

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered to be effective as of the 12<sup>th</sup> day of February, 2021, by and between Revitalist, LLC, a limited liability company established and existing under the laws of the State of Tennessee ("Employer"), and Kathryn Walker, an individual residing at [REDACTED] ("Employee").

### RECITALS

A. Employer is a medical practice that specializes in wellness-related services, including, but not limited to, intravenous therapies and other healthcare services (collectively, the "Medical Services" or sometimes the "Medical Practice").

B. Employee is duly licensed by the State of Tennessee as a Nurse Anesthesiologist and has certain additional certifications and/or training.

D. Employee acknowledges that her employment with Employer is conditioned in part upon Employee's execution of this Agreement, and Employee's consent to the non-competition and confidentiality provisions set forth below.

E. Employee further acknowledges that during the course of Employee's employment with Employer, Employee will have substantial contact with its patients, and in furtherance of the Medical Practice, Employee will continue to be encouraged to develop goodwill and professional relationships ("Goodwill and Professional Relationships") with patients of Employer on its time, at its expense and for its benefit.

F. Employee and Employer both acknowledge that the Goodwill and Professional Relationships established by Employee with patients of Employer are valuable and protectable assets of Employer, and that utilization of the Goodwill and Professional Relationships is intended only for the benefit and promotion of the Medical Practice.

G. During Employee's employment with Employer, and at Employer's expense, Employee will receive substantial experience and training that will enhance Employee's skills utilized to affect her duties as a Nurse Anesthesiologist with and for Employer.

H. Employee acknowledges that if her employment with Employer terminates for any reason, and Employee subsequently engages in the delivery of Medical Services individually or with any competitor of Employer, or uses Confidential Information and Developments (defined below) and/or the Goodwill and Professional Relationships within the United States to pursue the delivery of Medical Services or to provide or assist with the provision of Medical Services to any patient of Employer within its Existing Patient Base (defined below), Employee and/or the competitor would have an unfair competitive advantage.

NOW, THEREFORE, in consideration of Employee's employment by Employer and other mutual covenants and obligations herein set forth, the parties hereto agree as follows:

1. **Employment.** Employee's employment with Employer shall commence as of the effective date of this Agreement and shall continue subject to and upon the specific terms, conditions and

provisions set forth herein. Employee agrees to perform her duties and responsibilities on a full-time basis in compliance with all rules, guidelines and standards established by Employer, and as such may be hereafter added or amended.

**2. Term.** The term of this Agreement shall continue for a period of one (1) year ("Initial Term"), unless sooner terminated pursuant to the provisions of this Agreement. Upon expiration of the Initial Term, this Agreement shall automatically renew thereafter for successive twelve (12) month terms, unless either party shall provide the other with written notice of intent not to renew this Agreement no less than thirty (30) days prior to the expiration of the then-current Term. Unless specifically noted, "Term," as used herein shall include the Initial Term and all subsequent terms, if any.

**3. Duties and Responsibilities.**

**3.1 Employee Duties.**

(a) Employee shall furnish to Employer all of her professional skill and ability in the provision of Medical Services on Employer's behalf, in accordance with the laws of the State of Tennessee, the applicable rules and regulations promulgated by the Tennessee Board of Nursing and the principles of medical ethics of the Tennessee Medical Association and the Tennessee Nurse Practice Act statute (all as amended or in effect from time to time). Employee agrees to observe and comply with the rules and regulations of Employer in effect from time to time, whether written or oral, respecting the performance of her duties, and to carry out and to perform orders, directions and policies implemented or adopted by Employer from time to time. The duties of Employee shall include the performance of all of those acts and things relating to Employer's Medical Practice as Employer shall from time to time assign to Employee.

(b) Employee shall provide Medical Services consistent with and within the scope of written protocols developed by Employer, as in effect from time to time (the "Protocols").

(c) All Medical Services provided by Employee shall comply with the standard of care set forth in the Protocols.

