

Employment Agreement
Supplement A

Agreement made on January 2, 2008, between, Professional Eye Care LLC, (The Corporation) 123 Main Street, Anywhere, USA, in the State of _____ and County of, Douglas, hereinafter, The Employer, and Dr: Jim Smith., hereinafter referred to as The Employee.

WITNESSED:

WHEREAS, Employer is and for several years has been engaged in the practice of optometry in the State of _____

Employee is an optometrist duly licensed and authorized to practice optometry in the State of _____, and Employee desires to practice optometry as an employee of Employer. Employer has offered Employee employment and other benefits under the terms and conditions hereinafter set forth, and Employee is willing to accept employment on such terms.

Now, therefore, in consideration of the above promises, it is mutually agreed as follows:

I. Employment and Duties

a. Scope of duties: Employer hereby employs Employee, and Employee accepts such employment, to render optometric services, to include examination of the eyes for optical correction and for disease, and to provide necessary health care. Employer shall have the power to determine the specific duties to be performed by Employee, and the means and the manner by which those duties shall be performed. Employer shall have the power to determine the assignment of patients

to Employee, and Employee must perform services for such patients assigned to him. The power to supervise the duties to be performed, the manner of performing such duties, and the terms for performance thereof shall be exercised by the Employer. The Employee shall work four days during the week and one half day on Saturday. The Employee shall spend seven and one-half hours per day with patients, plus additional time for office staff meetings or other meetings called to maintain office procedures and policies.

b. Exclusive service: Employee shall devote his full working time and attention to the practice of optometry for the Employer. During the term of this agreement, Employee shall not, without the written consent of Employer, directly or indirectly render services of a professional nature to or for any person or firm for compensation or engage in any practice that competes with the interest of Employer.

c. Professional Standards: Employee shall perform his duties under this agreement in accordance with the rules of ethics of the profession of optometry, as enunciated by the Code of Ethics and the Standards of Conduct of the American Optometric Association.

II. Term

The term of this agreement shall begin on January 2, 2008, and shall continue for one year or until terminated as hereinafter provided.

III. Compensation

For all services rendered by Employee under this agreement, The Employer shall pay Employee _____.

a. Fringe benefits: As further compensation for the performance by Employee, Employer shall, within a reasonable period of time after the execution of this agreement, provide for Employee the following further benefits:

Further, it is agreed and understood Dr. Jim Smith will receive additional compensation in an amount equal to:

1. Vacation shall be Two (2) weeks per year and as outlined in paragraph VIII below.
2. CE allowance of \$1,000.
3. Entertainment allowance, promotion and advertising expenses may be paid in the amount equal to \$1,000 annual
4. Fifty dollars per hour for each hour spent in administration and management up to a maximum of Twenty Five Hundred dollars (\$2,500) per month.

IV. Malpractice Insurance

Employer shall operate and maintain at its expense such comprehensive professional liability insurance as it shall deem appropriate, covering the acts or omissions of the Employee in the course of his employment.

V. Offices Facilities

Employer shall operate and maintain facilities, and shall provide at its cost equipment, drugs, and supplies, suitable to Employee's position and adequate for the performance of his duties. Further, Employer shall supply and pay for assistants, technicians, and other personnel reasonably needed by Employee in connection with his employment under this agreement. It is anticipated that Employee will use from time to time certain equipment, which is owned by him in the performance of his professional duties, and a schedule of this equipment is attached hereto and thereby made a party of this agreement by incorporation.

VI. Patient Names, Addresses and Records

All records, charts and personal files concerning the patients of Employer shall belong to and remain the property of Employer. On termination of his employment, Employee shall not be entitled to keep or reproduce the names or addresses of patients or to keep or reproduce Employer's records, charts or files related to any patient unless the patient shall specifically request that his records be transmitted to Employee.

VII. Fees

All fees and compensation received or realized as a result of the rendition of professional services by Employee shall belong to and be paid and delivered to Employer.

VIII. Vacation

Employee shall be entitled to vacation as reasonably needed throughout the year. Employee's vacation will be scheduled as determined by the Employee. Employee is also entitled to vacation during annual office holidays, which are Jan. 1, July 5, Thanksgiving Day, and Dec. 25.

IX. Illness and Disability of Employee

a. Notice of termination of agreement because of permanent disability of Employee. Notwithstanding anything in this agreement to the contrary, Employer is hereby given the option to terminate this agreement in the event that Employee shall, during the term hereof, become permanently disabled as the term permanently disabled if hereinafter fixed and defined. Such option shall be exercised by Employer giving notice to Employee by registered mail, addressed to him in care of The Employer at Professional Eye Care LLC, (The Corporation) 123 Main Street, Anywhere, USA, in the State of _____ and County of, Douglas, (The Employer) or at such address as Employee shall designate in writing, of Employers' intention to terminate this agreement on the last day of the month during which such notice is mailed. On the giving of such notice this agreement shall cease on the last day of the month in which the notice is so mailed, with the same force and effect as if such last day of the month were the date originally herein set forth as the termination date hereof.

b. Definition of permanent disability. For the purposes of this agreement Employee shall be deemed to have become permanently disabled if, The Employee shall become disabled, physically or mentally, disabled if in the opinion of his/her

personal physician or disability insurance carrier, the Employee is determined to be disabled or if the disabled Employee is unable to return to work to the minimum extent of at least three quarter (3/4) whole time at the end of twelve (12) months, The Employer may terminate the Employment Agreement by notice in writing to the disabled Employee or his/her representative; whereupon the disabled Employee shall thereafter be entitled to receive all payments provided in section III., a above.

X. Covenant not to Compete

For a period of twenty-four (24) months after Employee ceases to be employed by Employer, Employee shall not, directly or indirectly, engage in the practice of optometry on his own account, or become interested therein, directly or indirectly, as a Employees, shareholder, director, officer, or employee in competition with Employer within ten (10) miles of the Professional Eye Care LLC, (The Corporation) 123 Main Street, Anywhere, USA, in the State of _____ and County of, Douglas.

This contract shall be terminated immediately:

- a. If Employee becomes disqualified to practice optometry in the State of _____.
- b. On the death of Employee.
- c. If Employer and Employee shall mutually agree in writing to termination. Both parties require Thirty days notice.
- d. If the Employer's business is discontinued.
- e. If Employee becomes or remains permanently disabled as set forth herein.
- f. If Employee fails or refuses to faithfully or diligently perform the duties of his employment and the provisions of this agreement

On termination for any reason, the salary due Employee to the date of such termination shall be full compensation in payment for all claims under this agreement.

X11. Governing Law

This agreement shall be interpreted, construed, and governed according to the laws of the State of _____.

X1II. Amendments

No amendments or variations of the terms and conditions of this agreement shall be valid unless in writing and signed by all parties.

XIV. Assignability

Employee's rights and obligations under this agreement are personal and not assignable.

XV. Entire Agreement--Binding Effect

This agreement constitutes the entire agreement between the parties and shall bind and inure to the benefit of Employer and Employee and their respective successors, heirs and legal representatives.

XVI. Counterparts

This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, Employer and Employee have hereunto set their respective hands and seals to this instrument, executed in duplicate, on the day and year first above written.

Jim Smith, O.D.

Employee