

Employment Agreement - Chiro-Med

THIS EMPLOYMENT AGREEMENT (the "Agreement"), is entered into and effective on (the "Effective Date"), by and between **Pain 2 Wellness Center, LLC** a Georgia limited liability company d/b/a **Pain 2 Wellness Center** ("Employer") and , a Georgia licensed (the "Employee").

RECITALS

1. Employer owns and operates a health care wellness center located at 3910 Cascade Road, which provides medical health care to patients with or without an appointment.
1. Employer is committed to its mission of promoting the health of the community, quality of care, and access to health care for the medically needy.
1. Employee is duly licensed and qualified by education, experience and training as a in the State of Georgia.
1. Employer desires to engage Employee and Employee desires to be engaged by Employer in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the promises and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

1. Recitals. The foregoing recitals are true and correct in all respects and are incorporated into this Agreement by reference.
2. Nature of Employment.
 - Employee will attend to the medical needs and will provide medical services to Employer's patients under the supervision of a Georgia licensed Chiropractor including but not limited to those services set forth on Schedule A, attached hereto and incorporated herein.
 - Duly Licensed. The Employer hereby employs the Employee as, and in the specific capacity of, a



. The Employee represents to the Employer that Employee has the requisite experience, knowledge and licensure to properly provide the Services.

- Time Commitment. During the Term (defined below), the Employee will devote Employee's professional time and attention to the provision of the Services to patients on behalf of, and for the benefit of, Employer, and such other services reasonably requested by Employer. The Services will be provided on the days and times set forth on the work schedule established by Employer attached hereto as Schedule B and incorporated herein by this reference.

- 3. Term. The initial term ("Initial Term") of this Agreement shall be a period of 2 (2) year(s) commencing on the Effective Date of this Agreement and terminating on Two Years from commencement , unless terminated earlier in accordance with the Termination provisions of this Agreement. If not terminated early, at the end of the Initial Term, this Agreement may be renewed for additional one (1) year periods upon the mutual written consent of both parties (each a "Renewal Term" and collectively, the "Term").
- 4. Compliance. The Employee agrees to observe and comply with all rules and regulations of the Employer as adopted by the Employer either orally or in writing, respecting the performance of the Employee's duties, and to carry out and to perform orders, directions and policies announced to Employee by the Employer from time-to time, in writing.

- 5. Patient Selection and Fee Setting. The Employer shall have the authority to issue its policies as to whom will be accepted as patients of the Employer. The Employer shall have the exclusive authority to determine the fees to be charged by the Employee in the course of Employee's employment by the Employer.

- 6. Billing and Duty to Account. Employer shall have the sole and exclusive right to bill and charge patients and third party payors for Services rendered by Employee pursuant to this Agreement. All patients treated by Employee in accordance with this Agreement shall be deemed patients of Employer, and all billing, medical records, reports, claims and correspondence relating to Employee's treatment of patients pursuant to this Agreement shall be the sole and exclusive property of and belong to Employer. Employee shall execute such forms including assignments, certifications, authorizations, credentialing or other documents as may be required to facilitate billing and collection by Employer. Employee shall assign, account, and pay to Employer all accounts receivable, compensation and any other form of remuneration due from or paid by any source attributable to services rendered by Employee pursuant to this Agreement and in Employee's professional capacity on behalf of Employer under this Agreement, or sums which come into Employee's possession which are attributable to the services of other Employees or health care personnel employed or otherwise engaged by Employer. In no event shall Employee be entitled to any portion of such fees or receivables, or the proceeds from such receivables, during the Term or after the Termination or expiration of this Agreement. Employee shall not take any actions, or omit to take any actions, which would be inconsistent with or impair any valid obligations enforceable in accordance with applicable laws which are due Employer under this Agreement. Additionally, Employee shall not grant, nor permit any other party to grant any liens, mortgages, claims, pledges, taxes, liabilities, restrictions or other encumbrances of any kind or nature whatsoever (e.g. any diminution of value, right to, or interest in Employer's accounts receivable, compensation, fees or payments attributable to services rendered by Employee under this Agreement) during the Term or after the Termination or expiration of this Agreement. The covenants and obligations of Employee contained in this Section shall survive the expiration or Termination of this Agreement.

- 7. Standard of Care. Employee shall perform the Services for Employer under this Agreement in



accordance with recognized standards of Georgia as may from time to time be applicable during the Term. Employee, in connection with the performance of the Services, shall: (i) provide prompt services to patients, irrespective of sex, race, color, national origin, any handicap, or other applicable state or federal anti-discrimination laws or ability to pay; (ii) use diligent efforts and professional skills and judgment; (iii) perform under this Agreement as may be required by any applicable federal, state or local standard, ruling or regulation or by any agency, corporate entity, or individual exercising authority with respect to or affecting Employer; (v) comply with rules and policies of Employer; and (vi) comply with all applicable federal, state and local laws and regulations.

