exercise all other rights existing in its favor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

NIGHTHAWK RADIOLOGY SERVICES, LLC.

By _____

Its _____

EMPLOYEE

Signature: _____

Print: Paul E. Cartee

NIGHTHAWK RADIOLOGY SERVICES, LLC
CONFIDENTIALITY AND NONCOMPETITION AGREEMENT

THIS AGREEMENT is made as of May 7, 2009, between NightHawk Radiology Services, LLC (the "Company"), and John Cardosa ("Employee").

WHEREAS, in connection with Employee's employment relationship with the Company, Employee has become familiar with the Company's trade secrets and with other confidential information concerning the Company, including, but not limited to, the Company's technology, customers, customer lists, products and services, and pricing (the "Confidential Information");

WHEREAS, the Company and Employee desire to enter into this Agreement in order to (i) define the relative rights of the Company and Employee with respect to the Confidential Information and (ii) set forth the obligation of Employee to refrain from competing with the Company as described more fully below; and

WHEREAS, as an inducement to Employee to execute this Agreement, the Company has, through its parent organization, NightHawk Radiology Holdings, Inc. ("Holdings"), offered to grant to Employee an option to purchase 50,000 shares of Holdings common stock (the "Option Grant"), which Option Grant shall be governed by a stock option grant agreement to be entered into by Employee and Holdings.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein and other good and valuable consideration, including the Option Grant, the receipt and sufficiency of which are hereby acknowledged, the Company and Employee hereby agree as follows:

1. Nondisclosure and Nonuse of Confidential Information. Employee shall not disclose or use (except in connection with Employee's duties to the Company) at any time, either during the period of Employee's employment relationship with the Company or thereafter, any Confidential Information of which Employee is or becomes aware, whether or not such information is developed by Employee. Employee shall take all appropriate steps to safeguard Confidential Information and to protect it against disclosure, misuse, loss and theft.

2. Noncompetition. Employee hereby covenants and agrees with the Company that during the period commencing with the date of this Agreement and ending on the first (1st) anniversary of the date of the termination of Employee's employment with the Company (the "Noncompetition Period"), Employee shall not seek employment from, become employed by or provide similar services to (i) any currently existing professional teleradiology services company, or (ii) any business that acquires or has acquired and continues to operate a professional teleradiology services company.

3. General Provisions.

(a) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision this Agreement shall be construed and enforced as if such invalid or unenforceable provision had never been contained herein. The parties agree that a court of competent jurisdiction shall have the power to reduce the scope of any such term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision in Section 2 with a term or

provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

(b) Successors and Assigns. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of and be enforceable by the Company and its successors and assigns.

(c) Choice of Law; Jurisdiction. This Agreement shall be governed by the internal law, and not the law of conflicts, of the State of Idaho. The parties hereto irrevocably and unconditionally submit to the exclusive jurisdiction of any state or federal court sitting in Kootenai County, Idaho.

(d) Remedies. Each of the parties to this Agreement shall be entitled to enforce its rights under this Agreement specifically, to recover damages and costs (including reasonable attorneys fees) caused by any breach of any provision of this Agreement and to exercise all other rights existing in its favor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

NIGHTHAWK RADIOLOGY SERVICES, LLC.

By _____

Its _____

EMPLOYEE

Signature: _____

Print: John Cardosa