

OPEN & AFFORDABLE DENTAL BRACES

ASSOCIATE EMPLOYMENT AGREEMENT

Version 12.22.2025

This Associate Employment Agreement ("Agreement") is made and entered into, and effective [Effective Date], by and between [Open and Affordable Dental at Somewhere PLLC] ("Employer" or "Practice") having its principal place of business at [Dental Office Address] and [Associate Dentist Name] (the "Associate") (each a "Party" and together, the "Parties").

RECITALS

Associate is licensed without restrictions to practice general dentistry in the State of [State]. Employer wishes to employ Associate to render general dentistry services to its patients, and Associate wishes to accept such employment upon the terms and subject to the conditions set forth herein. Now, therefore, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Employment.** Employer hereby employs Associate to perform general dentistry services for its patients and Associate hereby agrees to perform such services upon the terms and conditions hereinafter set forth.
2. **Term.** The term ("Term") of this Agreement shall commence on [Effective Date] (the "Effective Date") and shall continue until terminated by Employer or Associate in accordance with the terms of this Agreement. The term of this Agreement is distinct from the date the Associate begins their job duties as an Associate with Employer ("Start Date"). Employer and Associate shall agree to a mutually acceptable Start Date.
3. **Scope & Purpose.**
 - 3.1. This contract between Employer and Associate, is being made to allow Associate to participate in the private practice of dentistry.
 - 3.2. The Associate shall receive certain benefits provided by the Employer to develop skills, knowledge, market share, funding, income, and experience.
 - 3.3. In addition to providing services as a dentist, Associate shall further be involved in the management of the dental practice and also of the professional staff of the Employer as more fully set forth below. Said management duties are agreed by the Parties to be a material part of this Agreement.
4. **Right to Fees.**

- 4.1. The Employer shall have the exclusive authority to set and determine Professional Fees and any discounts. The Associate shall charge fees and collect payment in accordance with the fee schedule and procedures adopted by the Practice. Any free, reduced fee, or barter arrangement to be provided by the Associate must receive the approval of the Employer prior to the performance of the related service.
- 4.2. All Professional Fees generated during the term of this Agreement belong to Employer. Associate acknowledges that this Agreement does not confer upon Associate any ownership interest in or personal claim upon any fees charged by Employer for Associate's services. "Professional Fees" include, but are not limited to: fees, revenue, or remuneration in any form (including barter) generated by the provision of dentistry services by Associate in Associate's capacity as an Associate of Employer.
- 4.3. In furtherance of the foregoing, Associate assigns to Employer any right the Associate might have from time to time, during the term of this Agreement, to bill and receive payment from any individual or third-party payer, including, without limitation, Medicare and Medicaid programs and any managed care payer, for professional services rendered by Associate under this Agreement. Associate acknowledges that Employer will submit billings in Employer's name and that Associate may not bill any individual or third-party payer for Associate's professional services under this Agreement unless required by a third-party payer. If a third-party payer requires Associate to submit billing, Associate will bill for services rendered with the understanding that all fees generated for services performed during the term of this Agreement from those billings will belong to Employer.
5. **Restrictions.** During the term of this Agreement, Employer and Associate agree that the following conditions shall prevail:
 - 5.1. **Exclusive.** Beginning on the Start Date, Associate shall not directly or indirectly engage in or participate in any other dental practice without Employer's written consent.
 - 5.2. **Contracts.** Associate has no authority to enter into any contracts binding upon Employer or to create any obligations on the part of Employer, except as specifically directed in advance by Employer.
6. **General Employment Duties.** Associate is employed to actively practice general dentistry on behalf of Employer. Associate faithfully agrees to provide Associate's services in a good, professional and workmanlike manner, to conduct business in such a way as shall serve the best interests of Employer and the patients of Employer, and to perform all work in accordance with customary and professional rules of ethics and conduct, to abide by all rules and regulations of the [State] State Board of Dental Examiners and to comply with any other laws of [State] regulating or pertaining to the practice of dentistry. The Associate recognizes that professional regulatory and advisory groups and bodies may from time to time establish ethical standards and requirements with regard to the practice of dentistry by persons licensed to practice dentistry in the State of [State]. All restrictions contained in this Agreement with respect to the duties and obligations of the Associate shall be subject to said standards and requirements. Further, the Associate agrees to comply in all respects with presently existing written office rules and procedures of the Employer and those that may be established, in writing, in the future by, or for the benefit of the Employer. Nothing in this Agreement is intended to interfere, or shall be

