ASSOCIATE AGREEMENT

PROBATIONARY CONTRACT

This is to be considered a legal and binding contract between Dr. ( ) D.C. of 1202446 Ontario Inc. (owned and operated as Preston’s Family Chiropractic) and Dr. ( ) D.C. It is designed to establish the working arrangement that has been negotiated between Dr. Tom Preston and Dr.( ), for Dr. ( ) to join the team at Preston’s Family Chiropractic. It is Dr. ( )’s intention to join the team as an Independent Contractor to provide the services of an associate Chiropractor.

This contract is to be viewed as the entire contract between the two parties. Nothing can be added or deleted from this contract without the express written consent of the two parties. This contract shall be binding in its entirety. Should the contract come into dispute by either of the two parties then an objective third party, Dr. John DeMartini of Houston Texas, shall act as an arbitrator in the dispute. His judgement shall be binding and final and accepted by both parties as the solution to the dispute. The fee for Dr. DeMartini’s arbitration shall be paid by the person who initiated the arbitration, unless it was mutually agreed upon by both parties.

PURPOSE OF CONTRACT.

1/ Dr. ( ) recognizes the fact that this probationary contract is designed to test his skills as a chiropractor and to see if he can meet the rigorous minimum standards required to become a full time associate chiropractor with Preston’s Family Chiropractic (PFC). To that end he must meet or exceed the standards set out in the business plan which is attached as Appendix A. Failure to meet these minimum requirements will put Dr. ( )’s candidacy for acceptance as a full time associate chiropractor at risk, and he may be asked to complete an additional 6 month probationary period to prove his competency. If Dr. ( ) meets or exceeds the minimum requirements then he will be accepted as a full time associate chiropractor at PFC.

2/ Upon Dr. ( )’s acceptance as a full time associate at PFC he will immediately negotiate a further one or two year contract with Dr. Preston that will be collated at that time. It is the two parties mutual intent to create a long term business relationship. This probationary contract is being seen as the first step in the creation of this mutually beneficial long term process. A five year business plan and working template for the direction of the PFC and of Dr. ( )’s potential role in that template is designed to follow the signing of this document. The one or two year contract will simply be the second step in the completion of the five year business plan. The two parties agree to construct and negotiate the next one to two year contract by the end of the first week of June 2015.

TIME DETAILS

3/ This contract is a six month probationary contract that will initiate on Jan. 1st, 2014 and run until June 30th, 2015.

4/ Dr. ( ) will be working the following hours for the next six months. Mondays from 7:00 a.m. to 1:30 p.m., Wednesdays from 7:00a.m. - 6:00 p.m., Fridays from 7:00 a.m. to 6:00 p.m. and Saturdays from 9:00 a.m. to 12:00 p.m. These hours will not be subject to change or modification unless it is seen by Dr. Preston to be in the best interests of the PFC to do that.

5/ Dr. ( ) agrees that he will work for the entire period of this six month contract and that any time off will be approved at least 4 weeks in advance with Dr. Preston and will not be extended beyond 5 working days. This of course will not include crisis or personal emergencies that could not be foreseen as of the writing of this contract.

6/ In case of personal emergency or crisis that will take Dr. ( ) away from his duties at PFC for a period of time greater than 5 working days, Dr. Preston reserves the right to bring in a locum chiropractor that will cover for Dr. ( )’s chiropractic responsibilities at the PFC until such time as he is ready to return to his full duties.

RECORD KEEPING

7/All patient files and record keeping related to the practice of chiropractic by the Associate will be considered to be the permanent property of Preston’s Family Chiropractic. Should Dr. ( ) ever cease to be a member of the team at PFC for any reason he will have no legal or moral access to these files and shall not copy or transport them in any way under any circumstances. The only exception to this clause is if Dr. ( ) is called to testify in a court of law or at a disciplinary hearing of some form and he needs the file(s) or records for evidence. In this case he shall have immediate and unrestricted access to the file(s) and/or records in question for as long as he needs them.

FINANCES

8/ Dr. Preston and the staff of PFC shall have the sole right to perform the billing procedures and collection procedures with respect to patients for whom Dr. ( ) performs chiropractic services for. Dr. ( ) agrees to perform such services in a prompt and business like manner.

9/ Dr. ( ) will be paid on a bi-monthly basis from the parent company 1202446 Ontario Inc. He will be paid for all complete calender work weeks he has worked by the 15th of any month by the end of that same month. He will be paid for all complete calender work weeks he has worked from the point of his last payment to the end of that month by the 15th of the next calender month.

He will be paid according to the following fee schedule;

A/ ( )% of his gross collected billings for any patients that are attracted to the clinic exclusively by him and stay predominantly under his care

B/( )% of his gross collected billings for any patients that are referred from within Dr. Preston’s current or past data base of patients or that are referred directly into the clinic from one of Dr. Preston’s current or past patients.

