

OPTOMETRIST EMPLOYMENT AGREEMENT

This **OPTOMETRIST EMPLOYMENT AGREEMENT** (this “*Agreement*”) is entered into effective as of the Agreement Execution Date set forth on Schedule I (the “*Effective Date*”), by and between **AEG FLORIDA PROFESSIONAL, PLLC**, a Florida professional limited liability company (“*Practice*”), and **OD FIRST NAME OD LAST NAME, O.D.**, an individual (“*Optometrist*”). Practice and “Optometrist” are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

A. Practice desires to employ Optometrist, and Optometrist desires to be employed by Practice, for the provision of professional optometry services.

B. This Agreement sets forth the terms and conditions of Optometrist’s employment by Practice for the provision of professional optometry services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Employment. Practice employs Optometrist to render the Services for the benefit of Practice’s patients and the business and affairs of Practice in the state or states set forth on the signature page hereto (individually and collectively, the “*State*”), and Optometrist accepts such employment, in each case, on the terms and conditions set forth in this Agreement.

1.1. Services. Optometrist shall provide the following services and/or perform the following tasks (collectively, the “*Services*”), in each case, in accordance with the standards of care set forth below in Section 7:

(a) Professional optometric care and support for Practice’s patients (including, but not limited to, interviews, examinations, treatments), in each case, consistent with those typically provided by a licensed optometrist and in accordance with the work schedule set forth on Schedule I;

(b) Timely keep, sign, submit and maintain (or cause to be timely submitted and maintained) appropriate charts, records, reports, claims, and correspondence necessary and appropriate for the professional services provided by Optometrist or as otherwise required by Practice, including timely finalizing charts in accordance with policies and procedures;

(c) Abiding by reasonable guidelines established by Practice designed to encourage the appropriate, efficient, and cost-effective delivery of optometry services, subject to the clinical judgment and final determination of Optometrist;

(d) Maintain and improve Optometrist’s professional skills consistent with industry standards through continuing education and training;

(e) Cooperating with, and participating in, all programs and surveys established by Practice with respect to quality assurance, utilization review, risk management, and peer review;

(f) Provide afterhours coverage consistent with Practice’s then current policies and procedures regarding the same (as may be changed by Practice from time-to-time);

(g) Maintain Optometrist’s license to practice optometry in the State; and

(h) Perform any other duties as may reasonably be requested by Practice which are consistent with the role of an optometrist at a professional organization.

1.2. Location. Optometrist shall provide the Services at the location(s) set forth on Schedule I or as otherwise mutually agreed by both Practice and Optometrist, which Services shall be provided to the Practice’s patients assigned to Optometrist by Practice.

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2. **Schedule.** Optometrist shall provide the Services in accordance with the work schedule set forth on Schedule I, including any additional administrative time that may be required in the provision of such Services consistent with typical industry practices.

3. **Compensation.** Practice shall pay Optometrist the compensation set forth on Schedule I (the “**Compensation**”). All Compensation shall be subject to, and Optometrist consents to, withholding for income tax and other employment tax amounts, social security, and as otherwise required or appropriate with respect to compensation paid by an employer to an employee. In the event Optometrist is unable to perform the Services by reason of any mental or physical illness, injury, or incapacity for 30 consecutive days or for 45 days during any 60-day period (the “**Extended Leave**”), Practice may adjust the Compensation otherwise payable to Optometrist in the future to recoup any overpayments to Optometrist during the Extended Leave; provided, that such adjustment shall not extend longer than is required to recoup the overpaid amount. Where this Section 3 conflicts with any health and accident plan of Practice that covers Optometrist, the provision which will yield to Optometrist the greatest coverage shall be deemed the provision applicable to Optometrist.

4. **Benefits.**

4.1. **Paid Time Off (PTO).** Optometrist shall be entitled to paid time off (including vacation, sick days, and attendance at conventions and/or continuing education meetings) during the term of this Agreement as set forth on Schedule I, all in accordance with Practice’s then-current policies and procedures, as such policies and procedures may be changed by Practice from time to time in Practice’s sole and absolute discretion.

4.2. **Professional Liability Insurance.** Practice shall carry, and pay for (i.e., pay applicable insurance premiums), professional liability insurance coverage insuring Practice and Optometrist for professional errors, omissions, negligence, incompetence, and malfeasance in the amount of not less than the amount set forth on Schedule I for each claim and in an aggregate limit during the policy term of not less than the amount set forth on Schedule I. Optometrist may obtain primary, supplemental, or additional professional liability insurance coverage as Optometrist desires at the sole expense of Optometrist. Optometrist shall notify Practice immediately upon Optometrist’s receipt of notice of a potential professional liability claim against Optometrist, Practice, and/or any other Optometrist employed by Practice.

