

# Associate Doctor

## EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made effective as of  by and between Pain 2 Wellness Center, LLC of 3910 Cascade Road, Atlanta, Georgia, 30331 and  of .

1. Pain 2 Wellness Center, LLC is engaged in the business of Chiropractic Wellness Center.  will primarily perform the job duties at the following location: 3910 Cascade Road, Atlanta, Georgia. Pain 2 Wellness Center, LLC desires to have the services of .  is an at will employee of Pain 2 Wellness Center, LLC. Either party is able to terminate the employment agreement at any time.

Therefore, the parties agree as follows:

1. **EMPLOYMENT.** Pain 2 Wellness Center, LLC shall employ  as a(n) Doctor of Chiropractic.  shall provide to Pain 2 Wellness Center, LLC duties as needed.  accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of Pain 2 Wellness Center, LLC and Pain 2 Wellness Center, LLC's supervisory personnel.
2. **BEST EFFORTS OF EMPLOYEE.**  agrees to perform faithfully, industriously, and to the best of  ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Agreement, to the reasonable satisfaction of Pain 2 Wellness Center, LLC. Such duties shall be provided at such place(s) as the needs, business, or opportunities of Pain 2 Wellness Center, LLC may require from time to time.
3. **OWNERSHIP OF SOCIAL MEDIA CONTACTS.** Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, YouTube, or other social media networks) used or created on behalf of Pain 2 Wellness Center, LLC are the property of Pain 2 Wellness Center, LLC.
4. **COMPENSATION OF EMPLOYEE.** As compensation for the services provided by  under this Agreement, Pain 2 Wellness Center, LLC will pay  as follows:

Doctor of Chiropractic ( Unlicensed Graduate) the hourly rate of pay will be \$20 per hour require approximately 30-40 hours per week.

After GA license is obtained there will be **90 day Probation Period:** The base salary will be **\$65,000 a year or \$2,709 paid bi-monthly** around the 15<sup>th</sup> and the end of the month as determined by ADP payroll services.

After 90 Probation the salary will be **\$80,000 a year or \$3,077.00 paid bi-monthly** around the 15th and the end of the month as determined by ADP payroll services.



5. **Bonus.** To be determined based on clinic productivity and profitability.
6. **RECOMMENDATIONS FOR IMPROVING OPERATIONS.** [Type Full Name] shall provide Pain 2 Wellness Center, LLC with all information, suggestions, and recommendations regarding Pain 2 Wellness Center, LLC's business, of which [Type Full Name] has knowledge, that will be of benefit to Pain 2 Wellness Center, LLC.
7. **CONFIDENTIALITY.** [Type Full Name] recognizes that Pain 2 Wellness Center, LLC has and will have information regarding the following:
- inventions
  - products
  - product design
  - processes
  - technical matters
  - trade secrets
  - copyrights
  - customer lists
  - prices
  - costs
  - discounts
  - business affairs
  - future plans
  - Patient conditions and recovery.

and other vital information items (collectively, "Information") which are valuable, special and unique assets of Pain 2 Wellness Center, LLC. [Type Full Name] agrees that [Type Full Name] will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any Information to any third party without the prior written consent of Pain 2 Wellness Center, LLC. [Type Full Name] will protect the Information and treat it as strictly confidential. A violation by [Type Full Name] of this paragraph shall be a material violation of this Agreement and will justify legal and/or equitable relief.

8. **UNAUTHORIZED DISCLOSURE OF INFORMATION.** If it appears that [Type Full Name] has disclosed (or has threatened to disclose) Information in violation of this Agreement, Pain 2 Wellness Center, LLC shall be entitled to an injunction to restrain [Type Full Name] from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. Pain 2 Wellness Center, LLC shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.
9. **CONFIDENTIALITY AFTER TERMINATION OF EMPLOYMENT.** The confidentiality provisions of this Agreement shall remain in full force and effect for a period of 2 years and as directed by HIPPA after the



voluntary or involuntary termination of [Type Full Name] employment. During such period, neither party shall make or permit the making of any public announcement or statement of any kind that [Type Full Name] was formerly employed by or connected with Pain 2 Wellness Center, LLC.