- Specific Responsibilities. Without limiting the foregoing, Employee shall:
 - Be licensed by the State of Georgia and qualified to perform the Services, and be an eligible provider under the Medicare Program;
 - Render Services during Employer's normal hours of operation in accordance with the work schedule developed by Employer attached hereto and incorporated herein as Schedule B;
 - Adhere to the standards of ethics and patient care published by Employee's professional organization(s) and those set forth in applicable state and federal laws;
 - Exercise active, public commitment to the promotion and growth of patient care services;
 - Exercise active support of the Employer's strategic and business plans;
 - Exercise independent judgment in the delivery of the Services;
 - Maintain familiarity and act consistently with all rules and regulations related to employment under this Agreement and all related duties;
 - Assist in the development and achievement of clinical quality indicators and outcomes;
 - Support and promote Employer in all venues so as to further the enhancement and preservation of its reputation;
 - Participate and provide material support (time and intellect) in matters relating to business operation, quality of care, and customer satisfaction, as directed by Employer's leadership;
 - Notify Employer of any denial, suspension, revocation, or non-renewal of licence or credentials in any state or facility, or any investigation or charge of violation of any law or regulation, or any sanction by

any government program, managed care organization, or professional association or any threat or notice to Employee of the foregoing;

- Participate in and support Employer's patient quality, patient satisfaction, patient safety, risk management and peer review processes. This includes but is not limited to notifying Employer leadership of any situations arising in the delivery of care that may result in actions against Employee or Employer. Specifically, Employer should immediately be notified of all incidents occurring at any time;
- Maintain behavior and conduct consistent with Employee's professional status in relationships with patients, families, employees, and other members of the medical staff;
- Provide all necessary assistance to Employer's personnel in the maintenance of appropriate clinical and business records, including but not limited to the prompt submission of documentation and information necessary for Employer to bill for Employee's professional services; and
- Comply with the Employer's standard systems and programs to ensure efficiency and patient satisfaction.
- Reports and Records.
- Medical Records. Employee shall, in accordance with Employer's policies and pursuant to established medical practices, cause to be promptly prepared, completed on time, and provided to appropriate medical records department written reports of all examinations, procedures, and other Services rendered pursuant to this Agreement.
- Ownership. The ownership and right of control of all reports, records, and supporting documents prepared in connection with the Services, shall vest exclusively in Employer; provided, however, that subject to any laws governing patient confidentiality Employee shall have the right to access and to copy these reports, records and supporting documentation as is necessary to fulfill all applicable local, state and federal requirements and to respond to professional liability related claims.

8. Compensation.

- Compensation. Employer agrees to pay Employee agreed amount for the provision of Services pursuant to this Agreement, payable in accordance with the Employer's ordinary payroll policies.
- As compensation for the services provided by under this Agreement, Pain 2 Wellness Center, LLC will pay as follows:
 - Employee hourly rate of pay will be \$12.50 per hour require approximately 17 - 20 hours per week for the first 90 day probation period
 - Employee hourly rate of pay will be \$15 per hour require approximately 17 - 20 hours per week after probation period.
 - Performance Bonuses are as follows:
 - When Employee's direct efforts result in at least \$1,000 dollars being deposited into Pain 2 Wellness Center's bank account a 2% commission will be awarded for cases between 90



days to 1 year of last treatment date.

- When Employee's direct efforts result in at least \$1,000 dollars being deposited into Pain 2 Wellness Center's bank account a 3% commission will be awarded for cases between 1 year and 2 years of last treatment date.
- When Employee's direct efforts result in at least \$1,000 dollars being deposited into Pain 2 Wellness Center's bank account a 5% commission will be awarded for cases greater than 2 years of last treatment date.

Arm's Length Negotiation. The Compensation provided for in this Agreement has resulted from arm's length negotiations between the parties has not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the parties, and is to the best knowledge of each party consistent with fair market value for the services to be rendered.

- No Additional Compensation. The Compensation shall constitute the full and complete compensation payable to Employee in consideration for Employee's performance under this Agreement.

Income and Employment Taxes. Employee shall be an employee of Employer for all purposes. Employer shall withhold amounts from the Employee's compensation, including her base compensation and discretionary bonus, in accordance with the requirements of applicable law for federal income tax, FICA, FUTA, and other employment or payroll tax purposes.