(d) Employee may perform only those tasks that are within Employee's range of skills and competence, that are within the usual scope of the Medical Practice, that are consistent with the protection of the health and well-being of Employer's patients, and are set forth in the Protocol.

(e) Employer shall establish the schedule during which Employee shall perform duties under this Agreement, and the location where Employee shall perform such duties.

(f) In addition to the foregoing, Employee shall provide additional administrative and managerial services to Employer relating to the management, marketing, sales and growth of the Medical Practice as may be determined from time to time including, but not limited to, the opening of new clinics and locations for the provisions of Medical Services throughout the world.

**3.2 Fees, Collection and Billing.** Employer, in its sole discretion, shall establish and may modify from time to time professional fees for Medical Services rendered by Employee or any other employee of Employer. Employer shall bill and collect all fees for or connected with Medical Services rendered by Employee. Employer shall own and control all collections and billings arising from or pertaining to Medical Services rendered by Employee or any other employee of Employer. All fees and compensation received or realized by Employer as a result of the rendering of Medical Services by Employee and other employees of Employer shall belong to Employer and be paid and delivered to

Employer. Employee shall cooperate fully with Employer in all activities necessary to collect professional fees for Medical Services rendered by Employee. Employee acknowledges and agrees that the compensation set forth herein represents full and fair consideration for all Services performed by Employee hereunder.

**3.3 Exclusive Service.** Employee shall devote her full, entire and undivided professional time and attention to the provision of the Medical Services and the Medical Practice. Employee shall not engage in professional work in Employee's individual capacity, or in association with others not employed by Employer, nor shall Employee receive any compensation therefor without the express written consent of Employer.

**3.4 Record Keeping.** Employee shall complete all dictation/records for Medical Services provided under this Agreement in accordance with the rules and policies issued or adopted by Employer and/or the hospital in which Medical Services are provided. Employee shall be responsible for completion of all office records for all patient visits in a timely manner, and in accordance with the Employer's policies and procedures as in effect from time to time.

**4. Representations and Warranties of Employee.** Employee represents and warrants to Employer that:

**4.1** Employee is duly licensed to practice as a Nurse Anesthesiologist in the State of Tennessee, and will maintain such licensure in good standing and without restriction, and will timely satisfy all required continuing education or other licensure requirements during the Term of this Agreement;

**4.2** Employee has, and will maintain during the Term of this Agreement, all necessary permits and credentials necessary for Employee to provide Medical Services as a Nurse Anesthesiologist within the State of Tennessee, and as may be required from time to time by Employer; and

**4.3** Employee is not currently subject to any restrictions or limitations on her ability to bill any private or governmental insurance program or carrier for Medical Services.

**5. Compliance with Rules and Regulations; Discipline.** Employee agrees to comply with all rules, regulations and ethical guidelines applicable to her practice as a Nurse Anesthesiologist as previously described in Paragraph 3. In the event of any non-compliance, Employer, as it deems appropriate in carrying out its responsibilities to ensure Employee's compliance with such rules and regulations, may, in its discretion:

**5.1** Issue a formal reprimand to Employee;

**5.2** Require Employee to obtain treatment for a condition that interferes with Employee's professional performance;

**5.3** Limit the performance of Employee's professional responsibilities to the extent such performance does not meet an acceptable standard of practice;

**5.4** Restrict benefits and privileges of Employee accruing to Employee under the terms of this Agreement; and/or

**5.5** Take other and additional action which Employer deems appropriate, in its reasonable discretion.

**6. Compensation and Benefits.**

**6.1 Base Compensation.** During the Term of this Agreement, and until otherwise agreed by the parties in writing, Employer shall pay Employee at the rate of Two Hundred Fifty Thousand Dollars (\$250,000) per year, payable in arrears in accordance with Employer's regular payroll practices then existing. The amount of Employee's Base Salary shall be periodically reviewed and considered by Employer, and may be adjusted by Employer in its sole discretion to take into account Employee's productivity, workload and the Medical Services and other services being provided by Employee to Employer.