4.3. **Other Benefits.** Except as otherwise set forth on Schedule I and subject to the limitations described therein, Optometrist shall be (a) eligible to participate in any health insurance, dental insurance, group life insurance, disability insurance, or similar program, (b) eligible to participate in any pension and/or profit-sharing plans, and (c) entitled to be reimbursed by Practice for fees incurred by Optometrist relating to fulfilling continuing education and licensure requirements of the State’s Board of Optometry, in each case, as made available to Practice’s optometrists and in accordance with the terms and provisions of any such programs or the Practice’s applicable policies and procedures then in effect.

5. **Term and Termination.**

5.1. **Term.** This Agreement shall be effective for an initial term beginning on the Effective Date and ending at 11:59:59 p.m. on the “**Agreement Expiration Date**” set forth on Schedule I (the “**Initial Term**”). Upon expiration of the Initial Term or any subsequent Renewal Term, this Agreement shall automatically renew for a period equal to the renewal term set forth on Schedule I (each, a “**Renewal Term**” and, collectively together with the Initial Term, the “**Term**”) unless either Party has notified the other Party, in writing, at least 90 days prior to the end of the Initial Term or then-current Renewal Term, as applicable, of the non-renewal of this Agreement.

5.2. **Termination.**

(a) Either Party may terminate this Agreement (for any reason or no reason) upon at least 90 days' prior written notice to the other Party.

(b) This Agreement shall terminate upon the mutual written consent of the Parties.

(c) Either Party may terminate this Agreement upon prior written notice to the other Party in the event such other Party materially breaches this Agreement and fails to cure such breach within 30 days following receipt of written notice reasonably describing such breach.

(d) This Agreement may be terminated immediately by Practice upon the occurrence of any of the following events:

(i) The failure to obtain, suspension, restriction, limitation, revocation, cancellation, or non-renewal of Optometrist's license to practice optometry in the State;

(ii) The imposition of any suspension, restriction, or limitation by any private payor or governmental authority (including, without limitation, Medicare and Medicaid programs) which adversely affects Optometrist's ability to perform the Services (except as a result of a clerical error made by Practice);

(iii) Optometrist's engaging in conduct amounting to fraud, dishonesty, gross negligence, or willful misconduct or conduct that is illegal;

(iv) Optometrist's engaging in conduct that is unprofessional, unethical, or detrimental to the reputation, character, and standing of Practice and Optometrist's failure to cure and/or correct such conduct within 30 days following receipt of written notice from Practice;

(v) Optometrist's revocation of Optometrist's assignment to Practice or Practice's designee of the right to bill and collect for all professional services performed by Optometrist under Practice's provider number and/or tax identification number;

(vi) Optometrist's violation of any restrictive covenant in this Agreement and Optometrist's failure to cure and/or correct such conduct within 30 days following receipt of written notice from Practice.

(e) This Agreement shall terminate immediately upon the death of Optometrist.

(f) Practice may terminate this Agreement at any time after Optometrist has been absent from employment, for whatever cause, for a continuous period of more than 90 days.

5.3. Early Termination Fee. If Optometrist terminates this Agreement and fails to provide the required advance written notice set forth in Section 5.2 (if any) or fails to perform the Services through the end of the Term, Optometrist shall pay to Practice an amount equal to the Early Termination Damages set forth on Schedule I. If Practice terminates this Agreement and fails to provide the required advance written notice set forth in Section 5.2 (if any), Practice shall continue to pay Optometrist the Compensation on a bi-weekly basis through the end of such required notice period. For the avoidance of doubt, no Early Termination Damages shall be payable in the event of the death or disability of Optometrist.

5.4. Effect of Termination. Upon any termination of this Agreement, neither Party shall have further rights against, or obligations to, the other Party except with respect to any rights or obligations accruing prior to the date and time of termination and such rights and obligations that expressly survive termination of this Agreement.

6. Representations and Warranties. Optometrist represents and warrants that (a) Optometrist is licensed to practice optometry in the State, and (b) Optometrist has never (i) had Optometrist's license to practice optometry suspended or revoked in any state or jurisdiction, and (ii) been reprimanded, sanctioned, or disciplined by any licensing board or any state or local optometry society or optometry governing body.

7. Standard of Care.

7.1. Best Efforts. Optometrist shall devote Optometrist's best efforts to the provision of the Services.

7.2. Medical Decisions. Practice and Optometrist acknowledge and agree that the decisions regarding the diagnosis and treatment of patients are the province of an Optometrist, and therefore, all such decisions will be the responsibility of Optometrist.