construed as interfering, in any way with Associate's ability to independently exercise professional and ethical judgment in the performance of Associate's patient care responsibilities.

7. Specific Employment Duties.

- 7.1.** Associate agrees to devote Associate's time, energy and skill to the performance of the professional services in which the Employer is engaged. Associate is an exempt Associate and is not entitled to overtime payments under state or federal laws. In addition to the performance of clinical duties, the Associate shall undertake such additional duties and responsibilities as shall be reasonably directed by the Employer from time to time. The Associate will be expected to expend a reasonable number of hours per week during working hours in administrative and public relations duties in support of practice management and promotion objectives.
- 7.2.** Associate agrees to maintain regular full-time office/work hours and on-call rotation in accordance with Employer policies, which are subject to change in the discretion of Employer. The Associate shall be responsible for sharing the treatment of emergency cases and sharing "on call" duties with other licensed dentists employed by the Employer, except for those times when the Associate is on vacation or is not available. Current on-call policies are attached hereto as **Exhibit A**.
- 7.3.** Associate shall comply with all policies, standards, and regulations of Employer now in existence or hereafter promulgated. This includes but is not limited to Scheduling Protocol including Appointment Types, Confirmation Statuses, Appointment Flow Protocol, and Clinical Chronological Protocol.
- 7.4.** Associate will attend all meetings and will actively participate in management decisions of the Practice delegated to Associate or made by Employer.
- 7.5.** Associate will be specifically responsible for the direction of the staff, hygienists, and dental assistant(s) assigned to Associate, according to the policies and procedures of Employer. The Associate will be responsible for scheduling alternative staff if their assigned staff is absent. Coverage should be requested first from other staff members who work in the same office before requesting staff from any other affiliated offices.
- 7.6.** Associate will be expected to perform the periodic oral exams on the practice hygiene patients.
- 7.7.** Employer will develop patients from the new patient sources. Associate will supplement Employer's efforts in patient recruitment and growth of the Practice. Associate shall actively assist in patient recruitment and growth of the Practice through internal marketing efforts, e.g. requesting referrals from all new patients.
- 7.8.** Associate shall devote such time as is reasonably required to collecting patient balances, including co-pays, payment plans, and insurance payments. Employer and Associate are jointly responsible for collecting all fees and other revenue owed to the Employer for services rendered by Associate. The Associate shall review monthly Accounts Receivable and to promptly correct errors or omissions.

- 7.9. Associate agrees to provide zero or reduced cost dental services to Open and Affordable Dental Associates, their legal spouse, and children, as dictated by Employer benefits policies as may be in effect from time to time. Associate shall provide such services to the same standard of care Associate provides services to all patients, and without regard to whether such services may be provided at no or reduced cost to the Associate, their legal spouse, and children (i.e., without scheduling or other discrimination in favor of higher fee-generating work).
- 7.10. Associate agrees to comply with all network provider, insurance, and ancillary agreements set forth by insurance companies (or government benefit programs) with which Employer may in its discretion participate, from time to time, and shall sign any such agreement and take such other action as may be required to keep Employer and Associate in good standing therewith.

8. Compensation and Benefits.

8.1. Pay Period: The Associate shall be paid as a practice Associate on the practice's customary payroll schedule as may be in effect from time to time. Associate consents to receive payment up to one month after the close of any pay period. Employer will pay and deduct all normal payroll taxes associated with Associate's employment owed by Associate from the Compensation. Employer agrees to pay the Employer portion of applicable Social Security and employment taxes. All of Associate's compensation is subject to all federal, state and local taxes and expenses relating to Associate compensation.