**6.2 Bonus Compensation.** Employee shall also be entitled to receive bonus compensation in such amount and at such times as Employer may determine from time to time (the "Bonus Compensation"). Employee's eligibility for Bonus Compensation, and the amount of any Bonus Compensation, shall be reviewed and considered by Employer no less frequently than every six (6) months during the Term of this Agreement, and shall be intended and designed to encourage and reward Employee for productivity in the provision of Medical Services, and the performance of the Medical Practice.

**6.3 Withholding.** Employer shall withhold from all payments made to Employee hereunder such taxes and other withholdings, as shall be required by applicable laws, or as may be authorized by Employer from time to time.

**6.4 Benefits.** In addition to the Base Salary and bonus compensation/commissions payable hereunder, Employee shall be eligible to participate in any additional benefit plans, policies or programs as may be established or offered by Employer to its employees from time to time, pursuant to the terms and conditions of said benefit plans, policies and programs, as in effect from time to time, in the sole discretion of Employer. Without in any way limiting the foregoing, Employee shall be entitled to the benefits listed in Exhibit A during the Initial Term.

**6.5 Facilities and Equipment.** Employer shall furnish the office space, medical equipment, personnel, supplies and other facilities, equipment and services required by Employee to render Medical Services on behalf of Employer. All rights in or with respect to such facilities and equipment provided by Employer shall belong to Employer.

**7. Termination.**

**7.1 Termination with Cause.** This Agreement may be terminated by the Employer immediately at any time, upon written notice to Employee, for Cause. For the purposes of this Agreement, "Cause" shall include the following:

(a) Willful failure of Employee to comply with reasonable directives of Employer, or the policies, standards and regulations established from time to time by Employer, specifically including, but not limited to, the Protocol;

(b) Chronic absenteeism of Employee;

(c) Misconduct of Employee resulting in damage to Employer or its reputation;

(d) Failure of Employee to respond to treatment for alcoholism or other substance abuse;

(e) Chronic illness, disability, or failing health of Employee which materially affects the ability of Employee to practice as a Nurse Anesthesiologist or otherwise perform Medical Services hereunder for a period in excess of sixty (60) days in the aggregate within any Term of this Agreement;

(f) Loss, suspension or restriction of Employee's license to practice as a Nurse Anesthesiologist in the State of Tennessee, and/or Employee's certification(s) listed on Exhibit A hereto;

(g) Fraud, misappropriation, embezzlement, or similar conduct by Employee;

(h) Employee's conviction of or pleading guilty *nolo contendere* to any felony or misdemeanor involving moral turpitude;

(i) Commission of any improper billing activities by Employee;

(j) Employee's failure to qualify for professional insurance in amounts set by Employer at standard rates;

(k) Employee's failure to remain eligible for participation in the Medicare program or any state operated health care program, such as TennCare;

(l) Employee's engaging in competition with Employer, as defined herein;

(m) Employee's disclosure of proprietary information of Employer as defined herein, except when such disclosure is within the proper scope of Employee's employment; or

(n) Any other material breach or default hereunder by Employee which shall remain uncured to Employer's reasonable satisfaction, for a period of five (5) days after Employee's receipt of written notice of default from Employer.

**7.2 Termination without Cause.** Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated by either party without Cause upon thirty (30) days' written notice to the other party.

**7.3 Effect of Termination or Expiration.** Upon the termination or expiration of this Agreement for any reason, with or without Cause, the parties agree as follows:

(a) In the event of any termination of this Agreement, Employee shall be entitled to payment of Base Salary and any earned but unpaid Bonus Compensation. Otherwise, Employee shall have no right to any payment for Medical Services except as expressly provided herein.

(b) In the event Employer has in force "claims made" insurance covering Employee at the time of the termination or expiration of this Agreement, Employee shall pay the appropriate reporting endorsement (known as "tail coverage") for medical malpractice insurance carried by Employer on Employee; provided, however, that Employer will be responsible for payment of such amount in the event this Agreement is terminated by Employer without Cause.