7.3. Quality of Services. Optometrist shall render all Services in a manner that is (a) compliant with all state and federal statutes and regulations applicable to the professional practice of optometry, (b) compliant with all applicable canons of professional ethics and will not injure the reputation of Practice or Practice's employees, and (c) consistent with professional standards of quality and practice protocols and policies as promulgated by the American Optometric Association and/or other nationally recognized professional optometric associations and societies and/or as reasonably adopted by Practice from time-to-time and disclosed to Optometrist. Optometrist shall be courteous and respectful of the rights and dignity of patients with whom Optometrist shall come into contact and shall work cooperatively with the other optometrists and administrative staff of Practice. in the manner and to the extent permitted by the optometrist licensing act or acts of the State and applicable canons of professional ethics

7.4. Duty to Disclose. Optometrist shall promptly inform Practice of any restriction, limitation, or modification of Optometrist's license, credentials, or the ability to render the Services arising during the Term of this Agreement.

7.5. Payor Agreements. To the extent a patient is covered by a third-party insurance provider (such as employers, governmental payors, insurance companies, and health maintenance organizations, each, a "**Payor**"), Optometrist shall comply with, and shall assist Practice in complying with, the terms and conditions of any agreements between Practice and such Payor (each, a "**Payor Agreement**") to the extent disclosed to Optometrist and to the extent applicable to services performed or supervised by Optometrist.

7.6. Other Policies and Procedures. Optometrist shall abide by all other lawful policies and procedures adopted by Practice from time-to-time and applicable to Practice's optometrists (including without limitation, related to licensure, credentialing, risk management, and the timely completion of patient charts), as such policies and procedures may be changed by Practice in its sole and absolute discretion.

8. Compliance and Credentialing.

8.1. Power of Attorney. Optometrist appoints Practice as Optometrist's agent and limited attorney-in-fact, with power of substitution to any officer of Practice, with authority to negotiate for, and on behalf of, Optometrist and bind Optometrist to Payor Agreements; provided, that Practice shall provide Optometrist with a copy of such Payor Agreement prior to doing so if such agreement is not on the standard form of such payor. Optometrist shall fully and accurately complete applications and statements required under each Payor Agreement and shall notify Practice immediately of changes in the information contained in any such application or statement. In the event a payor only contracts with individual Optometrists (and not Practice), Optometrist shall sign each such Payor Agreement requested by Practice.

8.2. Credentialing. Optometrist shall participate in, and abide by, all credentialing and re-credentialing policies, procedures, and protocols from time to time adopted by Practice. Optometrist

shall cooperate with, and provide any information reasonably requested to, Practice's credentialing committee (or equivalent committee).

8.3. Onboarding. In order to assist with the credentialing of Optometrist with each of Practice's payors, Optometrist shall (i) execute the Authorization to Sign attached hereto as Exhibit A, which Authorization to Sign shall be effective until this Agreement is terminated, and (ii) promptly complete the Doctor Load Worksheet which shall be provided separately by Practice's doctor credentialing team.

8.4. Risk Management. Optometrist shall notify Practice immediately upon Optometrist's receipt of notice of a potential professional liability claim against Optometrist, Practice, and/or any other Optometrist employed by Practice. Optometrist shall participate in and abide by such lawful risk management policies and procedures as from time to time are established by Practice.

9. Ownership of Patient Files and Fees.

9.1. Patient Files. All patient files, records, charts, histories, personal files, regular files, and other documents concerning patients treated by Optometrist during the Term of this Agreement ("**Patient Files**") shall belong to, and remain the property of, Practice (subject, however, to the rights of patients under applicable law); provided, that Optometrist shall have the right, if provided for by applicable law, to reproduce at any time during or after the termination of this Agreement (at Optometrist's own expense and following reasonable notice) any such Patient Files, subject to the applicable state and federal confidentiality requirements.

9.2. Fees. All fees or other income attributable to the Services provided by Optometrist shall be the sole and exclusive property of Practice, and Optometrist shall have no right or interest (and transfers to Practice any right or interest) in or to such fees or income. Billing for all Services shall be conducted by Practice or by an entity chosen by Practice under Practice's provider number and/or tax identification number.

10. Restrictive Covenants.

10.1. Confidentiality.

(a) Definitions. "**Confidential Information**" means all proprietary and non-public materials and information received or learned by Optometrist related to the business of the Practice that Optometrist first gains knowledge of or access to as a consequence of Optometrist's employment with the Practice if the Practice has not made it public or authorized public disclosure of it and it is not readily available through lawful and proper means to the public. Pursuant to this Agreement, Confidential Information is understood to include business and financial information, patient lists, Patient Files, and trade secrets of Practice, and Third-Party Confidential Information. "**Third-Party Confidential Information**" means information provided to the Practice in confidence by third parties that the Practice is obligated to keep confidential by law or through contractual commitments such as, but not limited to, personal identifying information like social security numbers of employees or patients, or a third-party's data regarding its products (existing or under development) entrusted to the Practice subject to a nondisclosure agreement.