10. **NON-COMPETE AGREEMENT.** [Type Full Name] recognizes that the various items of Information are special and unique assets of the company and need to be protected from improper disclosure. In consideration of the disclosure of the Information to [Type Full Name], [Type Full Name] agrees and covenants that during his or her employment by Pain 2 Wellness Center, LLC and for a period of 2 years following the termination of [Type Full Name] employment, whether such termination is voluntary or involuntary, [Type Full Name] will not directly or indirectly engage in any business competitive with Pain 2 Wellness Center, LLC.

This covenant shall apply to the geographical area that includes the area within a 5 mile radius-mile radius of From and existing Pain 2 Wellness Center practice locations. Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of Pain 2 Wellness Center, LLC for the benefit of a third party that is engaged in such business. [Type Full Name] agrees that this non-compete provision will not adversely affect [Type Full Name]'s livelihood.

11. **EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER.** [Type Full Name] shall not have the right to make any contracts or commitments for or on behalf of Pain 2 Wellness Center, LLC without first obtaining the express written consent of Pain 2 Wellness Center, LLC.

12. **BENEFITS.** [Type Full Name] shall be entitled to employment benefits, as provided by Pain 2 Wellness Center, LLC's policies in effect during the term of employment. These benefits include:

- Vacation time – 1 week after six months, 2 weeks after one year
- Malpractice Insurance
- Retirement Fund after 1 year; will match 50% up to legal limit
- Continuing Education Required by State – Local

13. **TERM/TERMINATION.** [Type Full Name] employment under this Agreement shall be for Three Month Probationary Period, beginning on [May 11, 2025]. This Agreement may be terminated by Pain 2 Wellness Center, LLC upon 24 hours written notice, and by [Type Full Name] upon 2 weeks written notice. If [Type Full Name] is in violation of this Agreement, Pain 2 Wellness Center, LLC may terminate employment without notice and with compensation to [Type Full Name] only to the date of such termination. The compensation paid under this Agreement shall be [Type Full Name]'s exclusive remedy.

14. **TERMINATION FOR DISABILITY.** Pain 2 Wellness Center, LLC shall have the option to terminate this Agreement, if [Type Full Name] becomes permanently disabled and is no longer able to perform the essential functions of the position with reasonable accommodation. Pain 2 Wellness Center, LLC



shall exercise this option by giving 24 hours written notice to

15. **COMPLIANCE WITH EMPLOYER'S RULES.**  agrees to comply with all of the rules and regulations of Pain 2 Wellness Center, LLC.
16. **RETURN OF PROPERTY.** Upon termination of this Agreement,  shall deliver to Pain 2 Wellness Center, LLC all property which is Pain 2 Wellness Center, LLC's property or related to Pain 2 Wellness Center, LLC's business (including keys, records, notes, data, memoranda, models, and equipment) that is in  possession or under  control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by
17. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

Employer:

Pain 2 Wellness Center, LLC  
Winston Carhee, DC  
President  
3910 Cascade Road  
Atlanta, Georgia 30331

Employee:

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.



19. **AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.
20. **SEVERABILITY.** If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
21. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
22. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Georgia.
23. **SIGNATORIES.** This Agreement shall be signed by Winston Carhee D.C., President on behalf of Pain 2 Wellness Center, LLC and by  in an individual capacity. This Agreement is effective as of the date first above written.

Winston Carhee D.C., President

Pain 2 Wellness Center, LLC

Date:

Associate Doctor

Date:



Winston Carhee DC

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Signed By Winston Carhee  
Signed On: September 18, 2021



# Signature Certificate

Document name: Associate Doctor

Unique Document ID: FFC87D8849A3C447E7F24F493173EAF88640A5E7



**Timestamp**

May 22, 2020 5:44 pm EDT

**Audit**

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