9. Sale of Employer. If all or substantially all of Employer's assets or membership interests are sold to an unrelated third party during the Term of this Agreement, and Employee has provided no less than 5 years of Services to Employer here under, then Employee will be entitled to receive ten percent (10 %) of the net profits of the sale of Employer.
10. Benefits. After completion of designated periods of employment, Employee will be entitled to the employee benefits enumerated in Employer's ordinary employee benefit policies.
 - Health Insurance. Employee will be eligible for group health insurance for in accordance with Employer's health insurance plans in effect from time to time.
 - Malpractice Insurance. Employer shall obtain and maintain professional medical liability insurance, in such amounts as it deems necessary in its sole and absolute discretion. Such coverage shall cover only the professional Services that Employee renders on behalf of Employer pursuant to this Agreement.
12. Managed Care Participation. During the Term, Employee appoints Employer as Employee's limited attorney-in-fact with authority to negotiate for and on behalf of Employee and bind Employee to all current and future managed care plans, including HMOs and PPOs with which the Hospitals have a participation agreement or arrangement, whether oral or written. Employee's participation in managed care plans is related solely to Employee Services provided by Employee during Employee's engagement with Employer pursuant to this Agreement. Employee shall timely complete and submit all documentation to complete the credentialing process as requested by any managed care plan and Employer
13. Facilities and Personnel/Use of Premises.
 - Facilities. Employer shall provide such furniture, equipment, supplies and support personnel as Employer determines are reasonably required to enable Employee to perform Employee's obligations under this Agreement.
 - Use of Premises. Employee covenants not to use any part of Employer premises for any purpose other than the performance of the Services under this Agreement.
13. Termination.
 - Termination "For Cause". Employer may terminate this Agreement immediately for "cause" which means:
 - Any act or omission which is contrary to Employer's business interests, reputation or goodwill;
 - Loss of an unrestricted Georgia license to practice as a Enter Medical Profession ; denial, suspension, revocation, or non-renewal of licensure or credentials in any state or facility, or any investigation or charge of violation of any law or regulation, or any sanction by any government program, managed care organization, or professional association or any threat or notice to Employee of the foregoing;
 - Conviction of, plea of guilty to, or plea of no contest to, a felony, any crime of moral turpitude, or any

crime relating to the profession;

- Notice to Employee from the Medicare program of its intent to exclude, or exclusion of, the Employee from the program; or
 - Fails to perform a duty to be performed by Employee, or otherwise materially breaches any provisions of this Agreement.
 - The failure of the Employer to terminate the Employee's employment hereunder for "good cause" as a result of any of the foregoing at any one or more times shall not affect the Employer's ability to terminate the Employee's employment hereunder for "good cause" as a result of the subsequent occurrence of any act which constitutes "good cause" hereunder. If this Agreement is terminated by Employer for "good cause", the Employer's only obligation to Employee shall be the payment of any earned but unpaid compensation
 - Termination for Breach. Either party may terminate this Agreement at any time upon the other's material breach, and failure to cure with fifteen (15) days written notice.
 - Termination "Without Cause". Either party may terminate this Agreement at any time, without cause, upon thirty (30) days prior written notice.
 - Termination Due to Cessation of Business. This Agreement shall terminate in the event Employer ceases or discontinues operating its business.
 - Termination for Death or Disability. Employer may terminate this Agreement if Employee suffers a permanent disability and is unable to perform Employee's duties or render the Services in accordance with the terms and conditions of this Agreement; or if the Employee dies. Permanent disability shall mean any illness, physical or mental, resulting in the inability of Employee to perform Employee's duties and/or the Services in accordance with this Agreement for a total of one hundred twenty (120) days in a calendar year, whether consecutive or not. Once Employee has been unable to provide the Services under this Agreement for a total of one hundred twenty (120) days, Employer has the right to terminate Employee's engagement under this Agreement.
 - Termination Due to Change in Law. This Agreement is intended to comply with existing state and federal law. The parties acknowledge that the existing law and regulations may change and that the courts or state or federal agencies with appropriate jurisdiction may change their interpretation of existing law. Upon the enactment or amendment of any state or federal law or regulation, or upon the issuance of any judicial or interpretive ruling of any existing state or federal law or regulation, that renders this Agreement illegal or materially changes the obligations of the parties, the parties shall use their best efforts during a sixty (60) day period thereafter to mutually agree to such amendments to the Agreement as to permit its valid and legal continuation. If after such sixty (60) day period, the parties are unable to agree to amend the Agreement, this Agreement will automatically terminate.
 - Affirmative Obligation. Employee has an affirmative obligation to notify in writing, within five (5) days of the occurrence any act or omission which falls under this Section or is substantially similar to the events described in this Section. Failure to notify Employer in writing will be deemed a material breach of this Agreement.
 - Effects of Termination. Upon the termination of the Agreement:
 - Employee's duties will cease as of the effective date of termination; provided, however, that Employee shall in all events of termination (other than death of Employee) be responsible for arranging for the smooth transition of Employee's duties to other employees of Employer.
 - With respect to any termination, payments of Employee's Salary shall cease upon the effective date of termination and any amounts due to Employee for services performed prior to the effective date of termination which have not been paid previously to Employee will be paid (prorated through the effective date of termination) within thirty (30) days following termination.
14. Confidentiality. Employee acknowledges that incident to Employee's engagement, Employee will gain extensive and valuable experience and knowledge relating to Employer and will have access to confidential information relating to the business and operations of Employer, the use or disclosure of which could cause Employer substantial loss and damages which would not be readily calculated and for which no remedy at law would be adequate. Accordingly, Employee covenants as follows:
- Confidentiality.
 - Confidential Materials. Employee acknowledges that as a result of this Agreement Employee may become informed of, and have access to, valuable and confidential information of Employer including, without limitation, patient lists, vendor and customer lists, financial records, trademarks, patents, copyrights, operations and contracts (the "Confidential Information"), and that the Confidential Information, even though it may be contributed, developed or acquired in whole or in part by Employee