(c) In the event that Employer shall be damaged as a result of Employee's embezzlement, or similar acts or omissions to act, or a result of a breach of a duty of loyalty to Employer, Employer may offset any payment due hereunder in an amount equal to the damage or loss incurred thereby, including, but not limited to, court costs, attorneys' fees, paralegal fees, accountant's fees, expert witness fees, and other expenses (regardless of whether litigation is actually commenced).

## **8. Confidential Information and Developments.**

### **8.1 Definitions.**

(a) "Confidential Information" means all of the materials, information and ideas of Employer, including, without limitation, patient names, patient lists, patient records, patient information, operational methods and information, accounting and financial information, marketing and pricing information and materials, internal publications and memoranda, mailing lists, proposals, contracts, computer programs, and data contained therein, systems, specifications, plans, studies, research and development activities, techniques, procedures, methods, databases, office handbooks and any other material or documentation pertaining to Employer or its business operations (and copies of same) in any format.

(b) "Developments" means and includes all Confidential Information, inventions, computer programs, copyright works, trademarks and other intellectual property made, conceived or authored by Employee, alone or jointly with others, while employed by Employer, at any time, that are within the existing or contemplated scope of Employer's Medical Practice, or the business of any entity which is affiliated with or owned or controlled at any time by Employer during Employee's employment, at which time the Developments are made, conceived, authored, or results from or that may be suggested by any work or project performed or to be performed by any other employee or shareholder of Employer for and on behalf of Employer.

**8.2 Fiduciary Capacity.** Employee shall hold all Confidential Information and Developments in a fiduciary capacity for the use and benefit of Employer in furtherance of the Medical Practice. The obligations of Employee hereunder shall survive the termination or expiration of this Agreement.

**8.3 Surrender of Records and Materials.** On termination or expiration of employment with Employer by either party, for any reason whatsoever, Employee shall promptly return to Employer all Confidential Information and Developments. Employee acknowledges that all Confidential Information and Developments, in whatever form or medium, is Employer's property; and Employee specifically agrees that she shall not remove any Confidential Information or Developments or use the information contained therein for her personal benefit or the benefit of any other person or entity (except Employer) during the course of her employment or from and after the termination of her employment with Employer, for any reason whatsoever.

**8.4 NonDisclosure.** Employee shall not disclose any Confidential Information or Developments to others, nor use any Confidential Information or Developments in any way except in furtherance of her services for and on Employer's behalf. Employee acknowledges and agrees that any distribution, dissemination or reproduction of any Confidential Information or Developments by her or her agents, either directly or indirectly, shall constitute willful misconduct for which Employer may immediately terminate Employee's employment.

### **8.5 Work Made for Hire.**

(a) **Generally; Assignment.** Any and all Developments or other material created, developed, discussed or conceived by Employee during the course of this Agreement shall be deemed to have been created or prepared for Employer as a "work made for hire" pursuant to the Copyright Act of 1976, and shall be the sole property of Employer. If for any reason any of the Developments shall be deemed not to be a "work made for hire," this Agreement shall constitute an assignment by Employee to Employer of all rights to and in said Developments. Employee acknowledges that all Developments are the property of Employer, and hereby assigns to Employer all of her rights, title and interest to such Developments. Additionally, Employer shall have the perpetual, royalty-free, exclusive license to fully utilize the Developments for any purposes.

(b) **Disclosure of Intellectual Property.** Upon request by Employer, at any time during Employee's employment with Employer or thereafter, Employee will submit to Employer written disclosures of all intellectual property made, conceived or authored by Employee, alone or jointly with others, while employed by Employer. Employee further agrees to provide proper assistance and cooperation, and execute any and all documents deemed necessary by Employer, to preserve Employer's legal rights in all Developments, without charge to Employer, but at Employer's expense.

9. **NonCompetition.** For so long as Employee shall continue to be employed by Employer, and for a period of twelve (12) months following termination of Employee's employment, for any reason (including expiration and non-renewal of this Agreement), Employee shall not, directly or indirectly, individually or as an owner, partner, member, shareholder, joint venturer, director, agent, employee, consultant or otherwise, provide services substantially similar to the Medical Services described herein within the United States.