C/ ( )% of his gross collected billings for any treatments he gives to Dr. Preston’s current patients.

D/ If Dr. Preston should come to be off of practice for an extended period of time, greater then 2 weeks, Dr. Porter would then be paid ( )% for all adjustments given to Dr. Preston’s patients.

10/ Should Dr. ( ) choose to leave the employment of PFC and set up practice within 15 miles of the PFC location, at the time that he leaves, he will purchase the aforementioned files and records from PFC according to the following arrangement. He will give Dr. Preston 50% of every dollar billed for any services billed to any practice members(patients) that were seen by him at the PFC while working there. This will stay in effect for a period of five years after leaving the employment of PFC. These monies will be paid within 5 business days of the end of each of the 60 months in question. Dr. Preston reserves the right to have a chartered accountant access the bookkeeping and record keeping process of Dr. ( ), at any point during the 60 month time frame with only one day’s notice.

11/ Dr. ( ) agrees to get an operating line of credit at one of the local banks in the amount of $5,000.00 and to keep it current and active throughout the entire term of this contract.

12/ Dr. ( ) agrees to purchase whatever office furnishings and personal stationary ( ie. business cards) that will be needed by him to fulfill his position as an associate chiropractor. He agrees to keep them current throughout the entire term of this contract. He also agrees to pay for any and all marketing and advertising that is designed to market him and his practice at PFC exclusively. Dr. Preston agrees to pay for 50% of any marketing or advertising that is seen as a joint venture and that will mutually benefit the PFC as well as Dr. ( )’s and Dr. Preston’s individual practice’s. This marketing plan will be identified and agreed to in advance and will be attached to this document as Appendix B.

13/ Dr. ( ) agrees to partake in whatever seminars he and/or Dr. Preston feel would be necessary and applicable in order to expand his knowledge or skill base as an associate chiropractor at PFC. This will amount to at least one seminar every 3 months. All costs to attend these seminars will be the sole responsibility of Dr. ( ).

14/ Dr. Preston acknowledges that, to the best of his knowledge at this time, there will be no other costs directed to Dr. ( ) about the day to day operation of the PFC during the duration of this contract. It is understood that PFC pays all utility bills subject to the present lease agreement it has entered into with A&J Ferreira Homes Ltd at it’s present location. However in no event shall Dr. Preston or PFC be liable for any interruption or failure in the supply of any such utilities to the premises unless caused by his own negligence.

15/ Dr. ( ) recognizes that if the facilities subject to this Agreement are damaged or destroyed or rendered unusable for the delivery of chiropractic services by casualty or any other reason, Dr. Preston and PFC shall not be responsible for any loss of income which Dr. ( ) may suffer.

RESPONSIBILITIES AND DUTIES OF DR. ( )

16/ Dr. ( ) agrees to save Dr. Preston and the entire team of people working at PFC, safe and harmless and at arms length, with respect to any legal action or litigation of any form or type, for whatever reasons, that may be directed towards him during the entire term of this contract.

17/ Dr. ( ) recognizes and agrees that he is considered to be an ambassador of PFC at all times and his conduct and character, both in and out of the clinic, must be in accord with the high standard of moral and ethical character that all members of PFC abide by. Consequently any acts of questionable moral or ethical character could cause the immediate suspension of this contract and all of the rights and privileges extended under it. This suspension would be under the sole discretion of Dr. Preston pending a review of the details of the incident.

18/ Dr. ( ) agrees to a quarterly staff evaluation at a time, date and place to be named at least two weeks in advance of the evaluation period. This will happen in approximately late March and late June 2015.

19/ Dr. ( ) will be working with the team members so assigned to him by Dr. Preston. He agrees to treat these team members with love and respect and to do his best at all times to keep the working environment one of mutual respect and honesty. Dr. ( ) agrees that if he has a conflict or problem with one of the team members he will come to Dr. Preston first with the problem and will not try and rectify it himself. He agrees to follow Dr. Preston’s advice and judgement on how best to resolve the problem.

20/ Dr. ( ) agrees to join the local Chamber of Commerce and be the representative there for the PFC. He will attend any and all meetings required of him to be an active member and will participate in at least one standing volunteer committee.

21/ Dr. ( ) agrees to abide by a reasonable code of dress for a professional office.

22/ Dr. ( ) agrees to keep his professional malpractice insurance current and paid up to date throughout the entire term of this contract.

23/ Dr. ( ) agrees to keep his membership in the ICA and the CAC current and valid throughout the entire term of this contract.

