EXHIBIT G

Employee

NightHawk
Radiology Services

Kamil Rahme
17/ 14 Morgan Street
Botany NSW 2019

Dear Kamil:

We are pleased to offer you employment with Nighthawk Radiology Services ("**Nighthawk**") on the terms and conditions set out below. Please read them carefully and ensure that you understand them. If you have any questions regarding this offer, please contact Sue Otis or Scott Berger.

Commencement

Unless agreed otherwise, your employment will commence on September 1st, 2005.

Position

You will be employed in the position of Branch Network Manager, Sydney. Unless notified otherwise, you will report to Chuck Seaks and Scott Berger.

Location of Employment

Your position will be based at Suite 1101, Level 11 Grosvenor Place, Sydney NSW or such other location as may be nominated by Nighthawk from time to time.

Duties and Responsibilities

During working hours, you are required to devote all of your working time and attention to your employment with Nighthawk. You must serve Nighthawk honestly and faithfully. You are not permitted to engage in any other employment without the consent of Nighthawk. You must also not engage in other business activity, whether paid or unpaid, which may conflict with your duties as an employee of Nighthawk. You must use your best efforts to promote Nighthawk's interests and welfare. You will, during the term of your employment, exercise and carry out all duties and you will observe all lawful directions.

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Hours of Duty

Nighthawk operates 12 hours a day, 365 days a year to provide emergency medical services. The hours of operation are 10:00 am to 10:00 PM Australian E.S.T during the non-daylight savings time period. When Daylight Savings time is in effect, the hours of operation are from 12:00pm to 12:00am Australian E.S.T.

Your work schedule will be determined by Chuck Seaks or Scott Berger and will typically be an eighty hour fortnight. Although, you will be required to be on-call in the event of network outages or other similar problems. You may be required to work greater than 40 hours per week or on public holidays to properly fulfill your duties. You will not be entitled to any pay in respect of overtime. This has already been incorporated into your salary.

Salary

You will be paid an annual salary of AUD $140,000. Your salary will be paid fortnightly, by direct deposit into your nominated bank account, in accordance with Nighthawk's policy.

Travel

Travel to and from work is a preliminary to work you will be required to make such arrangements as are necessary to be ready to commence duties at the rostered time.

Nighthawk does not provide any compensation for private costs associated with travel to or from work.

Superannuation

In accordance with the federal Superannuation Guarantee Scheme, Nighthawk will make superannuation contributions on your behalf into a complying superannuation fund.

The value of the superannuation contributions will be the minimum amount required for Nighthawk to avoid the payment of a superannuation guarantee charge.

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Expenses

You will be reimbursed for all reasonable expenses properly incurred by you in the course of the performance of your duties. Any reimbursement is conditional upon the presentation of expense statements, receipts or other supporting documentation that Nighthawk may reasonably require. A request for an expense reimbursement may be denied if it is not accompanied by the required documentation.

Annual Leave

You will be entitled to annual leave. Full-time employees will be entitled to four weeks (20 days) leave each year in accordance with the provisions of the *Annual Holidays Act 1944* (NSW).

Annual leave begins to accrue immediately at commencement of employment and may be taken with advance notice to the Executive Management by the 10th day of the month preceding the month in which leave is to be taken, or as agreed at anytime between you and your supervisor in advance. The balance of accrued unused Annual Leave will be paid out upon termination at the contractual pro-rated weekly salaried rate.

Long Service Leave

You will be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act* 1955 (NSW) as in force and as amended from time to time.

Sick Leave

You will be entitled to 5 days' sick leave on full pay in your first year of service and 8 days' sick leave on full pay for each year thereafter subject to the following:

(a) you must notify Nighthawk of the proposed absence on sick leave at the first available opportunity; and

(b) you must provide Nighthawk with proof of illness in respect of any period of sick leave in excess of two days or at any other time if requested by Nighthawk.

You will be entitled to accumulate sick leave not taken during any 12 month period. Sick leave not taken is forfeited upon termination and you will not be entitled to any compensation for the same.

Other Benefits

Nighthawk will pay for broadband access for your home from a mutually agreed upon provider to allow you to remotely manage the Nighthawk network.

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Breaks

We work in a busy environment but everyone needs breaks. A thirty minute paid break will be scheduled within any given shift. That is, you will work 9.5 hours in any 10 hour shift, and will be entitled to a paid 30 minute break. You must not work more than 5 hours continuously without taking your paid 30 minute break.

If you work overtime, you will be required to take a further unpaid 20 minute break at the expiration of 10 hours. You must not work more than 10 hours without taking both your paid 30 minute break and a further 20 minute break.

For those taking a break please use common sense with respect to when it is appropriate to begin your break and always ensure that a shift partner is present and has been duly notified. Any extended breaks taken outside the peak periods, should be made up at the beginning or end of the shift to ensure adequate coverage at all times. Please discuss the specific details with the Shift Supervisor in charge that shift.

Staff Reviews

Every Nighthawk Radiology Services employee will be subject to an annual performance appraisal once a year based on an employee's hire date. The employee's supervisor will give these reviews. The reviews will focus on job-related strengths and weaknesses. Goals and improvement plans will be mapped out each review period, and progress will be measured at the next review or other period of time based on the goal.

