

April 7th, 2023

Dear Dr. Miranda de la Vega,

I am delighted to offer you the exempt position with Pathway Vet Alliance LLC doing business as Thrive Pet Healthcare and its affiliates ACCESS Los Angeles. A summary of the anticipated terms and conditions of your employment with the Company are as set forth below:

1. **Position.** Veterinary Surgeon & Orthopedic Fellow
2. **Location.** ACCESS Los Angeles
3. **Schedule.** 40 hours per week
4. **Start Date.** October (TBD), subject to your clearance of contingencies.
5. **Term.** Your employment will be for an initial term of 2 years.
6. **Compensation.** As compensation for your services, you will receive:
 - a. Annual base salary of \$250,000.00
 - b. Production pays in the amount by which your credited production for the prior quarter exceeds your base pay for that quarter. Your credited production will be 25% for services, 15% for products, 5% for over-the-counter products and will be calculated according to the Company's doctor production policy.

Other Payments and Benefits. You will receive the following additional payments and benefits, in each case subject to the Company's standard policies and programs related to such payments and benefits, including eligibility requirements:

- c. A relocation allowance of up to \$10,000.
 - d. A signing bonus of \$85,000. paid following your Start Date and subject to recoupment for the 24-month period following your Start Date.
 - e. Participation in the Company's group healthcare plan, group insurance programs, 401(k) and other standard employee benefit plans made available by the Company to all its employees.
 - f. 120 hours of paid time off per calendar year. Once boards are passed this will increase to 160 hours of paid time off per calendar year.
 - g. 40 hours of additional paid leave per calendar year for continuing education.
 - h. Additional leave for board preparation of 8 weeks paid leave for first try, 3 weeks paid leave and 3 weeks unpaid leave for second try and 6 weeks unpaid leave for third try.
 - i. A discretionary fund of \$5000. per calendar year.
7. **Payroll Policies.** All compensation and other payments will be paid according to the Company's payroll policies and will be less applicable federal and state withholding amounts and authorized payroll deductions.

8. **Contingent Offer.** The Company conducts a drug test, background investigations and reference checks on all of its potential employees. You must also have a license to practice veterinary medicine in each state where you will provide veterinary services, as set forth in the Offer Letter. You agree that you are authorized to work in the United States without delay. For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States by completing the Form I-9. Such documentation and the completed I-9 must be provided to us within three (3) business days of your date of hire, or our employment relationship with you may be terminated. The Company participates in E-Verify which is a web-based system that allows the Company to determine your eligibility to work in the United States using information provided on your Form I-9. The E-Verify system confirms eligibility with both the Social Security Administration and the Department of Homeland Security. Your offer and the commencement of your employment with the Company is contingent upon satisfactory clearance of these checks.
9. **Employment and Covenant Agreements.** The commencement of your employment with the Company is contingent upon the execution, and delivery to the Company, of an Employment Agreement and Covenant Agreement on the Company's standard forms, prior to your Start Date. The Employee Agreement will contain the material terms and conditions of your employment. The Covenant Agreement will cover certain obligations—such as an obligation not to compete, not to solicit employees, not to solicit clients, and not to disclose the Company's confidential business information—subject to applicable state law.

To indicate your acceptance, please sign and date this Offer Letter in the space provided below and return it to me. This offer of employment will terminate if it is not accepted, signed, and returned by #1 business days from the date of this Offer Letter.

Very truly yours,



Anahita Cameron
Chief People Officer
Pathway Vet Alliance LLC

ACKNOWLEDGMENT

By signing below, I indicate my acknowledgment and acceptance of the terms and conditions of employment, as set forth in this Offer Letter.

Dr. Miranda de la Vega

Date: _____



DOCTOR PRODUCTION POLICY

(as of December 12, 2021)

This Doctor Production Policy of Pathway Vet Alliance LLC and its affiliates (the “**Company**”) sets forth certain terms applicable to the compensation of veterinarian employees of the Company (each, a “**Doctor**”) who are paid in whole or in part based on production. This Policy is intended to supplement the terms of an employment agreement between the Company and the Doctor (each, a “**Doctor Agreement**”). This Doctor Production Policy may be amended from time to time by the Company.

- **Production Pay.** A Doctor’s production pay is the amount by which a Doctor’s Credited Production for the applicable period exceeds the Doctor’s Base Pay (if any) for the period (“**Production Pay**”). A Doctor’s Base Pay and Credited Production are set forth in the applicable Doctor Agreement. Production Pay is calculated separately for each Company facility where the Doctor provided services during the applicable period.
- **Definitions.** The following definitions apply for purposes of calculating Production Pay under a Doctor Agreement:
 - “**Net Revenue**” means, for a specified period, the gross revenue recorded in that period less all discounts (including, but not limited to, marketing, courtesy, and employee discounts but excluding discounts on Services offered in the Programs) and bad debt written off in that period.
 - “**OTC Products**” means over-the-counter products and prescription diets dispensed at the time of a visit where a fee is charged for the Doctor’s examination time.
 - “**Products**” means prescription drugs, including non-routine refills that require the Doctor’s review and approval but excluding sales of prescription drugs where an online pharmacy is utilized.
 - “**Programs**” means membership-based pet health and wellness discount programs offered by Pathway Vet Alliance LLC and/or National AVC, LLC d/b/a Thrive Pet Healthcare.
 - “**Services**” means services overseen by or performed by the Doctor, including examination fees, imaging procedures, in-house and external laboratory fees, anesthesia, surgery, professional hospitalization fees, treatments, immunizations, dental procedures, medical care for animals being boarded, consultation fees charged to clients and euthanasia fees.
- **Exclusions.** Credited Production excludes: services and consultations performed for the practice by outside specialists or mobile service providers; internal service and maintenance costs; sales tax amounts; shipping fees; bio-hazardous waste fees; boarding fees; body disposal and cremation fees; copying of radiographs; surgical implants not included in surgery fees; supplies, surgical packs and equipment; other high cost items or facility related fees with a minimal mark-up and/or greater than normal expense identified by the Company from time to time; sales of prescription drugs where an online pharmacy is utilized; products purchased upon the initiative of clients after the conclusion of the doctor-client visit; over-the-counter products purchases in connection with a follow-up visit where no fee is charged for the Doctor’s reexamination time; any fees for laboratory work not associated with an exam where the Doctor is not involved with the laboratory work or communicating the results; any fees or other items specifically excluded under the applicable Doctor Agreement; and any medical, dental and/or surgical treatments, products, or care for the Doctor’s pets where such treatments, products, or care are provided to the Doctor at a discount.
- **No Duplication.** Notwithstanding anything in this Doctor Production Policy or a Doctor Agreement to the contrary, a Doctor may not receive duplicate payments attributable to the same revenue item and no revenue item may be double-counted for purposes of calculating a Doctor’s compensation.