8.2. Minimum Rate:

Beginning on the Start Date, Associate shall be paid the Minimum Rate OR the Variable Compensation, calculated on a monthly basis, whichever is greater.

During the first [three] months of full-time employment, the Associate will be guaranteed a Minimum Rate equivalent to \$[65] per hour (exclusive of on-call time not actually worked), and Associate will earn the Minimum Rate OR the Variable Compensation, calculated on a monthly basis, whichever is greater. Associate will utilize the time clock to track hours. After the first [three] months of employment, the Minimum Rate shall reduce to equal the minimum legal hourly wage in the applicable jurisdiction.

8.3. Variable Compensation: Variable Compensation as used in this Agreement is based on the monthly collection amounts and subject to adjustments and chargebacks set forth below:

\$0	-	\$29,999	30% of Collections below \$30,000
\$30,000	-	\$59,999	33% of Collections above \$30,000 and below \$60,000
\$60,000	-	Above	36% of Collections above \$60,000

"Collections" shall mean revenue actually collected and attributable to Associate subsequent to the Start Date, net of laboratory fees, refunds, audit adjustments,

chargebacks, and any professional or other discounts which might be granted by the Associate or the corporation.

Example: if a crown is priced at \$700, the lab fee for the crown is \$100, and all fees are collected, then the total payout to the Associate shall be calculated as: $\$700 - \$100 = \$600 \times 30\% = \180 .

8.4. Calculation Method; Adjustments:

- 8.4.1. Attributable.** All procedures and services which have either been performed and completed by the Associate, or are directly associated with the Associate, will be attributable to the Associate, including periodic exams, discount plans including those by new patients seen first in hygiene, and x-rays ordered by the Associate and performed by the Associate's assistant. When performing periodic oral exams on the practice hygiene patients, Associate shall be attributed the exam portion of the fee only.
- 8.4.2. Not Attributable.** Those procedures not attributable to the Associate include cleanings performed by the hygienist or their assistant, x-rays and intraoral images performed by the hygienist or their assistant, sealants placed by the hygienist or their assistant, fluoride placed by the hygienist or their assistant, and scaling and root planings performed by the hygienist.
- 8.4.3. Adjustments.** In the event Employer refunds any payments made by a patient or makes other adjustments or reconciliations that alter the amount of Collections for which Associate has already been compensated, Associate shall be obligated to reimburse Employer for any resulting overpayment in Variable Compensation. Employer shall have the right to deduct such amounts from Associate's future compensation.
- 8.4.4. Partial Months.** Variable Compensation for any partial month shall be calculated using actual collections received on a cash basis during such partial month and prorated monthly thresholds, prorated for the number of days during such partial month. There will be no further adjustments or prorations due to Associate for collections received or adjustments made after the Associate's last day of employment.
- 8.4.5. Accounting.** All monies collected in the office and during business hours are required to be counted and entered into the patient management system as of the day of receipt. The Associate will have access to the Collections Reconciliation Report, itemized patient refunds for the Associate, and laboratory fees used in the calculation of compensation. The access to the Collection Reconciliation Report, itemized patient refunds, and laboratory fees may be redacted and will be made reasonably available to the Associate one business day after the last day of the Associate's employment or last pay period, whichever is later.
- 8.5. Personal and Professional Leave.** All personal and professional time off by Associate shall be unlimited, but subject to Employer's approval and shall be without pay. Notwithstanding the above, Associate shall receive paid sick leave pursuant to Colorado law. The Parties agree that Associate shall be considered a commissioned Associate and

therefore is entitled to sick leave pay only at minimum wage. When Associate desires to take any professional or personal time off, except in unusual circumstances, Associate shall notify Employer 60 days in advance and any time off shall be scheduled so that it allows continuous professional coverage of the practice. All of Associate's leave for personal and professional time shall be approved by Employer prior to Associate scheduling said leave so that Associate's absence does not disrupt the continuity and business of the practice. In no event will Associate take more than three consecutive weeks of personal leave per calendar year.