shall remain the exclusive property of Employer to be held by Employee in trust and solely for their respective benefit. Accordingly, except as required by law, Employee shall not, at any time, either during or subsequent to the Term, use, reveal, report, publish, copy, transcribe, transfer or otherwise disclose to any person, corporation or other entity, any of the Confidential Information without the prior written consent of Employer, except to responsible officers of Employer and other responsible persons who are in a contractual or fiduciary relationship with Employer and except for information which legally and legitimately is or becomes of general public knowledge from authorized sources other than Employee. Upon the termination or expiration of this Agreement, Employee shall promptly deliver to Employer all deliverable Confidential Information that is in Employee's possession or control.

- **Confidentiality of Patient Information.** Employee shall protect the confidentiality of patient information and shall comply with all of Employer's policies on the release of information (whether written or oral) about patients and with any applicable state and federal laws and regulations protecting the confidentiality of patients' records.
- **Enforcement.** Employee acknowledges and agrees that irreparable injury will result to Employer, its respective businesses and properties if Employee breaches these covenants; that a material inducement for Employee's engagement are the covenants set forth in Section 15, and that monetary damages in an action at law would not provide an adequate remedy in the event of a breach of such this Section 15. Employee further acknowledges and agrees that the covenants contained in Section 15 are necessary for the protection of Employer's legitimate business and professional duties, ethical obligations, and interests, and are reasonable in scope and content and have been negotiated in good faith and on an arms-length basis. If Employee breaches or threatens to breach Section 15, this Section may be enforced by the obtaining of an injunction requiring Employee to render an accounting and to pay over to Employer all compensation or profits derived or received by Employee as a result of such breach of any of the provisions of this Section and Employee agrees to account for and pay over such compensation and profits. Injunctive relief shall be in addition to, and not in lieu of, any other remedies or damages available at law or in equity including the recovery of compensatory and punitive damages from Employee.
- **Survival.** The covenants in Section 15 and 25 shall survive the expiration or termination of this Agreement.

16. **Indemnification:** Employee warrants the performance of the Services and agrees to indemnify and hold Employer, and its agents, employees and servants, harmless from and against any and all liability, loss, claim, cause of action, damage, demand, cost, or expense (including reasonable attorney's fees) arising out of or in any way connected with any negligence, wrongful acts or intentional omissions of Employee, or its agents, employees, representatives or independent contractors in the performance of Employee's Services, or in the performance of any other duties and obligations of Employee under this Agreement. If it becomes necessary for Employer to defend any action seeking to impose any such liability, Employee will pay Employer all costs of court and reasonable attorney's fees incurred by Employer in such defense, in addition to any other sums which Employer may be called upon to pay by reason of the entry of a judgment or decree against Employer in the litigation in which such claim is asserted.

17. **Notices.** Any notice required or permitted to be given under this Agreement shall be deemed duly given if in writing and when received by registered or certified mail, by overnight express, or by hand delivery to Employer or Employee at the addresses set forth as follows or to any other address of which notice of the change is given to the parties hereto:

To Employer:

Pain 2 Wellness Center, LLC

3910 Cascade Road

Atlanta, Georgia 30331

To Employee:

Enter Full Name



Enter Street Address

Enter City, State and Zip

17. Entire Agreement/Modification. This Agreement constitutes the sole agreement of the parties with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the parties. It may not be modified except in a writing signed by the parties.

18. Choice of Law and Invalid Provisions. Georgia law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction. If any part of this Agreement is determined to be invalid, illegal or unenforceable in whole or in part, the rest of it remains fully enforceable.