24/ Dr. ( ) agrees to partake in the weekly staff meetings at PFC and to actively participate in the planning and execution of whatever projects or special events may be planned or undertaken by the team at PFC during the entire term of this contract. The meetings are currently planned to occur on Monday afternoons from 1:30 to 2:35 p.m.

25/ Dr. ( ) agrees to stay under regular chiropractic care and to follow the health care advice of his chiropractor, Dr. Tom Preston, for the entire term of this contract.

26/ Dr. ( ) agrees to cover any and all of Dr. Preston’s clinic hours and patient adjusting responsibilities if he chooses to go on holidays or take some down time at any point during the term of this contract. Dr. Preston agrees to give Dr. ( ) at least three weeks notice unless it is a case of a personal or familial crisis or emergency. In this case Dr. ( ) will do everything that is reasonably within his power to accommodate Dr. Preston’s hours and patient responsibilities.

27/ Dr. ( ) agrees to teach a New Patient Orientation class every week for the entire duration of this contract. It will take place in the early evening or the mid morning hours of every Wednesday or at whatever other time of day and day of the week the two parties feel would be the most advantageous. This class will be no less then 35 minutes long and no more then 75 minutes long. Dr. Preston will be consulted as to the creation of this talk and the constant editing and revisions of the talk.

28/ Dr. ( ) agrees to be “on call” for the patients under his immediate supervision at all times. This will be accomplished by providing them a copy of his home phone number and servicing their reasonable needs should the occasion arise outside of normal business hours. Dr. ( ) also agrees to be “on call” for Dr. Preston’s patients should they be unable to reach Dr. Preston outside of his normal business hours. Dr. Preston agrees to reciprocate this service for Dr. ( )’s patients.

29/ Dr. ( ) agrees to exclusivity of his services with Dr. Preston and PFC and will not engage in, nor entertain any other offers, for his services as a chiropractor for the entire term of this contract.

30/ Dr. ( ) agrees that he does not have any right to make any alterations or modifications to the PFC premises without the express written consent of Dr. Preston.

31/ Dr. ( ) shall not cause any sign to be posted upon the property without the written consent of Dr. Preston. A name sign will be provided on the door of the premises for Dr. ( ) by PFC.

DUTIES AND RESPONSIBILITIES OF DR. PRESTON

32/ Dr. Preston agrees to be the personal and professional “coach” of Dr. ( ) as part of this contract. Dr. ( ) agrees to complete the homework assignments given to him by his coach, to the best of his ability, and agrees to put in a minimum of six hours per week of time into his coaching assignments. This coaching will include a one half hour coaching session per week that will be done either in person or by telephone, at the coach’s discretion.

33/ Dr. Preston agrees to consult with Dr. ( ) on any difficult cases or situations with patients that he runs across in his daily practice. This review will occur at a time and place that is mutually convenient to both parties and not more then one week from the date of the request.

34/ Dr. Preston agrees to maintain all property insurance with respect to the premises as well as the equipment, furniture and furnishings located therein, except for Dr. ( )’s own property. Further, Dr. Preston agrees to be responsible for all reasonable maintenance of the applicable facilities.

35/ Dr. Preston agrees to adjust any and all of Dr. ( )’s regular patients that need to be seen on an emergency basis or need to be seen as a result of Dr. ( )’s unintended absence from the practice. They will be seen on an as needed basis and only if they can be fit within Dr. Preston’s existing adjusting schedule.

36/ Dr. Preston agrees to give Dr. ( ) the Right of First Refusal to purchase the practice if there comes a point during the term of this contract where he should decide to sell the practice. Dr. ( ) shall have 15 days to respond to the offer. If Dr. ( ) does not choose to purchase then Dr. Preston shall have the right to put it on the open market for sale. If the practice does sell then Dr. ( ) shall honor the rest of the term of this contract with the new practitioner.

37/ Dr. Preston shall be free to move his business premises if he desires to do so, so long as thirty days written notice is given to Dr. ( ). In the event said business premises are moved, this Agreement shall continue to apply in its entirety at the new premises.

38/ It is intended and agreed by both parties that each covenant contained in this Agreement shall be a separate and distinct covenant. If any covenant and condition of this Agreement and/or the application thereof to any person, firm or corporation shall to any extent be declared invalid or unenforceable, the remainder of this Agreement or the application of the other covenants or conditions, to such persons, firms or corporations other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each covenant and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

39/ It is agreed by both parties that all notices and demands and requests which are required to be given by either party to the other shall be in writing and shall be deemed given if postmarked by the Canadian mail with postage prepaid and addressed to the addressee’s last known mailing address.

Dated this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2014 in North Bay, Ontario, Canada.

Dr. Tom Preston D.C., President of 1202446 Ontario Inc.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Witness \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dr. ( ) D.C.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Witness \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_