9. **Obligations and Expenses of Employer.** During the term of this Agreement, Employer shall provide the following items as reasonably necessary for the performance of Associate's duties, as determined by Employer, provided that Employer shall not be required to provide any such items if they are not reasonable or normally used in the Employer's practice:
 - 9.1. Access to and the right to use Employer's facility, equipment, instruments and supplies.
 - 9.2. Clinical and non-clinical personnel as are necessary and available for the performance of Associate's duties and other reasonable and normal administrative duties related to patient care.
 - 9.3. Dental supplies, facilities, stationery, business cards, practice promotion, and laboratory service.
 - 9.4. Any special or non-standard instruments or supplies that Associate requests, will be ordered in Associate's own name and paid for by Associate unless such items are approved by Employer prior to ordering, and in such case, the cost for same shall be paid by Employer.
10. **Obligations and Expenses of Associate.** During the term of this Agreement, Associate shall provide and pay for, at Associate's own expense:
 - 10.1. **Use of Associate's Name and Likeness.** The Associate will provide professional personal pictures suitable for use for external marketing efforts together with a photographer's release for unrestricted use. Associate grants Employer a license to edit, alter, copy, exhibit, publish, or distribute such photos, together with Associate's image, name, and likeness, in any and all of its publications, including web-based publications, without payment or other consideration, during the Term of Employment. Associate grants Employer a license for the right to use Associate's name in the telephone directories or in other reasonable marketing techniques utilized by Employer.
 - 10.2. **Professional Liability Insurance.** Associate, at Associate's expense and at coverage levels acceptable to Employer, shall obtain and maintain malpractice insurance coverage during the term and for two years following termination of this Agreement, whether through a continuation of the policy or tail coverage. Associate shall indemnify and hold harmless Employer for any and all damages and expenses for which Employer may become liable as a result of any alleged act of negligence or professional malpractice on the part of Associate to the extent such damages and expenses are not paid or reimbursed under a policy of insurance carried by Associate. Associate shall, at the request of Employer, furnish Employer with a copy of the liability insurance policy and shall maintain coverage of at least \$1,000,000 per occurrence, with a cumulative

coverage of \$3,000,000. The policy shall also have a rider protecting the Employer as an additional insured.

10.3. Licenses, Certifications, Inoculations & Like. At all times during Associate's Employment, at Associate's cost, Associate shall maintain active licenses and certifications with the State Dental Association and other authorities for licensure, prescription dispensing, sedation administering, radiography and any other required authorization. In addition, the Associate is required to maintain up to date inoculations for Hepatitis and others as is normal and customary to the dental profession.

10.4. Continuing Education. Associate is also required to complete the minimum number of hours of Continuing Education for licensure purposes in a timely fashion. The Associate shall pay the costs of Continuing Education courses and attend the same on Associate's own time, unless prior approval for costs or scheduling is obtained from the Employer.

10.5. Training.

It is imperative the Associate gain the experience needed to identify dental issues and be able to communicate those issues with the correct urgency to the patient. The Associate must obtain the clinical, administrative, and interpersonal knowledge to run a successful office.

To this end, Associate is required to complete a training program consisting of 72 hours of shadowing with an Open and Affordable Dental and Braces owner doctor ("Training") which must be completed prior to their Start Date. Prior to the Start Date, notwithstanding any other provision of this Agreement, the Trainee-Associate shall be considered a part-time, at-will Associate, subject to termination for any reason or no reason, without notice. In the event of termination for any reason during the Training Period, the remainder of this Agreement shall terminate. Employer will provide compensation at the prevailing minimum wage on Employer's customary pay schedule for Training hours actually completed during any pay period. Trainee-Associate shall not be entitled to any other benefits or compensation of an Associate set forth in this Agreement or in any other Employer policy or manual. Trainee-Associate is responsible for scheduling the training period hours with eligible doctors.