19. No Assignment. This Agreement is not assignable.

20. Waiver. A waiver by any party of any of the terms and conditions will not be construed as a general waiver by such party and such party shall be free to reinstate any such term or condition, with or without notice to the other party.

21. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

22. Number, Gender. When the context of this Agreement requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.

23. Cumulative Remedies. Except as otherwise provided for to the contrary in this Agreement, remedies provided for in this Agreement shall be in addition to and not in lieu of any other remedies available to either party and shall not be deemed a waiver or substitution for any action or remedy the parties may have under law or equity.

24. Representations and Covenants of the Employee. Employee covenants, represents and warrants to Employer that:
 - Employee is not a party to any agreement or commitment, or subject to any restriction or agreement containing confidentiality or non-compete covenants, which may have a possible present or future adverse affect on Employer or Employee in the performance of Employee's duties under this Agreement.

 - Employee is duly licensed to practice as a under the laws of the State of Georgia. Employee is qualified to perform the Services required under this Agreement under the laws of



the State of Georgia and is eligible to participate in the programs under Titles XVIII and XIX of the Social Security Act, as amended.

- Employee does not suffer from any illness or disability that could prevent Employee from fulfilling the essential job functions of providing Employee Services under this Agreement with or without a reasonable accommodation.
 - There is no judgment, action, claim, suit, proceeding, administrative agency disciplinary action or investigation pending or threatened against Employee and Employee is not aware of any facts or circumstances which could serve as a basis for an action, claim, suit, proceeding, administrative agency disciplinary action or investigation against Employee, which may have a possible present or future adverse affect on Employer or Employee's ability to perform under this Agreement.
 - Employee agrees to immediately notify Employer of any fact or circumstance which occurs or is discovered during the Term, which alone or with the passage of time and/or the combination with other reasonably anticipated factors render or could reasonably render any of these representations and warranties to be untrue.
 - Employee has not and shall not take any action directly or indirectly, in violation of any applicable fraud and abuse laws including, without limitation, 18 U.S.C. §201 (bribery of public officials); 18 U.S.C. §286 (conspiracy to defraud government with respect to claims); 18 U.S.C. §287 (false, fictitious or fraudulent claims); 18 U.S.C. §371 (conspiracy to commit offense or to defraud the government); 18 U.S.C. §666 (theft or bribery concerning programs receiving federal funds); 42 U.S.C. §1320a7a (civil monetary penalties); 42 U.S.C. §1320a-7b (criminal penalties); 42 U.S.C. §1395nn (prohibited referrals); Fla. Stat. §817.505 (the Georgia Patient Brokering Act); and Fla. Stat. §455.654 (the Georgia Patient Self Referral Act) and any successor statutes.
 - The foregoing covenants constitute a material inducement for Employer to enter into this Agreement.
25. Construction and Acknowledgment. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. All sections or paragraphs in this Agreement are for convenience only and are not deemed part of the content of this Agreement. Employee has read this Agreement in its entirety, understands its contents and has had, or has elected not to obtain, the advice of counsel as to the Agreement's meaning and intent.
26. Time of Essence. Time shall be of the essence with respect to this Agreement.
27. Jurisdiction; Venue; Inconvenient Forum; Jury Trial. Any suit, action or proceeding with respect to this Agreement will be brought in a court of competent jurisdiction in and for Fulton County, Georgia and the parties accept the exclusive personal jurisdiction of those courts for the purpose of any suit, action or proceeding.
28. Prevailing Parties. If any party incurs legal fees and expenses to enforce or interpret any provision of

this Agreement, the prevailing party will be entitled to recover from the losing party such legal fees and expenses, whether suit is instituted or not, and whether at trial or on appeal, in addition to any other relief to which such party may be entitled.

29. Improper Use of Clinic Information.

Employee acknowledges that the patient information contained in the lists and records of the Clinic is confidential and proprietary to the Clinic and valuable.

Employee promises not to copy, either individually or through others, or publish or make extracts from any portion of any such list or record, or otherwise make any use of all or any portion of any such list or record except as is expressly authorized in writing by the Clinic.

Employee agrees that the Clinic shall be entitled to an injunction to prevent a breach of the preceding sentence as may occur prior to the entry of an injunction.

The parties acknowledge that it is difficult, if not impossible, accurately measure the damages that would be suffered in the event of breach of this paragraph by Employee, although it is certain that breach by Employee would cause significant damage to the Clinic.

The parties acknowledge that recent experience has shown that it costs approximately \$500.00 in advertising to produce a single new patient for the Clinic. Therefore, the parties agree that if Employee should breach this paragraph prior to the entry of an injunction, that Employee shall pay the Clinic.

