

MANAGEMENT SERVICES, INC.
EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the 5th day of February 2019 (the “**Effective Date**”), by and between Pavel Bure (the “**Executive**”) and Management Services, Inc., a California corporation (the “**Company**”) (each, a “**Party**” or, collectively, the “**Parties**”).

RECITALS

WHEREAS, the Company, a California corporation (together with its successors, assigns, and affiliates, “**MS**”), is a _____ (“____”) that provides a variety of _____ services to _____, and other, _____, associations, and the like;

WHEREAS, the Company desires to employ the Executive in a similar capacity, for which the Executive is currently employed at _____ ;

WHEREAS, the Executive desires to be employed by the Company in a similar capacity for which Executive is currently employed with _____, namely the President;

WHEREAS, the Executive is expected to make major contributions to the short- and long-term profitability, growth, and financial strength of the Company;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, and conditions herein, along with other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

THE AGREEMENT

1. EMPLOYMENT; TERM.

The Company hereby agrees to employ Executive, and Executive hereby accepts employment by the Company, as an “at-will” employee and on the terms and conditions that hereinafter set forth. Executive shall begin its term of employment at the Company under, and in accordance with, this Agreement, beginning on the Effective Date and ending on the date Executive’s employment is terminated in accordance with Section 5 below (“**Term**”).

2. POSITION, DUTIES AND RESPONSIBILITIES, LOCATION & COMMUTING.

2.1 Position and Duties. Throughout the Term, the Company shall employ Executive as its President (“**President**”) and Executive shall report directly to the Company’s CEO and Board of Managers (the “**Board**”). Executive shall serve the Company, its subsidiaries, and affiliates faithfully, and to the best of the Executive’s ability, and shall devote the Executive’s full business time, energy, experience, and talents to the business of the Company. Executive, in general, shall have such duties, responsibilities, and authority as are commensurate, and consistent, with: (a) the positions of President of a _____; and (b) as may be assigned to her, from time-to-time, by the Company’s Board and the CEO.

Executive shall assure the Company’s successful provision of the following categories of typical _____ services (“**Services**”) to Company clients, as applicable: (a) administrative, operational, and financial; (b) personnel; (c) education; (d) coding, billing, and collection; (e) office space; (f) equipment; (g) information technology; (h) compliance; (i) credentialing; (j) group purchasing; (k) managed care; and (l) strategic planning. Executive shall oversee the day-to-day operations of the Company and, on an ongoing basis, continuously provide day-to-day supervision over all of the Company’s employees

Executive shall also exhibit leadership qualities at the Company; ensure a positive, productive, and profitable Company culture; hire and retain qualified staff needed to successfully operate the Company; implement any and all policies and procedures, as needed; safeguard all personal identifiable information (“**PII**”) collected by Company; ensure Company and client compliance with all Federal, State, and _____ regulations; continue developing beneficial relationships with outside organizations, prospective Company clients, and the medical community in general; deliver strong financial performance through Executive’s Term; and perform such other duties and responsibilities that are commensurate with Executive’s position as President and that may be specifically delegated to Executive, from time-to-time, by the Board or Company officer.

2.2 Compliance with Company Policies. Executive shall be subject to the Bylaws, policies, practices, procedures and rules of the Company, including any policies and procedures set forth in any Company internal documents, such as a Company Code of Conduct & Ethics, or other similar written policy. Executive’s violation of the terms of such documents shall be considered a breach of the terms of this Agreement.

2.3 Location of Employment. Executive’s principal office, and principal place of employment, shall be at the Company’s offices in Humboldt County, CA; provided that Executive may be required under business circumstances to travel outside of such location in connection with performing her duties under this Agreement.

3. **COMPENSATION.**

3.1 Base Salary. During the Term, the Company shall pay to Executive an annual salary of Four Hundred Thousand Dollars (\$400,000.00) (“**Base Salary**”). Executive’s Base Salary shall be paid in substantially equal installments, and at the same intervals as the salaries of other executives of the Company are paid, subject to and in accordance with the Company’s regular payroll payment practices, as in effect from time-to-time.