From and after the Start Date, until Associate obtains Collections of \$1,000 per month in new patients for three consecutive months, Associate shall, as part of Associate's job duties, complete 12 hours per month of shadowing of an Open and Affordable Dental and Braces owner doctor. Associate is responsible for scheduling shadowing hours in a manner that does not conflict with Associates' scheduled clinic or on call schedule. Upon reaching the Collections goal, there will be no further shadowing requirements.

10.6. Miscellaneous Expenses. Unless otherwise agreed to by Employer in advance of the charges being incurred, Associate shall also bear the cost for the following:

10.6.1. Lab charges attributable to Associate's work on Associate's family members.

10.6.2. All health insurance, disability coverage, and life insurance premiums for Associate and Associate's family.

- 10.6.3. Transportation costs and automobile expenses.
- 10.6.4. Professional dues.
- 10.6.5. Continuing education.
- 10.6.6. all other expenses incurred by Associate relating to Associate's employment with Employer that are not specifically assumed by Employer pursuant to this Agreement.

11. **Covenants.** As a consequence of Associate's employment by Employer, Associate will receive valuable specialized confidential information and knowledge not generally known in the profession about Employer's services or processes or concerning the operation of the Employer Practice, including, without limitation, information regarding the promotional, operational, sales and marketing methods of Employer, as well as knowledge concerning and access to the referral sources, patients, and affiliates of Employer, patient lists, patient names and addresses, patient records, pricing policies, financial information, business records, and Employer's procedures, systems and processes relating to its practice ("Confidential Information"). Associate recognizes that Employer's Confidential Information is in the nature of trade secrets and should not be made available to any other dentist or dental professional, or any present or potential competitor, including Associate, without regard to whether or not said Confidential Information may or may not be defined as a trade secret pursuant to the Uniform Trade Secrets Act. Associate recognizes that the legitimate interests of Employer in this Confidential Information must be protected and that this Confidential Information must be carefully controlled so as to prevent disclosure to unauthorized persons who might use the Confidential Information to the detriment of or in competition with Employer. Consequently, Associate agrees to the following:

11.1. Associate is entitled to general access to the business records of the Practice. The Associate shall have access to the business records to the extent necessary to verify compensation due from the Practice under the formula set forth in this Agreement should a dispute arise with regard thereto.

11.2. Non Disclosure of Confidential Information. During the term of this Agreement, Associate shall not divulge or disclose to any person, corporation, partnership, firm, entity or association or use, except as necessary in the performance of Associate's duties hereunder, any Confidential Information of Employer. Further, upon the termination or expiration of this Agreement for any reason, Associate agrees that Associate will continue to treat all Confidential Information as private and privileged and will not release any Confidential Information to any person, corporation, partnership, firm, entity or association or use any such Confidential Information except upon direct written authority of Employer or as may be required by applicable law.

11.3. In the event Associate misappropriates any of Employer's Confidential Information, Employer shall have all rights and remedies available to Employer pursuant to Colorado law, including the Uniform Trade Secrets Act.

12. **Ethics.** Associate agrees to treat staff, patients, and insurance companies according to the highest ethical and legal standards. This includes the following:

- 12.1.1. Ensuring procedural Dates of Services match the actual dates of service. Dates of service for prosthetic delivery should be within the same benefit year, e.g. sending claim date of service for crowns and dentures in the same benefit year the crown or denture is delivered, not started.
- 12.1.2. Charging contracted insurance fees for covered services that are not paid by insurance because of maximums, frequencies, and waiting periods.
- 12.1.3. Charging up to but not exceeding the standard fees for non-covered services for patients with insurance.