(b) Restrictions. As part of Optometrist's employment, Optometrist and Practice acknowledge and agree that Practice will provide Optometrist with certain Confidential Information of Practice. For so long as the Confidential Information qualifies as such under this Agreement, Optometrist shall keep confidential all Confidential Information and shall not engage in any use or disclosure of Confidential Information that is not authorized by the Company and undertaken for the benefit of the Company. If (and only if) it is required by controlling state law for the restriction to be enforceable, the post-employment restriction on Optometrist's use of Confidential Information that does not constitute either a trade secret or Third-Party Confidential

Information will expire two years after Optometrist's employment ends. Trade secret information will have no such time limit and will remain protected for as long as the information would qualify as a trade secret absent this Agreement. Third Party Confidential Information will remain protected for as long as the agreements and any applicable laws and regulations related to such information (such as regulations concerning privacy of personal identifying information) provide for protection. Optometrist shall not take or retain after employment ends, without the prior written consent of Practice or as otherwise expressly required by this Agreement, any papers, slides, data, records, patient lists, files, computer discs, research data, business plans, marketing studies or other demographic analysis, information regarding Payor Agreements entered or under consideration by Practice, or other documents or copies thereof or other Confidential Information of any kind belonging to Practice pertaining to Practice's business, customers, patients, financial condition, or activities.

(c) Protected Conduct (Generally). Nothing in this Agreement (i) prohibits Optometrist from disclosing or reporting to any relevant law-enforcement agency (such as but not limited to the Securities and Exchange Commission, Department of Labor, National Labor Relations Board, Equal Employment Opportunities Commission, or Occupational Safety and Health Commission or law enforcement), with or without advance notice to Practice, any event that Optometrist reasonably and in good faith believes is or may be a violation of law to a relevant law-enforcement agency, (ii) prohibits Optometrist from cooperating in any investigation conducted by such a government agency, (iii) limits or affects Optometrist's right to disclose or discuss criminal conduct, discrimination, harassment (including but not limited to sexual harassment or sexual assault) or retaliation disputes, (iv) prohibits Optometrist from providing truthful testimony in a legal, administrative or arbitration proceeding, or (v) obligates Optometrist to inform Practice before or after any disclosure, report, or other action described in clauses (i) through (iv). If Optometrist is employed in a non-management, non-supervisory position then nothing in this Agreement (including the confidentiality and nondisclosure provisions) prohibits Optometrist from using information Optometrist acquires through lawful means regarding the wages, benefits, or other terms and conditions of employment of individuals employed by the Practice for any purpose protected under the National Labor Relations Act (such as the right of employees to self-organization, to form, join, or assist labor organizations, or to engage in other concerted activities for their mutual aid or protection), unless the information is entrusted to Optometrist in confidence by the Practice as part of Optometrist's job duties (such as human resources, payroll or benefits administration duties).

(d) Protected Conduct (DTSA Rights). Optometrist is hereby notified in accordance with the Defend Trade Secrets Act of 2016 that Optometrist will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

10.2. Exclusivity. Except as may be set forth on Schedule I, during the Term of this Agreement, Optometrist shall not, either directly or indirectly, engage in the practice of optometry or the provision of optometric services except pursuant to this Agreement and on behalf of Practice. Notwithstanding the foregoing, Optometrist shall be permitted to (i) engage in, and retain all fees, compensation, or other remuneration from, teaching, speaking, lecturing, mentoring, intern instruction, and seminar activities, provide services as an officer, director, and/or committee member of any optometric organization which does not provide optometric services to patients, and (ii) provide volunteer optometric services, in each case, to the extent such engagements do not adversely affect Optometrist's ability to perform the Services in accordance with this Agreement.

10.3. Non-Compete.

(a) Restrictions. In exchange for the benefits provided to Optometrist through or as a result of this Agreement (such as, but not limited to, providing Optometrist with Confidential Information, compensation, benefits and a broad array of services, including marketing services and support services), Optometrist shall not, directly or indirectly, for Optometrist's own benefit or on behalf of others, during the non-compete period set forth on Schedule I (the "**Non Compete Period**") immediately following the termination of this Agreement, for any reason whatsoever, (i) engage in the practice of optometry within the Service Area or (ii) own, manage, or establish an optometrist office or location within the Service Area; provided, however, that, and by way of clarity, Optometrist will not be restricted in any manner from the practice of optometry outside of the Service Area or at locations for which Practice consents to Optometrist's practice of optometry as specified in Schedule I. "**Service Area**" means the service area set forth on Schedule I.