10. **NonSolicitation.**

10.1 **Existing Patient Base.** So long as Employee shall continue to be employed by Employer, and for a period of twelve (12) months following termination of such employment for any reason (including expiration and non-renewal), Employee will not, directly, or indirectly, contact any of Employer's Existing Patient Base for any purpose other than in furtherance of Employee's employment with Employer, and specifically shall not solicit for the provision of Medical Services any Employer patient within its Existing Patient Base to whom Employee has provided Medical Services, or otherwise divert Medical Services of such patient away from Employer. As used herein, the "Existing Patient Base" (as of Employee's employment termination) is defined as all patients of Employer for whom Employer provides Medical Services or has provided Medical Services during Employee's employment, within two (2) years prior to the termination date of Employee's employment with Employer.

10.2 **Employees and Contractors.** For a period of twelve (12) months after the termination of Employee's employment with Employer for any reason (including expiration and non-renewal), Employee shall not, directly or indirectly, employ or engage as an independent contractor, or solicit for employment or advise or recommend the solicitation for employment or engagement as an independent contractor, any employee or independent contractor of Employer, or any of its associates, whether fulltime, parttime, or working on commission.

11. **Acknowledgment of Parties.** The specific intent of Sections 8, 9 and 10 hereof is to prevent Employee's use of Confidential Information, Developments, Goodwill and Professional Relationships and/or competition with Employer in such a manner that will cause Employer to lose patients, not prohibit Employee's ability to render Medical Services to, for the benefit of, or on behalf of another person or entity that is not in competition with the Medical Practice or is being considered for proposal by Employer to a member of its Existing Patient Base. Further, the parties acknowledge that this Agreement is premised upon their mutual respect and trust, and that Employee's continued employment

hereunder is specifically premised upon the warranty and representation that Employee will not disclose or otherwise use, or permit to be used, any Confidential Information, Developments and Goodwill and Professional Relationships, at any time, other than as permitted hereunder.

**12. Enforcement.**

**12.1 Generally.** If Employee engages in any activity prohibited by the provisions of this Agreement, Employer may petition a court of law or equity for an immediate injunctive relief and/or for monetary damages, in order to cause Employee to cease and desist from any further breach of this Agreement and/or to compensate Employer for its losses as a result of such breach. If Employee shall engage in any activity in violation of the provisions of this Agreement, the terms of the covenants set forth herein shall be tolled until such violation shall cease and said term shall begin again only when Employee shall be in compliance with the provisions of such covenant, whether voluntarily or pursuant to a court order. Employer shall be given the broadest protection allowed by law with respect to the provisions of this Agreement.

**12.2 Injunctive Relief.** Employee acknowledges that in the event of her breach, or threatened breach of any of the provisions of this Agreement, Employer's remedy at law would be inadequate, and that the damages flowing from such breach would not be readily susceptible of being measured in monetary terms. Accordingly, upon Employee's violation or threatened violation of any of the foregoing provisions, Employer shall be entitled to immediate injunctive relief and it may obtain a temporary order restraining any threatened or further breach, without the necessity of posting bond, as well as any other remedies to which Employer may be entitled.

**13. Miscellaneous.**

**13.1 Patient Records.** Employee shall have no rights of ownership, title or possession with respect to records or charts of any patient, such being the exclusive property of Employer.

**13.2 Notices.** Any notices, requests and other communications hereunder shall be in writing and shall be deemed duly given if hand delivered or mailed first class, postage prepaid, certified mail, return receipt requested, addressed as set forth hereinafter, or to such other address as any person or entity may designate in writing, and delivered as herein provided:

**If to Employer:**

Revitalist, LLC

Attn: \_\_\_\_\_

\_\_\_\_\_

**If to Employee:**

Kathryn Walker

\_\_\_\_\_

**13.3 Severability.** The provisions of this Agreement are deemed by the parties to be severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision.