13. Patient Records.

- 13.1. **Maintenance.** Custodial rights of patient records shall be consistent with the [State] Dental Practice Act and all rules and regulations promulgated by the [State] State Board of Dental Examine, as amended. The Associate shall maintain complete and accurate clinical records for all treatment provided. The Employer shall maintain the records created by Associate until any applicable statute of limitations has expired.
- 13.2. **Employer's Exclusive Property.** All records of patients of Employer, including, without limitation, x-rays, accounts, ledger cards, laboratory reports, recall cards and programs, computer records and programs and any other pertinent information concerning patients of Employer, whether or not the patients were actually treated by Associate or the records prepared by Associate, are considered Employer's trade secrets pursuant to [State] law and shall remain the exclusive property of Employer and Associate shall have no property rights in said property except for the records of Associate's Referred Patients. Associate agrees not to take any action that would directly or indirectly damage or impair Employer's rights, title and interest in and to any patient records. Associate agrees not to accept or otherwise acquire to his possession any copy of said records or other confidential patient information of Employer including, by way of example and not limitation, patient lists, except with Employer's written consent.
- 13.3. **Access.** The Associate shall have full access to and use of the patient records during the term of this Agreement for any and all business purposes related to the performance of Associate's duties. After termination of this Agreement, Associate shall have access to the patient records for the defense of any malpractice claim or grievance filed against Associate. Access to these records will be limited to the records pertaining to the claim or grievance filed against the Associate. The costs of any reproductions shall be paid solely by the Associate. Under no circumstance shall the Associate remove or copy any patient list, clinical or financial record without the express written consent of the Employer.

14. Termination.

- 14.1. **Upon Notice.** Either Party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other Party. In the event this Agreement is terminated by either Party by notice, Employer shall have the right to immediately relieve Associate of Associate's duties, but shall pay Associate for the sixty-day period based on the average of Associate's Compensation for the three (3) month period prior to Employer relieving Associate of Associate's duties. It is understood and agreed that the requirement of providing appropriate notice is imperative due to the nature of the

business. Unless otherwise agreed to by the Parties, should Associate terminate the employment relationship without providing the prescribed notice, Associate shall pay to Employer, as liquidated damages, an amount equal to twice Associate's average Compensation during the period of time Associate's notice is insufficient based on the average of Associate's Compensation for the previous three (3) month period.

- 14.2. Death or Disability.** This Agreement shall automatically terminate and the employment relationship between the Associate and the Employer shall be deemed immediately severed, without notice, upon the death or permanent disability of the Associate. As used herein, the term "permanent disability" as that term is defined in the policy of disability covering the Practice, or, if none, the event that Associate is unable to perform Associate's duties for a period of more than ninety (90) consecutive days.
- 14.3. By Employer for Cause.** At any time during the term of this Agreement, Employer shall have the right to immediately terminate this Agreement for Cause and without advance notice or compensation provided in 14.1. As a condition of employment, Associate has an affirmative obligation to report any incident, investigation, or inquiry, by any regulatory agency, governmental authority, or professional society, or other event of Cause to Employer. "Cause" shall include, without limitation:
- 14.3.1.** Suspension, revocation or cancellation of Associate's dental license, right to practice dentistry, rights to dispense or prescribe drugs; or the placing or imposing of any restrictions or limitations, by any governmental authority having jurisdiction over Associate so that Associate cannot engage in the practice for which Associate was employed.
 - 14.3.2.** Associate is found guilty of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of Associate.
 - 14.3.3.** Associate violates the standards of professional conduct as provided for in the Colorado General Statutes, as may be amended from time to time or any other laws, rules and regulations applicable to the practice of dentistry in Colorado, in the reasonable estimation of Employer, independent of any conviction or finding by any board or tribunal.
 - 14.3.4.** Associate materially fails or refuses to adhere to the provisions of this Agreement, or fails or refuses to faithfully and diligently perform the usual, customary duties of Associate's employment in compliance with the reasonable policies, standards and regulations of Employer which from time to time may be established, which failure or refusal shall remain uncorrected for thirty (30) days following receipt by Associate of written notice from Employer which specifies with reasonable particularity the facts and circumstances surrounding such failure or refusal.
 - 14.3.5.** Associate's conviction of any felony or of theft, regardless of whether related to the practice.
 - 14.3.6.** The Associate is unable to obtain or maintain professional liability insurance.

