

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") by and between **Marcel G. Lambrechts, Jr. DDS PLLC** ("Employer"), dba Seven Pines Dental Group, of Sandston, VA and **Doctor** (employee"), of _____ (city), _____ (state) is entered into and made effective as of the ____ day of _____, 2021.

WHEREAS, Employer is a professional corporation engaged in a professional dental practice, providing dental services at facilities which the Employer has or will have;

WHEREAS, the Employee is duly licensed to practice dentistry in the State of *Virginia*; and

WHEREAS, the Employer and the Employee desire to enter into this Agreement to provide for the Employer's employment of the Employee on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises and the mutual covenants and undertakings hereinafter set forth, the Employer and the Employee agree as follows:

1. Employment. Subject to the provisions hereof, the Employer hereby employs the Employee, and the Employee hereby accepts employment with the Employer, to engage in the active practice of dentistry and to render professional related dental services for patients of the Employer to the extent permitted by the applicable canons of professional ethics as amended from time to time. The services to be performed by the Employee shall include, but not be limited to, [1] providing such professional dental services as may be required by the patients of the Employer in a competent and professional manner in accordance with established policies of the Employer; [2] keeping and maintaining in a timely fashion appropriate records pertaining to all services rendered by the Employee pursuant to this Agreement; [3] preparing and attending to all reports, claims, and correspondence necessary or appropriate in the circumstances, and [4] performing all such other duties as shall be assigned to Employee from time to time by the Employer.

2. Covenants and Representations of Employee. Employee represents, warrants and covenants as follows:

(a) Employee shall devote all of his or her professional dental practice and effort on behalf of Employer exclusively, except for such volunteer and charitable services rendered by Employee for which no compensation is received by Employee, provided the rendering of such services by Employee does not interfere with Employee's obligations to Employer. Employee shall not, during any term of the Agreement, enter into other arrangements to offer dental services, nor shall Employee acquire an ownership interest, directly or indirectly, in any entity providing Competing Services (as defined herein) unless such arrangements have been approved in advance by Employer in writing. For purposes of the Agreement, "Competing Services" shall mean the providing of any professional dental treatment, consultation or services to dental patients within the Restricted Area, other than for the benefit of Employer. For purposes of the Agreement, the "Restricted Area" shall encompass

the geographic area within a 5 (five) mile radius of the Office at which Employee provides dental treatment, consultation or services to dental patients pursuant to this agreement or any renewal of this agreement.

(b) Employee possesses and shall maintain, during the term of this Agreement, a valid and unrestricted license to practice dentistry and registration to prescribe certain medications or pharmaceuticals as required by the DEA and all applicable state and federal laws, rules, and regulations. Employee agrees to be solely responsible for Employee's clinical treatment and diagnosis of patients conducted at the Office and ensuring that such Office comply with all applicable state and federal laws, rules and regulations including, but not limited to, the Americans with Disabilities Act guidelines. Should Employee become aware of any violation of any laws, rules or regulations, Employee shall promptly notify Employer of any such violation(s).

(c) Employee shall at all times during the term of this Agreement, perform all dental services in accordance with then established standards of care at the Office or other agreed upon location at which Employee provides dental services pursuant to this Agreement.

(d) Employee shall comply at all times during any term of this Agreement, with the laws, regulations and procedures of all applicable federal, state, or local government agencies, third party payors, or accrediting bodies having jurisdiction over or providing reimbursement to Employer.

(e) Prior to the date of this Agreement, Employee has not been disciplined by any professional, managed care or peer review organization, governmental agency, or provider network for any action or omission based on quality of care. Employee shall report to Employer any inquiry, action, suit, claim, or disciplinary proceeding, pending, filed or threatened, against Employee during any term of this Agreement.

(f) Employee hereby expressly consents to background reference checks conducted by Employer, and the results of such background checks must be favorable and remain favorable during the term of this Agreement, as determined by Employer in its reasonable discretion.

(g) Employee is expected to work on average a 36 clinical hour week. Office schedules must be approved by Employer as well as any changes to the schedule. In addition to clinical work, Employee also shall be willing to provide such "On-Call" services as may be reasonably requested by Employer consistent within the profession to ensure the provision of proper patient care.

(h) Employee acknowledges and agrees to comply with the applicable provisions of the HIPPA Act of 1996, as well as the HIPPA Standards. Employee agrees to be bound by such rules and standards, and further agrees to comply with the American Recovery and Reinvestment Act of 2009 and all rules and regulations promulgated thereunder.

(i) Employee agrees to attend and complete any future continuing education and compliance seminars that Employer deems necessary.