- \$500.00 for each patient name (either with or without address or telephone number) which Employee himself/herself or through others memorized, extracted, compiled, copied, published, or otherwise made unauthorized use thereof, and in addition,
- \$500.00 for each patient to whom Employee himself/herself or through others directs a telephone or in-person solicitation, announcement, advertisement or other similar communication and in addition,
- \$500.00 for each patient to whom Employee himself/herself or through others direct a solicitation, announcement, advertisement, or other communication by mail.

Records/Accounting:

Clinic may, through any certified public accountant selected by Clinic, inspect at its expense the relevant records and books maintained by Ex-Employee to determine compliance with this Agreement. The Clinic will first obtain reasonable assurances of confidentiality from such accountant.



30. Post Termination Compensation.

Except as explicitly stated below in this section, the Clinic shall be free from any obligation to pay any compensation to Employee which is directly or indirectly based on cash or other payment received or entitled to be received by the Clinic for breach of any portion of this Agreement. Any sums so paid to Employee are subject to refund unless the parties agree otherwise in writing.

During the probation period termination will be with two (2) weeks base compensation.

When this Agreement is terminated by a thirty (30) days written notice by either party, the Associate will be compensated per Schedule A for the work done during the thirty (30) day transition period plus two (2) weeks base salary compensation.

When this Agreement is terminated by a thirty (30) days written notice by either party the Clinic, at its own discretion, may pay the Associate thirty (30) days base salary compensation in lieu of requiring a thirty (30) day transition time.

When termination is the result of this Agreement being deemed to be breached no compensation will be paid to the Associate except the base salary for any weeks already served for which the Associate has yet to be compensated.

CONFIDENTIALITY, NON-COMPETITION,

AND NON-SOLICITATION AGREEMENT

This Confidentiality, Non-Competition, and Non-Solicitation Agreement (“Agreement”) is made between (“Employee/Consultant”) and Pain 2 Wellness Center, LLC, a Georgia Corporation, (“Compay”), along with its subsidiaries, parents, joint ventures, affiliated entities, and includes its successors and assigns or any such related entities (the “Company”). In consideration defined in Section 1 below, both parties agree as follows:

1. Consideration. In consideration of the Intern’s execution of this Agreement, you shall hold the position of “Employee/Consultant” as an at-will employee of Pain 2 Wellness Center, LLC and shall receive future wages and employment benefits, payment of which during the period of your employment is a condition of this Agreement. You acknowledge the receipt and sufficiency of this consideration.

2. Restrictive Covenants.

3. Definitions:

(1) “Business of the Company” means the highly competitive business of developing relationships, marketing, educating, providing, and/or selling _ healthcare services and well-being_.

(2) “Competitive Business(es)” include any firm, partnership, joint venture, corporation and/or any other entity and/or person, clinic, office, or products and/or any licensee of such entity, that develops, manufactures, markets, distributes, and/or sells any of the products described in Section 2.a.(1).

(3) Your “Job Duties” are those duties described in Exhibit A, attached hereto, as well as those duties as may from time-to-time reasonably be prescribed by the Company during the period of your employment with the Company.



(4) "Customers" means any firm, partnership, corporation and/or any other entity and/or person that purchased or purchases from the Company any of the products described in Section 2.a.(1).

(5) "Customer Prospects" means any firm, partnership, corporation and/or any other entity and/or person reasonably expected by the Company to purchase from the Company any of the products described in Section 2.a.(1).

(6) "Vendors" means any individual and/or entity that provide goods and services to the Company.

(7) "Material Contact" means personal contact or the supervision of the efforts of those who have direct personal contact with Customers, Customer Prospects, or Vendors in an effort to initiate or further a business relationship between the Company and such Customers, Customer Prospects, or Vendors.

(8) "Confidential Information" means information about the Company and its Customers, Customer Prospects, and/or Vendors that is not generally known outside of the Company, which you will learn of in connection with your peak experience with the Company. Confidential Information may include, without limitation: (1) the terms of this Agreement, except as necessary to inform a subsequent peak office of the restrictive covenants contained herein and/or your attorney, spouse, or professional tax advisor only on the condition that any subsequent disclosure by any such person shall be considered a disclosure by you and a violation of this Agreement; (2) the Company's business policies, finances, and business plans; (3) the Company's financial projections, including but not limited to, annual sales forecasts and targets and any computation(s) of the market share of Customers and/or Customer Prospects; (4) sales information relating to the Company's product roll-outs; (5) customized software, marketing tools, and/or supplies that you will be provided access to by the Company and/or will create; (6) the identity of the Company's Customers, Customer Prospects, and/or Vendors (including names, addresses, and telephone numbers of Customers, Customer Prospects, and/or Vendors); (7) any list(s) of the Company's Customers, Customer Prospects, and/or Vendors; (8) the account terms and pricing upon which the Company obtains products and services from its Vendors; (9) the account terms and pricing of sales contracts between the Company and its Customers; (10) the proposed account terms and pricing of sales contracts between the Company and its Customer Prospects; (11) the names and addresses of the Company's interns and other business contacts of the Company; and (12) the techniques, methods, billing methods, treatment protocols, and strategies by which the Company develops, manufactures, markets, distributes, and/or sells any of the products or services described in Section 2.a.(1).