**13.4 Governing Law; Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to rules concerning conflicts of law; and venue and jurisdiction for any proceeding involving any matter arising from or pertaining to this Agreement shall be exclusively in a federal court or state court located in Knox County, Tennessee.

**13.5 Entire Agreement.** This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof and cannot be amended except by a writing signed by both parties. No waiver of any term or provision of this Agreement shall be deemed to be a waiver of any subsequent breach of such term or provision of this Agreement. This Agreement supersedes and replaces in their entirety any and all other employment agreements, oral or written, if any, between the parties hereto.

**13.6 Assignment.** Employee acknowledges that the services to be rendered by Employee are unique and personal. Accordingly, Employee may not assign any of Employee's rights or delegate any of Employee's duties or obligations under this Agreement. Any assignment or attempted assignment, transfer or pledge of this Agreement or of the interest of Employee herein by Employee, shall be null and void, and at the option of Employer, this Agreement may be terminated immediately. Employer may assign, transfer and convey its rights and obligations hereunder to any parent company, subsidiary, or successor-in-interest. The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon the successors, heirs and assigns of the parties hereto, whenever the context admits or requires.

**13.7 Contract Modifications for Prospective Legal Events.** In the event any state or federal laws or regulations, now existing or enacted or promulgated after the effective date of this Agreement, are interpreted by judicial decision, a regulatory agency or legal counsel to Employer in such a manner as to indicate that the structure of this Agreement may be in violation of such laws or regulations, Employer and Employee shall amend this Agreement as necessary. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangements between Employer and Employee.

**13.8 Waiver of Breach.** No covenant or condition of this Agreement can be waived except by the written consent of the parties. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party and, until complete performance thereof, said party shall be entitled to invoke any remedy available under this Agreement or by law or in equity notwithstanding said forbearance or indulgence.

**13.9 Further Assurances.** The provisions of this Agreement are intended to be self-operative and shall not require further agreement by the parties except as otherwise specifically provided herein. Nevertheless, both parties agree to cooperate fully to execute any and all supplementary documents, and to take all additional actions that are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intentions of this Agreement.

**13.10 Costs and Expenses.** If either party is required to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover from the other party all attorneys' fees, court costs, paralegal fees, accountant's fees, expert witness fees, and other expenses incurred by the prevailing party in connection with the enforcement of those rights (regardless of whether litigation is actually commenced).

**13.11 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but which together shall represent one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**EMPLOYER:**

**Revitalist, LLC**

By: "Patrick Gray"  
Title: Director

**EMPLOYEE:**

"Kathryn Walker"  
Kathryn Walker

**EXHIBIT A**

**Benefits**

1. Employee shall be entitled to six (6) weeks of paid time off per year, any unused portion of which may, subject to Employer policies, be either rolled over for use in future years, or purchased from Employee.
2. Employer shall pay for professional liability insurance for Employee in such amounts and upon such terms as may be determined by Employer.
3. Employer shall pay for Employee's annual membership in the American Psychiatric Nurses Association, the American Association of Nurse Anesthetists, the Neuroscience Institute, the American Society of Ketamine Physicians, and the National Association of Social Workers.
4. Employer shall pay for Employee's license fees for her licensure as a Registered Nurse, Advanced Practice Registered Nurse, and her licensure with the Drug Enforcement Agency.
5. Employer shall pay for or reimburse Employee up to Five Thousand Dollars (\$5,000) per year for continuing and professional education and professional conferences.
6. Employer shall pay for or reimburse Employee up to Fifteen Thousand Dollars (\$15,000) per year for automobile mileage and/or maintenance.
7. In addition to Items 3 through 6 above, Employer shall reimburse Employee for reasonable business expenses incurred by her in connection with services provided by her hereunder which are approved in advance by Employer.
8. Employee shall submit reasonably detailed evidence of any expense described above for which she is seeking payment or reimbursement describing the expense, its purpose, and such other information as Employer may deem necessary. All such documentation shall meet all applicable IRS requirements.