(b) [Reserved]

10.4. Non-Solicit.

(a) In exchange for the benefits provided to Optometrist through or as a result of this Agreement (such as, but not limited to, providing Optometrist with Confidential Information, compensation, benefits, access to the patients, employees and goodwill of Practice, and a broad array of services, including marketing services and support services), Optometrist shall not, directly or indirectly, without express, prior written approval of Practice, during the term of this Agreement and for that non-solicitation period set forth on Schedule I (the "**Non-Solicitation Period**") immediately following the termination of this Agreement, directly or through assistance to others, for the benefit of a competing optometry practice (a "**Competitor**"):

- (i) solicit a Covered Patient for purposes of offering or providing optometry services,
- (ii) solicit a Covered Worker to end his/her/their employment relationship or engagement with the Practice,
- (iii) solicit a Covered Vendor to cease or reduce doing business with the Practice, or
- (iv) solicit a Covered Referral Source to give referrals to a Competitor or to cease or reduce doing business with the Practice.

"**Covered Patient**" refers to any patient of Practice that Optometrist actually did business with and had personal contact with at any time during the 24 months preceding Optometrist's separation of employment with Practice. "**Covered Worker**" refers to any individual who is employed or engaged to perform work for the Practice (either as an employee, or as independent contractor). "**Covered Vendor**" refers to any vendor of Practice during the 12 months preceding Optometrist's separation of employment that Optometrist worked with or about which Optometrist was provided Confidential Information. "**Covered Referral Source**" refers to any referral source (person or entity) who referred business to the Practice during the 12 months preceding Optometrist's separation of employment that Optometrist worked with or about which Optometrist was provided Confidential Information. Collectively, the Covered Patients, Workers, Vendors, and Referral Sources are referred to as the "**Covered Parties**."

(b) It will be presumed that to "solicit" or "soliciting" and their derivations means to interact with another person or entity with the purpose or foreseeable result being to cause, motivate or induce the person or entity to engage in some responsive action, irrespective of who first initiated contact. It shall not include general advertising (such as "help wanted" ads) that are not targeted at the Covered Parties. The restrictions in this Section 10.4(b) are understood to be reasonably and

logically limited by geography to those locations where the Covered Parties are located and available for solicitation and no further geographic limitation is necessary to make these restrictions reasonable. However, if a different form of geographic limitation is necessary to make one of these restrictions in this Section 10.4(b) enforceable under controlling law then the restriction(s) that need it for enforceability shall be considered limited to the Service Area.

10.5. Non-Disparagement. Optometrist agrees not to make, publish, or communicate to any person or entity or in any public forum any statements that disparages the Practice, Acuity Eyecare Holdings, LLC, or any of their respective affiliates, employees, officers, directors, by making false statements (made with knowledge of their falsity or with reckless disregard for their truth or falsity), or statements that are defamatory, libelous, discriminatory, or otherwise unlawful. Similarly, Practice shall not authorize for publication or communication to the public or in any public forum, on behalf of the Practice, any defamatory or disparaging remarks, comments, or statements concerning Optometrist. The forgoing non-disparagement obligation in this Agreement does not prevent either Party from exercising the right to: (i) engage in any communications that are protected conduct under Section 10.1(c) or Section 10.1(d); (ii) respond to a lawfully served judicial, grand jury, or other lawful subpoena; (iii) testify in a judicial or administrative proceeding in response to a lawfully served subpoena or an order of a court of competent jurisdiction; (iv) confer with the Party's attorney for the purpose of obtaining legal advice or representation; (v) pursue or respond to a lawsuit or similar legal proceeding (provided the potentially disparaging statement is submitted under seal or in compliance with a protective order); or (vi) exercise federally protected statutory rights, including, but not limited to, the exercise of rights under the National Labor Relations Act or the Civil Rights Act of 1964, as amended.

10.6. Equitable Remedies and Tolling. A breach or threatened breach of this Section 10 may cause irreparable harm and injury to Practice for which money damages are inadequate. In the event of such breach or threatened breach, Practice shall be entitled to seek injunctive relief, in addition to all other available remedies, without the requirement of posting a bond or any other security. Additionally, if Optometrist violates any of the terms of the restrictive covenant obligations articulated in Sections 10.3 or 10.4, the term of the obligation at issue will be extended so that it does not expire until Optometrist has complied with it for the length of time originally proscribed or two years whichever is shorter, and shall not apply to a restriction if it would make that restriction unenforceable.

10.7. [Reserved].