(9) "Territory" means the area defined in Exhibit A.

(10) "Trade Secrets" means Confidential Information which meets the additional requirements of the Georgia Trade Secrets Act ("GTSA"), O.C.G.A. §§ 10-1-760 to 767, and/or under any other applicable law.

(11) "Proprietary Rights" means any and all inventions, discoveries, developments, methods, processes, compositions, works, supplier and customer lists (including information relating to the generation and updating thereof), concepts, and ideas (whether or not patentable or copyrightable) conceived, made, developed, created, or reduced to practice by you (whether at the request or suggestion of the Company or otherwise, whether alone or in conjunction with others, and whether during regular hours of work or otherwise) during your peak experience, which may be directly or indirectly useful in, or related to, the Business of the Company or any business or products contemplated by the Company while you are an employee, officer, or director of the Company.

1. You agree that your work for the Company will bring you into close contact with many of the Company's Customers, Customer Prospects, Vendors, Trade Secrets, and Confidential information. You further agree that the covenants in this Section 2 are reasonable and necessary to protect the Company's legitimate business interests and its Customer, Customer Prospect, and/or Vendor relationships, Trade Secrets, and Confidential Information.
2. You agree to faithfully perform the duties assigned to you and will not engage in any other employment or business activity while employed by the Company that might interfere with your full-time performance of your duties for the Company or cause a conflict of interest. You agree to abide by all of the Company's policies and procedures, which may be amended from time-to-time.
3. You further agree that, due to your position, your engaging in any activity that may breach this

Agreement will cause the Company great, immediate, and irreparable harm.

4. Duty of Confidentiality. You agree that during your employment with the Company and for a period of five (5) years following the termination of such employment for any reason, you shall not directly or indirectly divulge or make use of any Confidential Information outside of your employment with the Company (so long as the information remains confidential) without the prior written consent of the Company. You shall not directly or indirectly misappropriate, divulge, or make use of Trade Secrets for an indefinite period of time, so long as the information remains a Trade Secret as defined by the GTSA and/or any other applicable law. You further agree that if you are questioned about information subject to this agreement by anyone not authorized to receive such information, you will notify the Company within 24 hours. You acknowledge that applicable law may impose longer duties of non-disclosure, especially for Trade Secrets, and that such longer periods are not shortened by this Agreement.
5. Return of Confidential Information And Company Property. You agree to return all Confidential Information and/or Trade Secrets within three (3) calendar days following the termination of your peak experience for any reason. To the extent you maintain Confidential Information and/or Trade Secrets in electronic form on any computers or other electronic devices owned by you, you agree to irretrievably delete all such information and to confirm the fact of deletion in writing within three (3) calendar days following termination of peak experience with the Company for any reason. You also agree to return all property in your possession at the time of the termination of the employment with the Company, including but not limited to all documents, records, tapes, and other media of every kind and description relating to the Business of the Company and its Customers, Customer Prospects, and/or Vendors, and any copies, in whole or in part, whether or not prepared by you, all of which shall remain the sole and exclusive property of the Company.
6. Proprietary Rights. Proprietary Rights shall be promptly and fully disclosed by you to the Company's General Counsel and shall be the exclusive property of the Company as

against you and your successors, heirs, devisees, legatees and assigns. You hereby assign to the Company your entire right, title, and interest therein and shall promptly deliver to the Company all papers, drawings, models, data, and other material relating to any of the foregoing Proprietary Rights conceived, made, developed, created or reduced to practice by you as aforesaid. All copyrightable Proprietary Rights shall be considered "works made for hire." You shall, upon the Company's request and at its expense, execute any documents necessary or advisable in the opinion of the Company's counsel to assign, and confirm the Company's title in the foregoing Proprietary Rights and to direct issuance of patents or copyrights to the Company with respect to such Proprietary Rights as are the Company's exclusive property as against you and your successors, heirs, devisees, legatees and assigns under this Section 2.g. or to vest in the Company title to such Proprietary Rights as against you and your successors, heirs, devisees, legatees and assigns, the expense of securing any such patent or copyright, however, to be borne by the Company.

