EMPLOYMENT AGREEMENT

This Employment Agreement is effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_ and is entered by and between XXXXXXXXXXXXXXXXXXXXX (the "Company" or the "Employer") and XXXXXXXXXX, NMD ("Employee"). The Company and Employee are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

1. The Company is engaged in the business of providing naturopathic remedies through a proprietary blend of advanced medical research and practices (the "Business"). The Company has developed certain know-how, techniques, programs and other information relating to the Business that it believes to be proprietary and valuable to the Company.

2. Employee wishes to enter into the employment of the Company and the Company wishes for Employee to enter into the employment of the Company.

3. In connection with Employee's employment with the Company, Employee has access to, will create, and/or will be provided with confidential information of the Company. The unauthorized disclosure or use of confidential information to or by any person or entity would cause the Company substantial and irreparable damage.

4. The Company has agreed to provide Employee with incentive compensation in the amount of $250.00 in exchange for Employee entering into this Agreement.

AGREEMENT

In consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. **Recitals.**  All recitals to this Agreement are true and correct, and are incorporated into and form a material part of this Agreement.

2. **At-Will Employment.** Nothing in this Agreement shall be deemed to modify the at-will nature of Employee's employment with the Company, or constitute a contract of employment for any particular period of time. Notwithstanding any other provision of this Agreement, the Company retains the right to terminate Employee's employment at any time, with or without notice or cause.

3. **Services.** Employee has been retained to provide comprehensive medical treatment for the Company's Patients. In this role, Employee will deliver patient care, present lectures, seminars and workshops, write articles and newsletters, and develop content for health programs, among other services.

4. **Definitions.** For purposes of this Agreement, the terms listed below shall have the following meanings:

4.1 "Area" shall mean the area within a 2 mile radius from XXXXXXXXXXXXXXXX; provided, however, that if a court of competent jurisdiction determines that such Area is unreasonable, the Area shall mean the area within a 1.5 miles radius from XXXXXXXXXXXXX; provided, however, that if a court of competent jurisdiction determines that such an Area is unreasonable, the term Area shall mean the area within a 1 mile radius from XXXXXXXXXXXXXXXXXXXXXXX.

4.2 "Person" means any: (1) natural person; (2) firm; (3) partnership; (4) joint venture; (5) corporation; (6) limited liability company; (7) limited liability partnership; (8) business venture; (9) trust; (10) association; (11) consumer organization; (12) state, local or federal government agency, branch, department or other governmental unit; or (13) any other entity.

4.3 "Termination" shall mean the date this Agreement ends for whatever reason, whether voluntary or involuntary, for cause or not for cause.

4.4 "Time Period" shall mean the period beginning as of the date of this Agreement and ending twelve (12) months after Termination; provided, however, that if a court of competent jurisdiction determines that such a twelve-month period is unenforceable, Time Period shall mean the period beginning as of the date of this Agreement and ending nine (9) months after Termination; provided, however, that if a court of competent jurisdiction determines that such a nine­ month period is unenforceable, Time Period shall mean the period beginning as of the date of this Agreement and ending six (6) months after Termination; provided, however, that if a court of competent jurisdiction determines that such a six-month period is unenforceable, Time Period shall mean the period beginning as of the date of this Agreement and ending three (3) months after Termination.

4.5 "Confidential Information" shall mean the trade secrets and other information of the Company that the Company takes steps to maintain as confidential and which is not in the public domain, including, but not limited to, techniques, processes, methods, know-how, plans for new business ventures and products, technical and non-technical data, business and marketing strategies, business projections, customer lists, customer contact information, referral source contact information, records, documents, customer purchase information, pricing information, strategic and marketing plans, methods of production, supply sources, compilations of customer information, contracts with third parties, training, financial and marketing books and data, details or provisions of any written or oral contract or understanding between the Company and any third party, any information derived from Company property, sales projections, internal employer databases, reports, forms, and manuals, including those documents and items that the Employee may develop or help develop, whether or not copied, duplicated, computerized, handwritten, or in any other form, and all information contained therein; provided, however, that Confidential Information shall not include any information that becomes public through no fault of the Employee.