(j) Except to the extent otherwise expressly provided for herein, Employee's employment shall be subject to the policies and procedures of Employer as in affect from time to time, specifically including those set forth in the Employer's Employee Handbook as may be amended from time to time. To the extent any term, rule, policy, condition, or obligation set forth in the Employee Handbook differs from or is contrary to any term of the Agreement, this Agreement shall control.

3. Facilities. The Employee's services under this Agreement shall be rendered at its offices located in Sandston, VA. The Employer in its discretion shall furnish reasonable professional office space, office furnishings, equipment, and supplies as needed by the Employee in the rendering of services for the Employer.

4. Term. This Agreement and the Employee's employment shall commence as of the effective date hereof and shall continue for a period of one (1) year, or until terminated in accordance with the provisions of Paragraph 8 of this Agreement (the "initial term"). This Agreement shall be automatically renewed for successive one-year terms upon the anniversary of such year and each year thereafter, unless written notice of election not to renew is given by either party not less than sixty (60) days prior to the expiration of the term then in effect, or unless this Agreement has been otherwise terminated as hereinafter provided.

5. Best Efforts. The Employee hereby agrees to devote her best efforts and a reasonable amount of time to the conduct of the dental practice of the Employer. The Employee may, however, accept any elective or appointive office or position within any duly recognized dental association and may attend dental meetings and conventions, provided that such activities do not require an unreasonable amount of the Employee's time and do not otherwise adversely affect the Employer's interest.

6. Books and Records. The Employer and the Employee agree that all records and files, including the patient lists, patient accounts receivable records, dental records and charts, x rays, lab reports and other professional records used, produced and/or maintained by the Employee during her employment by the Employer are the property of the Employer. Upon termination of this Agreement, the Employee shall not be entitled to receive any patient's charts or other professional records, subject to the specific written instructions of the patient as to the disposition of his or her particular charts or records.

7. Compensation.

For purposes of this Agreement, the term "net collections" means amounts received for professional dental services rendered by the Employee after adjustment for insurance and other proper charges. Such amount shall be calculated not less frequently than monthly, and shall be paid to Employee on the regular pay days which will be the 1st and the 15th of each month, unless such dates should fall on holidays or weekends, in which case the pay days will be moved up to the last work day preceding the holiday or weekend (subject to required tax withholdings). After the first twelve (12) months of this Agreement, the Employee shall be paid as shown in Exhibit "A".

SEE Exhibit "A"

Upon the termination of the Employee's employment for any reason, the Employer shall have no obligation to pay, except as otherwise described in Paragraph 8 below, and the Employee shall have no right to receive, any compensation for services beyond the date of employment termination and all rights of the Employee under this Agreement shall cease upon termination of employment.

8. Termination. Either party shall have the right to terminate this Agreement at any time upon the giving of sixty (60) days written notice of intent to terminate to the other party. In the event the Employee terminates in less than one (1) year from the effective date hereof, any and all fees paid by the Employer associated with orthodontic dental care training must be fully repaid to the Employer. Notwithstanding the termination of this Agreement, then subsequent to such termination, including, without limitation, Paragraph 12 hereof; and such termination shall not effect any liability or other obligation which shall have accrued prior to such termination, including but not limited to, any liability for loss or damage on account of default.

Notwithstanding any provision of this Agreement to the contrary, the Employee's employment hereunder may be terminated by the Employer without notice upon:

- 8.1 the revocation or lapse of the Employee's dental board certification, if any;
- 8.2 the expulsion of the Employee from any dental society or similar professional organization;
- 8.3 the Employee's permanent disability, which shall mean the Employee's continuous absence from active full-time employment due to illness or disability for a period of one month;
- 8.4 the failure for any reason of Employee to obtain and maintain professional liability insurance pursuant to Paragraph 12 hereof; or
- 8.5 the Employee's breach of this Agreement.

9. Charges for Professional Services. All charges for dental services rendered by the Employee shall be at the instruction of the Employer and any payments received by the Employee for such services shall inure solely to the benefit of the Employer.

10. Vacations. After 6 months, The Employee shall be entitled to two (2) weeks of vacation, to be taken at times convenient to the Employer with due regard for the wishes of the Employee.

11. Expenses. The Employer may, at its discretion, pay the costs of attendance by the Employee at professional meetings and conventions, professional entertainment expenses, up to a maximum amount of two thousand dollars (\$2,000.00) per year.

