

Letter of Employment

Date:

Candidate's Name
Street Address
City, State Zip Code

Dear Candidate Name;

I am pleased to offer you a position with Company Name (the "Company"), as its Position Title, reporting directly to the Title of Manager. Your start date will be Start Date.

Please note the terms of this offer noted below:

Annual Salary

Annual Salary of \$ Amount, which will be paid bi-weekly in accordance with the Company's normal payroll procedures. The Company will make all required federal, state and local payroll deductions (e.g., deductions for income taxes, social security taxes, Medicare and FICA). Under the Fair Labor Standards Act your position will be a salaried position "exempt" from overtime and other requirements applicable to hourly employees.

Incentive Bonus

Incentive Bonus of \$ Amount of base salary, with the actual amount to be determined by the President and CEO. This bonus is payable for the achievement of performance goals established by the Company. The actual earned cash incentive, if any, payable to employee will depend upon the extent to which the applicable performance goals specified by the Company are achieved.

Sign-on Bonus

You will be eligible for a sign on bonus of \$ Amount. This bonus is contingent on the successful closing of company financing, the building of a successful and effective team of employees as well as meeting all goals set forth by the Company.

Stock Options

The Company will be recommended at the first meeting of the Company's Board of Directors following your start date that the Company grant you an option to purchase \$ of Shares shares of the Company's Common Stock at a price per share equal to the fair market value per share of the Common Stock on the date of grant, as determined by the Company's Board of Directors. 25% of the shares subject to the option shall vest 12 months after the date your vesting begins subject to your continuing employment with the Company, and no shares shall vest before such date. The remaining shares shall vest monthly over the next 36 months in equal monthly amounts subject to your continuing employment with the Company. This option grant shall be subject to the terms and conditions of the Company's Stock Option Plan and Stock Option Agreement, including vesting requirements. No right to any stock is earned or accrued until such time that vesting occurs, nor does the grant confer any right to continue vesting or employment.

Relocation Expenses

The Company will reimburse you for reasonable expenses incurred up to a maximum of \$ Amount in connection with your relocation to the Company's City, State location, including both interim living and moving expenses, in accordance with the Company's expense reimbursement policy.

Severance

Employment at Company Name is strictly at will. Employees may be terminated for any reason or no reason. Severance will only be paid upon any termination without cause by Company Name. The severance shall be # weeks/months of salary at the salary level at the time of termination.

Company Benefits and Paid Time Off

The first day of the month following 90 days of your start date you will be eligible for Medical, Dental, Vision, Flexible Spending, voluntary benefit programs as well as our company paid Life Insurance plan. Your participation in these benefit plans is contingent upon your acceptance of this Offer of Employment, and your timely completion and signing of the necessary employee benefit enrollment forms. Your enrollment forms are due back one week after your start date.

- You will be entitled to receive paid annual vacation in the amount of # weeks per year, to be accrued on a bi-weekly basis.
- The Company will reimburse you for reasonable travel, entertainment and other expenses that are in line with the Company's Travel and Expense Policy.

"At Will" Engagement

Your employment with the Company will be "at will", meaning that you or the Company may terminate your employment any time. Upon termination of your employment, you will cease to be entitled to receive commissions for sales activities performed during your engagement.

Return of Materials

Upon termination of your engagement with the Company for any reason, you agree to return immediately to the Company all documents, property, software, materials, information and other records, and all copies thereof, within your possession, custody or control, including, but not limited to, any materials containing trade secrets or confidential information of the Company.

No Obligation to Accept Any Client or Contract

You acknowledge and agree that the Company selects its actual and prospective clients and contracts with a view toward, among other things, maximizing the return on the Company's personnel and other resources, and that, notwithstanding anything to the contrary in this letter or any other document or agreement, the Company, in its sole discretion, may elect not to accept any client or contract.

Confidentiality

You acknowledge that the Company possesses certain confidential information (as defined below) that constitutes a valuable, special and unique asset. You agree that all confidential information is and shall continue to be the exclusive property of the Company, whether or not prepared by you (in whole or in part) and whether or not entrusted to your custody.