- 14.3.7. Associate engages in a continuing pattern of harassment of any Associate after being confronted by Employer with respect to such conduct.
- 14.3.8. Associate engages in conduct which in the reasonable estimation of Employer has or threatens to discredit Employer or to be detrimental to the reputation, character and standing of the Employer.
- 14.3.9. Commencement of any investigation of Associate involving substance abuse.
- 14.3.10. Any other conduct or actions by the Associate that in the reasonable estimation of Employer adversely affect the Employer's business, finances, or reputation.

14.4. By Associate For Cause. At any time during the term of this Agreement, Associate shall have the right to immediately terminate this Agreement without advance notice or compensation provided in 15.1 in the event of any of the following by Employer:

- 14.4.1. A material breach any of the terms and conditions of this Agreement by Employer and Employer's failure to cure the breach within ten (10) business days of Employer's receipt of written notice of the breach from Associate.
- 14.4.2. Employer's owner(s) commits professional misconduct or is disciplined by the [State] Dental Board of Dental Examiners.
- 14.4.3. Any other reasonable or justifiable cause that will impact the reputation and goodwill of the Associate as could be determined by a mutually acceptable impartial third party.

15. Mutual Indemnity. Associate indemnifies and holds Employer harmless and agrees to defend Employer against any and all claims, losses, damages, injuries and liabilities arising from or on account of acts done or not done by Associate, or done or not done by staff persons of Employer under the direct supervision of Associate. Employer indemnifies and holds Associate harmless and agrees to defend Associate against any and all claims, losses, damages, injuries and liabilities arising from or on account of acts done or not done by Employer, or done or not done by staff persons of Employer under the direct supervision of Employer. Notwithstanding any other provisions of this paragraph, the indemnity provision in the case of a professional liability claim shall not apply to the Associate during any period of time in which the Associate is covered for professional liability allegedly occurring during the term of this Agreement pursuant to a policy of professional liability insurance purchased by the Employer on the Associate's behalf pursuant to the terms of this Agreement, or the Associate is otherwise covered for professional liability by professional liability insurance and such insurance is in force. The amount of indemnification owed by the Associate to the Employer and/or by the Employer to the Associate under any circumstances shall be reduced by the amount of insurance proceeds available for the benefit of the Associate and/or the Employer; provided, however, that no provision is intended to, nor shall it have the effect of reducing the amount of available insurance coverage for any Party pursuant to any prohibition against assumed contracted liability or otherwise, and shall be construed in a manner to maximize the availability of such coverage for the benefit of the Employer and/or the Associate.

16. Notices. Any notice required or permitted hereunder shall be in writing and shall be deemed to be delivered either (1) upon personal delivery to the Party to whom such notice is intended,

addressed to the respective Party at such Party's address set forth below, or at such other address as may be subsequently designation by such part in writing to the other Party hereto and delivered in accordance with this Paragraph.