12. Professional Liability Insurance. The Employee shall obtain and maintain at an shared expense equally by the Employee and Employer professional liability insurance for

liabilities arising out of his performance of dental services for the Employer, with limits of not less than two million dollars (\$2,000,000) per incident; provided that Employer shall pay the premium for such coverage upon and after the termination of the current coverage period (measured annually). The Employee shall provide to Employer written evidence of coverage during the term of employment.

13. Noncompetition. Upon the termination of the Employee's employment hereunder for any reason whatsoever (including without limitation the expiration of the term of this Agreement), the Employee agrees that she shall not, for a period of two (2) years thereafter, except with the written consent of the Employer, engage in the practice of dentistry, either directly or indirectly, or as owner, partner, employee, stockholder, officer, director, agent, consultant, advisor or in any other capacity, for his own benefit or for or with any other person, firm or corporation, within a five (5) mile radius of each dental office of the Employer in which Employee provides professional services to the patients, provided the Employee has provided services in such office for a cumulative period of thirty (30) days during the preceding twelve (12) month period. For this purpose, the word "Employer" includes any dental practice in which Seven Pines Dental Group, holds an equity interest at the time of employment termination. If the covenants set forth in this Paragraph 13 are determined by a court of competent jurisdiction to be invalid or unenforceable, the parties intend and agree that such court shall exercise discretion in reforming the provisions of this Paragraph 13 to the end that the Employee shall be subject to a covenant not to compete which is reasonable under the circumstances and enforceable by the Employer.

14. Remedies for Breach of Agreement

14.1 Injunctive Relief. The Employer and the Employee agree that there is no adequate remedy at law in the event of the Employee's breach of Paragraph 13 and that the Employer shall, in addition to all other remedies available to it, be entitled to injunctive relief in the event of breach and specific performance in the event of any threatened breach.

14.2 Liquidated Damages. The parties agree that the monetary loss to the Employer in the event of a breach of Paragraph 13 of this Agreement by Employee would equal roughly one-third of the average net collections of the Employee for the 12-month period ending immediately prior to such breach, and that monetary damages can reasonably be determined by reference to such calculation. Thus, the parties agree to this liquidated damages provision in an amount equal to the greater of two-thousand dollars per normal working day during the period of breach, or one-third of the average net collections of the Employee for the 12-month period ending immediately prior to such breach. Such damages are in addition to, and not in lieu of, any injunctive relief to which the Employer is entitled under paragraph 14.1 above.

14.3 Notwithstanding paragraph 14.2 above, the Employer and Employee agree that, upon the termination of the Employee's employment hereunder (or at any time during the next following two (2) year period), the Employee may elect to terminate the non-compete covenants of Paragraph 12 by payment to the Employer a cash amount of one hundred thousand dollars (\$100,000). Upon payment of such amount the non-compete covenants of Paragraph 13 shall be deemed to be satisfied, without breach of the Agreement.

15. Amendments. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Employer and the Employee.

16. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, assigns, and successors in interest of the Employer and the Employee.

17. Heading The headings used in this Agreement are for convenience only and the Sections of this Agreement shall be interpreted as if such headings were omitted.

18. Waiver of Breach. The waiver by the Employer of a breach of any provision of this Agreement by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee.

19. Assignment. This Agreement is personal to each of the parties hereto and neither party may assign nor delegate any of its rights or obligations hereunder without the prior written consent of the other party hereto.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia.

Exhibit A:

For all services rendered by the Employee during the first twelve (12) months of this Agreement, the Employee shall receive cash compensation in an amount equal to the greater of [i] \$525 per day__ (\$10500__) per month (prorated for partial months, excluding vacations) or

[ii] an amount that varies based on net collections derived from professional dental services rendered by the employee for the previous month in accordance to the following table:

(Daily minimum divided by 28% = daily collections rate of 1875 → \$37500 collections per month – if 20 days)

\$37500 – 55000 at 28% means collecting above daily minimum. Begin 20k intervals after this AS BELOW

Low	High	Compensation %
0	\$55,000	28%
> \$55,000	\$75,000	29%
> \$75,000	\$95,000	30%
> \$95,000	\$115,000	31%
> \$115,000		32%

For Example, if the Employee had net collections of **\$90,000** in January, his/her compensation would be **25,200.00** (**\$90,000 X 30%**) on the February 15th payroll, less any advances paid, and ½ of the lab costs incurred the prior month (after 6 months).

IN WITNESS WHEREOF, the Employer has caused this Agreement to be executed, and the Employee has executed this Agreement, effective the date above written.

Marcel G. Lambrechts, Jr. DDS, PLLC

Employer

Employee