11. Indemnification.

11.1. Optometrist. Optometrist shall reimburse, indemnify, defend, and hold harmless Practice and Practice's affiliates, shareholders, partners, members, directors, managers, officers, employees, independent contractors, and agents for, from, and against any and all damages, fines, penalties, deficiencies, losses, and expenses (including interest, court costs, reasonable fees of attorneys, accountants, and other experts, and other reasonable expenses of litigation or other proceedings) resulting from, relating to, or arising out of, Optometrist's breach of any representation, warranty, or obligation under this Agreement.

11.2. Practice. Practice shall reimburse, indemnify, defend, and hold harmless Optometrist for, from, and against any and all damages, fines, penalties, deficiencies, losses, and expenses (including interest, court costs, reasonable fees of attorneys, accountants, and other experts, and other reasonable expenses of litigation or other proceedings) resulting from, relating to, or arising out of, Practice's breach of any representation, warranty or obligation under this Agreement.

12. Force Majeure and Modification. Upon the occurrence of any Force Majeure Event, Practice may modify the terms of this Agreement (including, without limitation, changes or modifications to Optometrist's compensation and work schedule and Practice's office hours, staffing and operations) for the period of time beginning on the date such Force Majeure Event first occurred and ending on the date

Practice returns to normal operations, in each case, as reasonably determined by Practice. Notwithstanding anything to the contrary in this Agreement, Practice shall not be liable or responsible to Optometrist, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (or any Schedule hereto), or for modifying Practice's performance of this Agreement (or any Schedule hereto), when and to the extent such failure, delay, or modification is caused by or results from a Force Majeure Event. For purposes of this Agreement, a "***Force Majeure Event***" means any labor strike, general work stoppage, lockout, or labor dispute, act of God, act of war, terrorism, terrorist activities, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental action, civil commotion, pandemic, epidemic, fire, flood, hurricane or earthquake and/or the results thereof, which materially or adversely affect Practice and/or the ability of Practice's optometrists to perform standard optometric procedures, eye exams and/or conduct standard optometric and retail functions, in each instance, as reasonably determined by Practice. For avoidance of doubt, during the period of a Force Majeure Event, Optometrist shall not be deemed to have defaulted under or breached this Agreement if Optometrist provides optometry services at a location other than the Practice until such time the Practice is able to resume operations.

13. General.

13.1. No Agency or Authority. This Agreement shall not make Optometrist an agent of Practice, and Optometrist shall not have the authority to bind Practice or transact business in Practice's name, or make representations or commitments on Practice's behalf, without the prior specific approval of Practice. Practice shall neither have nor exercise any control over the methods used by Optometrist to perform the Services.

13.2. Payment Offset. Practice shall be entitled to offset any amounts owed by Optometrist (including amounts for equipment purchased by Optometrist from Practice or owned by Practice and retained by Optometrist without the consent of Practice, compensation true-ups as described in Schedule I (if any), or otherwise) against any amounts remaining payable by Practice to Optometrist. To the extent Practice expects to make such offset, Practice will provide Optometrist prior written notice of the amount to be offset and a calculation as to what such offset amount relates. Optometrist will have 10 calendar days to review such notice and either (a) approve such offset, or (b) remit the offset amount directly to Practice in lieu of an offset in Practice's final payment to Optometrist. If any amount is offset from such final payment, Optometrist shall receive a credit against any obligations of Optometrist to which offset amount is applied.

13.3. Confidentiality of Agreement. The Parties acknowledge that the provisions of this Agreement are confidential and, accordingly, each Party agrees to maintain the provisions of this Agreement in strictest confidence and not to disclose any provisions of this Agreement without the prior written consent of the other Party or as otherwise required by law, except to such Party's financial, accounting, tax and/or legal advisors.

13.4. OPTOMETRIST ACKNOWLEDGEMENT. OPTOMETRIST ACKNOWLEDGES AND AGREES THAT (A) OPTOMETRIST HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT; (B) OPTOMETRIST HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF OPTOMETRIST'S CHOICE BEFORE SIGNING THIS AGREEMENT; (C) OPTOMETRIST'S SIGNATURE BELOW IS AN AGREEMENT TO THE NON-COMPETE, NON-SOLICIT, AND NON-DISPARAGEMENT PROVISIONS HEREIN; AND (D) OPTOMETRIST HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF OPTOMETRIST'S CHOICE AND EXPENSE REGARDING THIS AGREEMENT.

13.5. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State (without regard to the State's conflicts of laws rules).

Venue of any action relating to, or arising out of, this Agreement shall lie exclusively in the courts located in the county in which Practice's primary office is located.

13.6. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be modified and enforced to the maximum reasonable extent allowed by law to protect the legitimate business interests of the Practice, or if applicable law does not allow for such modification, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Optometrist agrees that the Practice will have the right, through a written notice to Optometrist, to rescind any restriction placed upon Optometrist or to reduce the existing boundaries of a restriction in Section 10 (such as time, scope of activity, or geography) as it deems necessary to make the restriction reasonable and enforceable.