4.6 "Patient" shall mean every Person for which the Employee has provided services or products in connection with or relating to the Business or solicited with respect to the provision of services or products in connection with or relating to the Business. Patient shall not mean, however, a Person with whom the Employee had a pre-existing doctor-patient relationship with prior to contracting with the Company.

4.7 "Gross Income" shall mean revenue to the Company minus deductions for any refunds, overpayment adjustments or discounts given.

5. **Duties.**

5.1 Employee shall provide medical services in a manner consistent with the standards of professionalism governing the practice of medicine within the State of Arizona.

5.2 Employee's services will be provided at such times and places as determined by Employer, in its reasonable discretion according to standard labor practices.

5.3 Employee shall prepare all appropriate medical records promptly and they shall be prepared in such a way so that they will be acceptable in content and quality to Employer, in its reasonable discretion.

5.4 Employee shall devote Employee's best efforts to the interests of the Employer and will not engage in professional or other activities that bring discredit to Employer or any of its shareholders, officers or directors.

5.5 Employer will provide Employee's work schedule, which may include on call availability for patients on nights and weekends. Employer and Employee can adjust days per week per mutual agreement working around a 4 day per week work schedule.

5.6 During the term of this Agreement, Employee shall not perform any paid medical services for, nor on Employee's own account without the prior written consent of Employer. All income derived from the rendering by Employee of medical services and/or medial testimony shall be the Employer's property.

5.7 At all times prior to Termination, Employee shall be duly licensed to practice medicine in the State of Arizona.

5.8 This document is not meant or construed to negate other addendums or agreements detailing employment duties and relationships between Employee and Employer.

6. **Compensation.** Employee's compensation as outlined in this section is the only compensation that Employee will receive for services rendered pursuant to this Agreement. Employee's compensation will include two components. First, the compensation will include a salary as explained below. Second, the compensation will include commissions based on the revenue generated by the Employee as explained below. Also, at the discretion of the Company, the Employee may receive a bonus at the end of the calendar year.

Employee will be paid on a semi-monthly basis. Employee will receive twenty-eight percent (28.0%) commission on any Gross Income the Employee individually generated for the Company, for the previous month, arising out of all services, less applicable Social Security with Medicare taxes and less applicable federal and state income tax withholding.

The Employer reserves the right to award annual bonuses based on financial performance of the Employee and/or the performance of the company for the ending financial year.

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Employee understands and agrees that upon termination of this Agreement, Employee is not entitled to, and has no interest in, any of the accounts receivable of the Company. Furthermore, Employee has no right to compensation for revenue generated after Employee's separation from the Company.

7. **Additional Obligations of Employer.**

7.1 Employer will furnish all supplies reasonably needed by Employee. Employer will also provide Employee adequate and fully equipped office and other space in Employer's reasonable discretion to allow Employee to perform Employee's responsibilities under this Agreement.

7.2 Employer will provide secretarial and technical support in Employer's reasonable discretion.

8. **Insurance and Indemnification.**

8.1 It shall be Employee's responsibility to maintain throughout the entire term of this Agreement medical malpractice insurance coverage with an insurance carrier acceptable to Employer, providing at least One Million Dollars ($1,000,000.00) of coverage per occurrence and Three Million Dollars ($3,000,000.00) of coverage in the aggregate. Employee's medical malpractice insurance policy shall name the Employer and its shareholders as additional insured’s at all times during the time period. Employee must provide the Company with a copy of current declarations and policies as proof of insurance.

8.2 If this Agreement is terminated for any reason, Employee shall maintain professional liability insurance with the same carrier and with the same amounts as explained above for a period of two (2) years following Termination. If Employee fails to maintain or is unable to acquire the foregoing coverage, he shall acquire "tail insurance coverage" at the time of Termination or upon a subsequent termination of the foregoing coverage. Such coverage shall insure the Company for any acts resulting in professional liability that might arise as a result of Employee's provision of services to the Company and/or Patients. The foregoing coverage shall be acquired at the expense of Employee. The provisions of this Section survive the termination of this Agreement.

8.3 Employee agrees to indemnify, defend, and hold harmless the Company (as well as its employees, directors, officers, and other representatives) ("Indemnified Parties") from any and all loss, damage, claims or causes of action, including reasonable attorneys' fees, which may be caused by Employee and related to Employee's relationship with the Company. Employee's obligations under this Agreement shall survive the expiration, Termination, or non-renewal of this Agreement.