1. Non-Competition. You covenant and agree that, during the term of your employment with the Company and for twelve (24) months after the termination thereof, regardless of the reason for the peak experience termination, you will not, directly or indirectly, anywhere in the Territory, on behalf of any Competitive Business perform the same or substantially the same Job Duties.
2. Non-Solicitation of Customers, Customer Prospects, and Vendors. You also covenant and agree that during the term of your employment with the Company and for twelve (24) months after the termination thereof, regardless of the reason for the employment termination, you will not, directly or indirectly, solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors with whom you had Material Contact during the last two (2) years of your peak experience with the Company.
3. Non-Solicitation of Employees. You also covenant and agree that during the term of your peak experience with the Company and for twelve (24) months after the termination thereof, regardless of the reason for the peak experience termination, you will not, directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any non-clerical employee of the Company with whom you had personal contact or supervised while performing your Job Duties, to terminate their peak relationship with the Company.
4. At-Will Status. You acknowledge and agree that nothing in this Agreement is a guarantee or assurance of a peak experience for any specific period of time. Rather, you understand that you are an at-will employee and that the Company may terminate your employment at any time for any reason. You are similarly free to resign at any time for any reason.

- 5. Governing Law and Remedies. In addition to any other remedies at law or in equity it may have, each party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in connection with a breach of the provisions of this Agreement. The

parties acknowledge and agree that they are bound by their arbitration obligations under Exhibit B attached hereto, which the parties also hereby agree to execute contemporaneously and is an integral part of this Agreement. The parties agree and acknowledge that all provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia exclusively and without reference to principles of conflict of laws. The Federal Arbitration Act (“FAA”) will supersede state laws to the extent inconsistent. The Arbitrator(s) shall have no authority to apply the law of any other jurisdiction.

Your initials to acknowledge agreement to Governing Law and Remedies provision in Section 4.

- 5. Construction of Agreement. The covenants contained herein shall be presumed to be enforceable, and any reading causing unenforceability shall yield to a construction permitting enforcement. If any single covenant or clause shall be found unenforceable, it shall be severed and the remaining covenants and clauses enforced in accordance with the tenor of the Agreement. In the event the Arbitrator(s) should determine not to enforce a covenant as written due to over breadth, the parties specifically agree that said covenant shall be modified and enforced to the extent reasonable, whether said modifications are in time, territory, or scope of prohibited activities.
- 6. Entire Agreement. This Agreement, which includes Exhibits A and B, represents the entire understanding between the Company, Pain 2 Wellness Center, LLC, and you on the matters addressed herein and may not be modified, changed or altered by any promise or statement by the Company Pain 2 Wellness Center, LLC other than in writing signed by you and an authorized representative of Company Pain 2 Wellness Center, LLC. The waiver by the Company Pain 2 Wellness Center, LLC of a breach of any provision of this Agreement by any employee shall not be construed as a waiver of rights with respect to any subsequent breach by you.

You acknowledge that you have carefully read and understand the provisions of this Agreement, and understand that you have the right to seek independent advice at your expense or to propose modifications prior to signing the Agreement and have negotiated proposed modifications to the extent you deemed necessary. Nothing contained in this Agreement creates a contractual right to a continued employment for a definite term. You represent and warrant that you have entered into this Agreement voluntarily and after consulting with whomsoever you wished.

Executed this May 1, 2026.

EMPLOYEE

(Print Name)

Social Security #:

Pain 2 Wellness Center, LLC
Winston Kyle Carhee, Jr., D.C.
Title: Owner/President

Exhibit A

5-Mile Radius - Cascade

https://www.google.com/maps/d/edit?mid=13SV9DRUXRRoyYQ_ASM_KNIO06EHeFwLM&usp=sharing



5-Mile Radius - Fayetteville

<https://www.google.com/maps/d/edit?mid=1Qq3yqwlOuN5PL7afyzZZuEKzB96eYLn4&usp=sharing>

Exhibit B

Georgia Arbitration Code

<http://www.godr.org/files/Georgia%20Arbitration%20Code.pdf>

SIGNATURE PAGE

EMPLOYMENT AGREEMENT

EMPLOYER:

Pain 2 Wellness Center, LLC

3910 Cascade Road

Atlanta, Georgia 30331

EMPLOYEE:

Enter Full Name

Enter Street Address

Enter City, State and Zip

X _____



Signature Certificate

Document name: Employment Agreement - Chiro-Med

Unique Document ID: E94E7B779BC154C610267AE2F91BE78C2BD7905C

LEGALLY SIGNED USING
WPsignature
Build. Track. Sign Contracts.

Timestamp

April 8, 2019 1:03 pm EDT

Audit

Employment Agreement - Chiro-Med Uploaded by
Winston Carhee - winston@carhee.com IP
174.195.38.68



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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