You agree that you shall not, at any time during or after the period of your engagement with the Company, disclose any confidential information, or use or permit to be used any confidential information for any purpose other than the performance of your duties to the Company. You further agree to use your best efforts to prevent the unauthorized disclosure of any confidential information. Upon the termination of your engagement with the Company (or earlier if so requested by the Company), you will return all confidential information in your possession or control to the Company.

As used herein, the term “confidential information” includes all information and materials belonging to, used by, or in the possession of, the Company relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, employees, contractors, physicians, marketing plans and trade secrets of every kind and character. The term “confidential information” also includes information received in confidence by the Company from its customers or suppliers or other third parties.

You understand that the Company is now and may hereafter be subject to non-disclosure or confidentiality agreements with third persons, which require the Company to protect or refrain from use of proprietary information of other parties. You agree to be bound by the terms of such agreements in the event you have access to such proprietary information.

HIPAA Protected Health Information

Without limiting the generality of the foregoing:

Capitalized terms used without definition have the meanings given to them in the Health Insurance Portability and Accountability Act of 1996, 42 USC §201 et seq. (“HIPAA”), including regulations (including the Privacy Standards and Security Standards, 45 CFR Parts 160, 162, and 164) promulgated to implement HIPAA and amendments to HIPAA made by the Health Information Technology for Economic and Clinical Health Act, 42 USC §17901 et seq. (especially §17921 et seq.).

The Company (or, in some cases, one or more of its affiliates) is a Covered Entity or the Business Associate of a Covered Entity. As such, all restrictions applicable to the Company with respect to the use and disclosure of Protected Health Information (“PHI”) also are applicable to you. You agree to the following regarding the use and disclosure of PHI:

- (a) Not to use or disclose PHI to any person, other than as permitted by HIPAA;
- (b) To limit your use of PHI to the minimum necessary to accomplish the intended purposes;
- (c) Not to use or disclose PHI for marketing or fundraising purposes, to a Health Plan (as that term is defined in 45 CFR §160.103) or for remuneration;

- (d) To use appropriate administrative, physical and technical safeguards to prevent the use or disclosure of PHI other than as permitted by HIPAA;
- (e) To report to the Company any use or disclosure of PHI not permitted by HIPAA of which you become aware, including any Security Incident (as that term is defined in 45 CFR §164.304) or any Breach (as that term is defined in 45 CFR §164.402) without unreasonable delay and, in any event, within two (2) business days; and
- (f) To make internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI received from the Company or from any Covered Entity of which the Company is a Business Associate, available to the Company, the Covered Entity in question or the Secretary of Health and Human Services (or the Secretary's designee) on thirty (30) days' notice, for the purpose of determining (i) the Covered Entity's and the Company's compliance with HIPAA or (ii) to fulfill any purpose contained in 45 CFR §164.504(e)(2).

Upon termination of your engagement with the Company for any reason, you shall return or destroy all PHI received from the Company or from any Covered Entity of which the Company is a Business Associate.

Non-Disparagement

You agree not to make any statement, written or verbal, reasonably likely to be harmful to the Company or to be injurious to the goodwill, reputation or business standing of the Company at any time in the future; provided, however, that this non-disparagement clause shall not preclude you from good faith response to any governmental inquiry.

Non-Solicitation

You agree that, except with the Company's prior written consent, for a period of 12 months following the termination of your engagement with the Company for any reason, you will not, directly or indirectly, either for your own account or for or on behalf of any other person or entity, contact, solicit or recruit, or assist others in contacting, soliciting or recruiting, for any purpose, any person who is or was an employee or contractor of the Company or any of its affiliates, or any entity (including any hospital, imaging center or other customer or partner of the Company or any of its affiliates) under contract with the Company or any of its affiliates at any time during the term of your engagement with the Company, in an attempt to have such person or entity terminate their relationship with the Company or any of its affiliates or to work or contract in any capacity in or with any other person or entity.