8.4 Employee agrees to indemnify and hold Employer harmless from any losses that Employer may sustain as a result of the disallowance by the Internal Revenue Service of any expenses paid by Employer attributable to Employee's employment on the basis that such expenses were personal in nature and not ordinary and necessary business expenses, and Employer shall notify Employee and give Employee the opportunity to defend any such proposed assessment by the Internal Revenue Service.

8.5 Unless otherwise agreed by the Employer in writing, the obligations described in this paragraph 8 shall survive Termination or any termination of the employment relationship created hereunder.

9. **Access to Medical Records.** All medical records of Patients seen by Employee are the property of Employer. Reasonable access to these records is guaranteed to Employee for any lawful reason at no cost to Employee but in case of Termination, Patient lists will not be made available.

10. **Covenant Not to Compete.** Employee covenants and agrees that during the Time Period and within the Area, Employee shall not, without the prior written consent of the Company, directly or indirectly, for any reason, provide consulting service to, own, manage, operate, join, control, participate in, assist, finance the ownership, management, operation or control of, or be associated as a stockholder with a greater than five percent ownership interest of the outstanding shares of a publicly held corporation, partner, employee or otherwise with any Person who is competing or is about to compete with the Company.

11. **Covenant Not to Solicit or Work With Employees.** Employee agrees that during the Time Period, Employee shall not, individually or as an independent contractor, agent or employee of or as a consultant for or otherwise on behalf of or in conjunction with any Person, directly or indirectly, hire, employ, solicit for employment, or otherwise encourage or entice to leave their employment with, cease in whole or in part from doing business with or providing any benefit to Company, any current employee of the Company or any former employee who worked at Company during this Agreement and/or during the Time Period.

12. **Covenant Not to Disclose.** Employee may develop, acquire or be granted access to Confidential Information of the Company or other third parties. Whether during the Time Period, or at any time thereafter, except as required in connection with the performance of this Agreement, Employee agrees all Confidential Information is and shall continue to be the exclusive property of the Company and shall not be disclosed, copied and/or removed from the premises of Company without prior written consent. Employee shall not, without the Company's prior written consent, which consent may be withheld in the Company's sole and absolute discretion, disclose to others or permit them access to, any Confidential Information.

13. **Covenant Not to Solicit Patients.** Employee agrees that, Employee shall not, individually or as an independent contractor, agent or employee of, or as a consultant for, or otherwise on behalf of or in conjunction with any Person, directly or indirectly, solicit or assist in the solicitation of any Patient for the purpose of providing services or benefits that the Company undertakes in its Business or discourage any Patient from obtaining such services or benefits from the Company.

14. **Covenant to Return Confidential Information.** Upon Termination of this Agreement, Employee must return all Confidential Information (including copies and duplicates) in Employee's possession or otherwise subject to Employee's control. If the Confidential Information is in an electronic format, Employee must delete all copies of the Confidential Information. Retention of the Company's Confidential Information after Termination constitutes a breach of this Agreement.

15. **Use of Confidential Information.** Employee acknowledges that in the performance of this Agreement, he or she will be given access to Confidential Information. Employee shall not, at any time, whether during or after the term of this Agreement, directly or indirectly, by any means, divulge, disclose, use or permit the use of any Confidential Information except as required in the Employee's performance of services under this Agreement.

16. **Non-Disparagement.** Employee agrees that he or she will not make nor cause to be made any statement, either oral or written, disparaging the Company, its employees, Patients, business associates, and/or related entities.

17. **Enforceability.** Employee represents and warrants regarding the above restrictive covenants with the Company as follows:

17.1. The restrictive covenants set forth in this Agreement are reasonable and necessary in order to protect the Company's legitimate business and proprietary interests, are reasonable as to duration and scope, and area as defined in Section 4 of this Agreement, and are not unreasonably restrictive of Employee.

Employee acknowledges that the Company's interests that are the subject of this Agreement are valid and protectable and, for this reason, Employee confirms that he or she will not challenge the Company's right to enforce this Agreement in subsequent legal proceedings.

17.2. Employee acknowledges and agrees that, any violation by Employee of the restrictive covenants contained in this Agreement would result in irreparable injury to the Company.