17. **Applicable Law.** This Agreement shall be construed under and in accordance with the internal laws of the State of [State]. Exclusive venue and jurisdiction for any action arising hereunder or in connection herewith shall be in any state or federal court located in [County] County, [State].
18. **Binding Effect.** This Agreement shall be binding upon and shall ensure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.
19. **Severability.** In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal or unenforceable provision shall be severed from this Agreement and shall not affect any other provision herein and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
20. **Prior Agreements Superseded.** This Agreement supersedes any prior understanding or written or oral agreements between the Parties respecting the subject matter of this Agreement. This Agreement contains the entire understanding of the Parties and may not be changed, amended or supplemented except by written agreement duly executed by the Parties hereto.
21. **Attorney's Fees.** The prevailing Party in any cause of action brought hereunder, pursuant hereto or in connection herewith, including without limitation any action for declaratory or equitable relief, shall be entitled to recover from the non-prevailing Party reasonable attorney's fees, expenses and costs of suit incurred by the prevailing Party in such action.
22. **Waiver.** The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.
23. **Headings.** The headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.
24. **Ambiguities.** In the event it shall be determined that there is any ambiguity contained herein, said ambiguity shall not be construed against either Party hereto as a result of such Party's preparation of this Agreement, but shall be entered in favor or against either of the Parties hereto in light of all the facts, circumstances and intentions of the Parties at the time this Agreement comes into effect.
25. **Other Instruments.** The Parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Agreement.
26. **Assignability.** This Agreement is not assignable or delegable by Associate without Employer's prior written consent. However, it is acknowledged and agreed by Associate that Employer may assign its rights and obligations hereunder.
27. **Relationship of Parties.** The relationship of the Parties created by this Agreement is solely that of an employer and Associate. Ownership, equity, and franchise programs, if any, offered by

Employer or Employer's affiliates, are not a benefit of employment. Associate acknowledges that Employer has made no promise of, and Associate is not relying on, any future ownership, equity, rights or other compensation, contingent or otherwise, outside the scope of this Agreement.

- 28. Attorneys.** Associate acknowledges that he has been encouraged to consult with legal counsel of her choosing concerning the terms of this Agreement prior to executing this Agreement. Any failure by Associate to consult with competent counsel prior to executing this Agreement shall not be a basis for rescinding or otherwise avoiding the binding effect of this Agreement. The Parties acknowledge that they are entering into this Agreement freely and voluntarily, with full understanding of the terms of this Agreement. Interpretation of the terms and provisions of this Agreement shall not be construed for or against either Party on the basis of the identity of the Party who drafted the terms or provisions in question. The Parties acknowledge their right to separate legal counsel, and agree to obtain any appropriate advice or opinion about this transaction from their respective attorneys. Any and all advice and/or opinion on the legality, validity, effect, tax consequences and/or other consequences pertaining to these documents or the need for any additional provisions or modifications must be provided by each Party's respective attorneys.

This Employment Agreement is signed by the Parties effective the date stated above.

ASSOCIATE: [ASSOCIATE DENTIST NAME]

By: _____

Date: _____

Address: _____

EMPLOYER: [OPEN AND AFFORDABLE DENTAL AT SOMEWHERE PLLC]

By: _____

[Manager], Manager

Date: _____

Address: [Dental Office Address]

EXHIBIT A
SCHEDULING AND ON-CALL POLICIES

A full-time Associate is required to work a minimum of 36 clinical hours per week. Initially, it is expected that the Associate will work three (3) twelve-hour (12 hour) clinic days per week. The remaining work hours shall be reserved for non-clinical work, e.g. training requirements, continuing education.

Associate is required to work a minimum of two Saturdays per month with start times of 7:30 am and end times of 7:30 pm.

Associate shall maintain an on-call availability minimum of two (2) Practice closed days per month. On-call closed days will be routinely scheduled on the same weekend corresponding to the two (2) weekends Associate works. Practices only require on-call availability on the days they are closed. If the office is open the standard 7:30 am - 7:30 pm six days per week, only one day of on-call duty is required per week divided by the number of doctors practicing at the Practice. On-call availability requires monitoring of Signal messenger OA PSG [Practice] group to answer any questions by Open and Affordable Dental and Braces Answering Service.

All scheduling and on-call availability requirements are presented as a general rule and not a guarantee of maximum or minimum requirements. Schedules are subject to variation without notice to accommodate needs of the Practice. Associate should expect variations to occur in response to the fluctuations in patient volume, patient scheduling demand times, and scheduled or unscheduled absences of other licensed dentists affiliated with Employer.