Non-Competition

To the fullest extent permitted by applicable law, for a period of three months following the termination of your engagement with the Company, you shall not, directly or indirectly, whether as an employee, employer, independent contractor, consultant, agent, principal, partner, shareholder, corporate officer, director, volunteer or in any other individual or representative capacity, render or -related services to, for or on behalf of any person (including any entity) who directly or indirectly engages, or who has an affiliate that directly or indirectly engages, in the business, in the continental United States. In the event this paragraph is deemed to be overly broad by a court or other governmental entity of competent jurisdiction, you agree to permit such court or other entity to modify the scope of this paragraph in a manner that is fair to you and the Company.

Intellectual Property

You will make full and prompt disclosure to the Company of all inventions, discoveries, designs, developments, methods, modifications, improvements, processes, algorithms, databases, computer programs, formulae, techniques, trade secrets, graphics or images, audio or visual works and other works of authorship (collectively “Developments”), whether or not patentable or copyrightable, that are created, made, conceived or reduced to practice by you (alone or jointly with others) or under your direction during the period of your engagement with the Company.

You agree that all Developments created or developed by you (alone or jointly with others) during the course of your engagement with the Company that (i) relate to the business of the Company or any customer of the Company, (ii) result from tasks assigned to you by the Company or (iii) result from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company ((i), (ii) and (iii), “Company Related Developments”), will be owned solely and exclusively by the Company and constitute works made for hire. In this regard, you hereby assign to the Company or its designee all worldwide rights, including all copyrights, patent rights, trade secrets, confidential and proprietary information rights, moral rights and other property rights in and to any Company-Related Developments. You also agree to perform, during or after your engagement with the Company, such further acts as are reasonable and necessary or desirable, in the judgment of the Company, to transfer, perfect or defend the Company or its designee’s ownership of any Company-Related Developments. If the Company is unable, after reasonable effort, to secure your signature on any such papers, you will hereby irrevocably designate and appoint each officer of the Company as your agent and attorney-in-fact to execute any such papers on your behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interest in any Company Related Development.

You acknowledge that the Company has notified you that the provisions of this letter do not apply to an invention developed entirely on your own time without using the Company’s equipment, supplies, facilities, or trade secret information, other than inventions that either (i) relate at the time of conception or reduction to practice of the invention to the Company’s business, or actual or demonstrably anticipated research or development of the Company, or (ii) result from any work performed by you for the Company. However, you also will promptly disclose to the Company any such Developments for the purpose of determining whether they qualify for such exclusion. You understand that to the extent this letter is required to be construed in accordance with the laws of any state which precludes a requirement in an engagement agreement to assign certain classes of inventions made by an employee or contractor, this letter will be interpreted not to apply to any invention which a court rules and/or the Company agrees falls within such classes. You also hereby waive all claims to any moral rights or other special rights which I may have or accrue in any Company-Related Developments.

General

You agree that the provisions of this letter are severable and that, if any portion of this letter is declared unenforceable, such declaration shall not affect the enforceability of all other provisions of this letter. It is the intent of the parties to this letter that if any portion of this letter contains provisions that are held to be unreasonable, then, in such event, a court shall fix such provisions, or shall enforce such provisions, to the extent deemed reasonable by the court.

This letter shall be construed and enforced in accordance with the laws of the State of State, without reference to its conflict of laws principles. You agree that the Company shall be entitled to pursue equitable remedies (e.g., injunctions), without the posting of any bond, to prevent the violation of any portion of this letter.

This offer of employment is contingent upon your successful completion of a background investigation. This offer of employment will also be subject to proof of your legal right to work in the United States.

* * * * *

It is my and our great pleasure to extend this offer to you.

If the offer is acceptable to you, please counter-sign this letter in the space provided below, whereupon this letter shall become a binding agreement between you and the Company as of the date first above written.

Please do not hesitate to contact me with any questions or concerns that you may have.

Sincerely,

Name

Title

Agreed to and accepted:

Signature: _____

Printed Name: _____

Date: _____