13.7. Notice. Any notices or communications to be given under this Agreement by either Party to the other Party shall be deemed to have been duly given if given in writing and (i) personally delivered, (ii) sent by nationally recognized overnight courier, (iii) sent by electronic mail (with written confirmation also provided pursuant to one of the methods of delivery set forth in this Section 13.7 (i), (ii) or (iv)), or (iv) sent by mail, certified, postage prepaid with return receipt requested, in each case, at the address for such other Party set forth below:

If to Practice, address to:

Acuity Eyecare Holdings, LLC
4835 LBJ Freeway, Suite 850
Dallas, TX 75244
Attention: Benjamin S. Chudner, OD, FAAO and
Patricia A. McCormick
Email: BChudner@aegvision.com and
TMcCormick@aegvision.com

If to Optometrist, address to:

That address set forth on the signature page
hereto

Notices delivered personally, by courier, or by electronic mail shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of 10:00 a.m. on the third business day after mailing. Any Party may change such Party's address for notice or provision for copies under this Agreement by giving prior written notice to the other Party of such change in the manner provided in this Section 13.7.

13.8. Waivers. The failure of a Party at any time or times to require performance of any provision of this Agreement shall in no manner affect such Party's right at a later time to enforce such provision. No waiver by a Party of any provision or breach of this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver in any other instance.

13.9. Assignment. Optometrist shall not assign this Agreement (or delegate, subcontract, or sublease Optometrist's rights, duties, or obligations under this Agreement) without Practice's prior, express, and written consent. This Agreement may be assigned by Practice to an entity that is authorized by law to engage in the practice of optometry.

13.10. Conformance with Law. Each Party shall carry out all activities undertaken pursuant to this Agreement in conformance with all federal, state, and local laws, rules, and regulations; provided however, that nothing contained in this Agreement shall prevent either Party from initiating legal action to test the validity of any such law, rule, or regulation.

13.11. Survival. Section 13 and Sections 5.4, 6, and 9 through 11 shall survive termination of this Agreement.

13.12. Miscellaneous. This Agreement (i) embodies the entire agreement and understanding between the Parties relating to the subject matter of this Agreement (ii) supersedes all prior agreements and understandings relating to the subject matter of this Agreement, and (iii) shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and the Parties' respective successors and permitted assigns. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic copies of manually executed signature pages and electronic signatures to this Agreement will be fully binding and enforceable without the need for delivery of the original manually executed signature page. In the interpretation of this Agreement, except where the context otherwise requires, (i) "including" or "include" does not denote or imply any limitation, (ii) "or" has the inclusive meaning "and/or," (iii) "and/or" means "or" and is used for emphasis only, (iv) "\$" refers to United States dollars, (v) the singular includes the plural, and vice versa, and each gender includes each other gender, (vi) captions or headings are only for reference and are not to be considered in interpreting this Agreement, (vii) "Section" refers to a section of this Agreement, unless otherwise stated in this Agreement, (viii) "Schedule" refers to a schedule to this Agreement (which is incorporated by reference), unless otherwise stated in this Agreement, (ix) all references to times are times in the city in which Practice's primary office is located, and (x) "day" refers to a calendar day.

13.13. [Reserved].

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement to be effective as of the Effective Date set forth above.

PRACTICE:

AEG Florida Professional, PLLC, a Florida professional limited liability company

By: _____

Name: Benjamin S. Chudner, OD, FAAO

Title: Secretary

OPTOMETRIST:

OD First Name OD Last Name, O.D., individually

Address: OD Street
OD City, OD State OD Zip Code

Email: OD Email Address

State: Florida

Professional Name:
As listed on licensure

Schedule I

AEG Florida Professional, PLLC

Optometrist Employment Agreement Terms: OD First Name OD Last Name, OD

Title		§	Terms
General Terms			
1.	Agreement Expiration Date	5.1	3 years after the Agreement Execution Date
2.	Legal Entity of Contractor	N/A	AEG Florida Professional, PLLC
3.	Agreement Execution Date	5.1	July 15, 2023
4.	Renewal Term	5.1	3 years
5.	Employee Type	N/A	Employee
6.	Work Schedule	2	<p>Optometrist will provide patient coverage generally in accordance with the following work schedule (the "Patient Support"), which remains subject to coordination with Practice's operations team to ensure adequate and efficient patient coverage:</p> <p>TBD</p>
7.	Primary Location	1.2	<p>Loc1 Street Location 1 City, Loc1 State Loc1 Zip Code</p>
8.	Secondary Location(s)	1.2	None
Compensation			
<p>Optometrist will be paid a salary ("Salary") equal to the greater of (A) \$150,000 ("Base") and (B) 15.00% of Net Revenue, in each case calculated on a calendar year basis.</p> <p>The term "Net Revenue" as used in this Agreement, is defined as an amount equal to (x) gross receipts (as determined in accordance with applicable law) actually received by Practice that are directly related to the (i) Services performed by Optometrist and (ii) materials, including glasses and contact lenses ("Materials") generated from patients where Optometrist is the doctor of record, minus (y) any and all applicable write-offs, adjustments, and discounts, which may be associated with the foregoing Services and Materials. Net Revenue will initially be calculated once Acuity Logic (ALE) has been implemented by the Practice and used by the Optometrist for at least one complete fiscal quarter following the Effective Date ("Initial Reconciliation Date") and thereafter on a fiscal-quarter basis.</p> <p>Practice will make reasonable efforts to onboard the Optometrist to Acuity Logic within ninety (90) days from the Effective Date. After the Initial Reconciliation Date, and thereafter on a fiscal-quarter basis, the Practice will provide notice of the Salary earned and "true-up" the Base paid to the Optometrist against the Salary earned by the Optometrist, as follows: (i) if the Base exceeds the Salary, no additional compensation will be owed to Optometrist for that fiscal period, or (ii) if the Base is less than the Salary, the Practice will pay to the Optometrist the full balance of Salary due and owing approximately 45 days after the end of the fiscal quarter in which the Salary was earned.</p> <p>Compensation may be modified, upon mutual agreement, during the annual performance review process.</p>			
9.	Compensation Basis	3	

Title		§	Terms
Employee Benefits			
10.	Health, Vision, Dental and AD&D Benefits	4.3	If Optometrist averages 30 hours per week, Optometrist will be considered full-time and eligible to participate in Practice's Medical Benefits Plan, at current employer contribution rates. Eligibility will begin the first of the month after completing 30 days of employment. Full-time eligibility will be reviewed annually and will include hours from company holidays, time off (paid or sabbatical), and continuing education activities. Each of the aforementioned days counts as 8 hours for eligibility purposes.
11.	Paid Time Off	4.1	20 Days per calendar year on an accrual basis, which may be taken in 1 day increments.
12.	Retirement – 401(k)	4.3	If Optometrist averages 30 hours per week, Optometrist will be considered full-time and eligible to participate in Practice's 401(k) plan. Eligibility will begin after Optometrist completes 30 days of employment. Practice will match dollar for dollar on the first 3% of Optometrist's deferrals and fifty cents on the dollar for the next 2% of Optometrist's deferrals. So if Optometrist defers 5% of their salary, Optometrist will receive a 4% match.
13.	Malpractice Insurance	4.2	Provided by AEG. The coverage will be \$1,000,000 per claim and \$3,000,000 in the aggregate.
14.	License Renewals	N/A	Practice will reimburse the cost of renewing the following: OD License
15.	Continuing Education	4.3	Subject to prior approval and submission of all related receipts, Practice will reimburse all CE related expenses up to \$1,500 per calendar year on an accrual basis.
16.	Continuing Education Days	4.1	3 Days per calendar year on an accrual basis.
Exclusivity & Termination			
17.	Non-Compete Period	10.3	24 months
18.	Service Area	10.3	Within 20 miles of any location where Optometrist has provided the Services an average of 20 hours or more per week, for 12 consecutive calendar weeks in the preceding 12 months or, in the event this Agreement is terminated, the 12 months ending on such termination date.
19.	Non-Solicitation Period	10.4	24 months
20.	Non-Disparagement	10.5	In perpetuity
21.	Early Termination Damages	5.3	"Early Termination Damages" shall mean an amount equal to (i) \$100.00 <i>multiplied</i> by (ii) the sum of 90 days <i>minus</i> the number of days of advance notice of termination provided by Optometrist. Each of the Parties acknowledges and agrees that the above referenced amount constitutes liquidated damages, is not a penalty, and is fair, reasonable and commensurate with the cost expected to be incurred by Practice in connection with the early and unexpected replacement of Optometrist following Optometrist's departure.
22.	N/A	N/A	N/A
Miscellaneous			
23.	Additional Notes	N/A	None



Authorization to Sign

As evidenced by the signature below, the Provider is authorizing the Revenue Cycle Management department of Acuity EyeCare Holdings, LLC on behalf of itself and its wholly-owned affiliates (“***AEG Vision***”) to sign all necessary credentialing and licensure applications on the Provider’s behalf in furtherance of AEG Vision’s services provided pursuant to that certain Management Services Agreement by and between AEG Vision and Provider’s employer.

Provider Signature

Date

OD First Name OD Last Name

Print Name