Accordingly, if Employee violates the restrictive covenants contained in this Agreement, then Employee agrees that the Company shall be authorized and entitled to obtain from any court of competent jurisdiction preliminary and permanent injunctive relief, as well as an equitable accounting of all profits and benefits arising out of such violations, which rights and remedies shall be cumulative and in addition to any right and remedy to which the Company shall be entitled.

17.3. Notwithstanding Subsection 17.1, should any court of competent jurisdiction determine that the restrictive covenants are unreasonable as to duration, scope, or territory, the restrictive covenants shall be enforceable as provided herein with respect to such duration, scope, and territory as the court determines to be reasonable.

17.4. The restrictive covenants contained in this Agreement shall survive the termination of this agreement.

17.5. If Employee breaches any covenant set forth in this Agreement, the Time Period shall be tolled and extended by the number of days Employee is in breach of the covenant.

18. **Employee Developed Materials.** Employee agrees that the employee for various commercial uses may generate works for the practice. These materials ownership and financial outcomes will be determined by agreement of both parties.

19. **Termination.**

19.1 The initial Term of this Agreement shall be for twelve (12) months, commencing XXXXXXXXXXXX. Provided the parties agree this Agreement shall automatically renew for successive 12-month periods upon expiration of the initial term.

19.2 Employee shall provide 30 days' advance written notification in order to terminate this Agreement.

19.3 If this Agreement or the employment relationship created hereunder is terminated for any reason whatsoever, the following consequences shall occur: (a) All patient records shall remain the property of Employer; (b) The provisions of paragraph 8 (relating to tail insurance coverage) and the provisions of paragraphs 9-18 shall all become immediately applicable.

20. **Severability.** In the event any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect, and either (a) the invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable or (b) if such a modification is not possible, this Agreement shall be interpreted as if such invalid or unenforceable provision were not a part hereof.

21**. Notices.** All notices, requests, demands and other communications given hereunder shall be in writing and shall be deemed to be duly given when delivered personally or when received after having been deposited in the United States mail as registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

If to the Employee:

NAME

ADDRESS

CITY, STATE, ZIP

If to the Employer:

 NAME

ADDRESS

CITY, STATE, ZIP

Or to such other address as either Party may provide to the other in accordance herewith.

22. **Entire Agreement Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings or agreements. This Agreement may be amended or modified only by a written agreement signed by all the Parties hereto or their duly authorized representatives.

23. **Waiver.** No party shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by the Party or the Party's representative. No delay or omission on the part of any Party in exercising any right or remedy shall operate as a waiver of such right or remedy or of any other right or remedy. A waiver by any Party of a breach of a provision of this Agreement shall not constitute a waiver of or prejudice the Party's right otherwise to demand strict compliance with that provision or any other provision.

24. **Notification of Actions.** The Employee shall immediately notify the Company of any complaints, claims, medical board actions, malpractice claims or lawsuits that may be threatened or pending against him or her.

25. **Governing Law.** This Agreement and all questions relating to its validity, interpretation, performance and inducement shall be governed by, construed, interpreted, and enforced in accordance with the substantive laws of the State of Arizona, without reference to any choice-of-law principles.

26. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce the terms of this Agreement, or any matter arising therefrom, the prevailing party shall be entitled to recover, in addition to any other remedy, its reasonable attorneys' fees and costs as determined by the judge, including, but not limited to, court costs, costs of investigation, witness fees, expert fees, and consultant fees.

27. **Assignment and Binding Effect.** The terms and provisions of this Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their heirs, personal representatives, successors and assigns. This Agreement shall be considered personal in nature and Employee shall not assign this Agreement or any part herein to any other person or entity.

28. **Execution.** This Agreement may be executed in counterparts with the same force and effect as if all signatures appeared on one document.

29. **Construction.** The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against any Party. The paragraph headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All terms used in one number or gender shall be construed to include any other number or gender as the context may require. The Parties agree that each Party has reviewed this Agreement and has had the opportunity to have counsel review the same and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment or any exhibits thereof.

DATED THIS \_\_\_\_\_\_\_\_ DAY OF XXXXXXXX

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

XXXXXXXXXXXXXXXX, NMD

DATED THIS \_\_\_\_\_\_\_\_ DAY OF XXXXX

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