Performance reviews may determine salary increases and promotions, although an increase is not guaranteed. Employees will have the opportunity to thoroughly review all performance appraisals, and provide a written opinion on it. All performance reviews and responses will become part of an employee's personnel file.

Policies and Procedures

You must comply with the employment policies and procedures of Nighthawk as varied from time to time. You will be given a copy of Nighthawk's current Policy and Procedures Manual. Please carefully review this manual and feel free to ask your supervisor if you have any questions either before or during your employment.
As Nighthawk strives to provide all employees with a progressive workplace, its policies and procedures will evolve and change as our company changes. You will be notified of any changes in writing. You must ensure that you regularly familiarise yourself with any changes from time to time.

Nighthawk's policies and procedures cannot cover every conceivable situation. Therefore, if you ever have any questions or comments regarding your employment, please inform the Office Manager.

Terminating your Employment with Notice

Either you or Nighthawk may terminate your employment by giving the other party 4 weeks notice or in the case of Nighthawk, by making a payment to you equivalent to 4 weeks salary will be paid in lieu of notice.

The period of notice is to be increased by one week if you are over 45 years of age and have completed at least 5 years' continuous service.

Terminating your Employment without Notice

Nighthawk may terminate your employment at any time without prior notice if you:

(a) Commit any serious or persistent breach of any of the provisions of this Employment Agreement or;
(b) Are guilty of any serious misconduct or neglect in the discharge of your employment duties;
(c) ;or
(d) Are convicted of any criminal offence other than an offence that in the reasonable opinion of Nighthawk does not affect your position as an employee.

Non-Compete

You agree to be bound by any restraints set out in Schedule [A] to this agreement and acknowledge that these restraints are reasonable for the protection of Nighthawk's business.

Intellectual Property and Software

All intellectual property which includes software, systems, etc. created, made, or originated by you or any other Nighthawk employee or contractor ("**Work Product**") during the term of this contract shall be the sole and exclusive property of Nighthawk.

At the request of Nighthawk, you must sign all documents and do anything else to secure to Nighthawk the full benefit of all intellectual property rights in any Work Product. You must do so promptly without any additional consideration or payment.

You hereby waive all moral rights you may have at any time in any Work Product and consent to any act or commission which would otherwise constitute an infringement of any of those moral rights.

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Confidential Information

By virtue of your employment, you may become aware of information relating to the business or affairs of the Nighthawk or its Related Bodies Corporate. This may include, but is not limited to its intellectual property, information of a business or personally sensitive nature, client list, trade secrets, client details, teaching methods, sales and marketing information, and financial information between the Company and/or its Related Bodies Corporate and/or its clients ("Confidential Information").

Confidential information is not information that is, or after the date of this agreement, becomes freely and widely available to the public (other than as a result of a breach of duty of confidence by you).

The Confidential Information remains the sole property of Nighthawk or its Related Bodies Corporate. You shall not, either during (except in the proper course of your duties) or after the termination of your employment, without the prior written consent of Nighthawk, directly or indirectly, divulge, use, copy or reproduce, or remove from Nighthawk's premises or otherwise disclose to any person whatsoever, the Confidential Information, either for your own or for another's benefit.

You must immediately notify Nighthawk should you suspect misuse of the Confidential Information and assist Nighthawk in any proceedings taken by Nighthawk for alleged misuse of the Confidential Information.

Occupational Health & Safety and Anti-Smoking

You must attend to your work safety and notify Executive Management if you become aware of any workplace risks. You must comply with all occupational health and safety policies of Nighthawk.

As Nighthawk is a non-smoking workplace, you must not smoke any substance or take any illegal drugs in the offices of Nighthawk.

Anti-Discrimination and Harassment

Nighthawk is an equal opportunity employer. You must comply at all times with Nighthawk's policies in respect of anti-discrimination and harassment.

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General

Any notice to be given under this agreement must be given in writing and may be given in person or by registered mail. Refusal to accept a personally delivered notice will not invalidate the delivery process. If Nighthawk is required to provide you with notice, it will be either handed to you or addressed to you at your last known place of residence.

Any notice you are required to provide must be mailed to Chris Huber or mailed to Nighthawk at the address set out on the first page of this letter.

This letter of offer constitutes the entire agreement relating to your employment with Nighthawk and supersedes all prior written or oral offers. This agreement may only be modified by an agreement in writing signed by both parties.

Governing Law

This agreement and your employment will be governed by the laws of New South Wales.

Period of Effect

The Agreement will remain in effect until superceded by a later agreement.

We are pleased that you have made the decision to join Nighthawk and look forward to your acceptance of this offer and to our mutual success.

Yours sincerely,

Sue Otis
Global Human Resources Manager
Nighthawk Radiology Services

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Acknowledgment

If the terms and conditions of this letter are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter to Nighthawk within seven days from the date of this letter.

By signing this letter of offer, you are acknowledging that:

(a) You have had sufficient time to review its contents;

(b) You have been given an opportunity to obtain advice concerning its contents and effect; and

(c) You have read and understand the contents of this letter and your obligations.

Acceptance

I confirm that I have read, understood, and accept the terms of this letter of offer and its attachments.

Signed in the presence of:

Witness' Signature

TIERNE NICOLAS.

Witness' Name (please print)

Kamil Rahme

Signature

16/9/05

Date