3.2 Annual Cash Bonus.

(a) During the Term, Executive shall be eligible to receive an annual cash bonus (“**Annual Bonus**”), on terms and conditions as determined by the Board and/or a Board Compensation Committee (“**Committee**”), specifically relating to increases in Company revenue from the Gotham City Hospital Project (“**Gotham Hospital**”).

(b) Any Annual Bonus earned shall be payable in cash, or cash equivalent, in the year following the year in which the bonus is earned; the Annual Bonus shall be subject to Company’s normal payroll and compensation practices.

(c) Executive agrees to repay, to the Company, any Annual Bonus previously paid, or otherwise made available to Executive, which is subject to recovery under any applicable law, rule, regulation, or internal policy of the Company where the amount of such Annual Bonus paid was in excess of what should have been paid, or made available, because the determination of the amount due was based, in whole or in part, on materially inaccurate financial information of the Company and/or Gotham Hospital (“**Excess Annual Bonus**”). Executive hereby agrees to return or repay, promptly, any such incorrect amount of the Excess Annual Bonus that is identified by the Company. If Executive fails to promptly return or repay the specified amount of the Excess Annual Bonus, then Executive agrees that the amount of such Excess Annual Bonus may be deducted, by the Company, from any and all other compensation, including Base Salary, owed to Executive. The provisions of this Section 3.2(c) shall be modified to the extent, and remain in effect for the period, required by applicable laws, rules, or regulations.

4. **EMPLOYEE BENEFITS; PREREQUISITES.**

4.1 Benefits. Executive shall be entitled to participate in such health, group insurance, welfare, pension, and other employee benefit plans, programs, and arrangements as are made generally available from time to time to other employees of the Company, subject to Executive’s satisfaction of all applicable eligibility conditions of such plans, programs, and arrangements. Nothing herein shall be construed to limit the Company’s ability to amend or terminate any employee benefit plan or program in its sole discretion.

Nothing in this Section 4.1, or any other Article or Section of this Agreement, shall be construed to limit the Company's ability to amend or terminate any employee benefit plan or program, in the Company's sole discretion.

4.2 Fringe Benefits, Perquisites, and Paid Time Off. During the Term, Executive shall be entitled to participate in all fringe benefits and perquisites made available to all employees subject to Executive's satisfaction of all applicable eligibility conditions to receive such fringe benefits and perquisites. In addition, Executive shall be eligible for twenty-five (25) days of paid time off ("**PTO**"), per calendar year, in accordance with the vacation and PTO policy, inclusive of vacation days and sick days and excluding standard paid Company holidays, in the same manner as PTO days for employees of the Company generally accrue.

4.3 Reimbursement of Expenses. The Company shall reimburse Executive for all reasonable pre-approved business and travel expenses incurred in the performance of her job duties, promptly upon presentation of appropriate supporting documentation and otherwise in accordance with, and subject to, any expense reimbursement policy of the Company.

5. **TERMINATION; CHANGE-IN-CONTROL.**

5.1 General. The Company may terminate Executive's employment for any reason or no reason and Executive may terminate her employment with the Company for Good Cause only, in either case subject only to the terms of this Agreement. For purposes of this Agreement, the following terms have the following meanings:

(a) "**Accrued Benefits**" shall mean: (i) accrued but unpaid Base Salary through the Termination Date (defined in Section 5.1(d)), payable within thirty (30) days following the Termination Date; (ii) reimbursement for any unreimbursed pre-approved reasonable business expenses incurred through the Termination Date, payable within thirty (30) days following the Termination Date; (iii) accrued but unused PTO days; and (iv) all other payments, benefits, or fringe benefits to which Executive shall be entitled as of the Termination Date under the terms of any applicable compensation arrangement or benefit, equity, or fringe benefit plan or program or grant.

(b) "**Cause**" shall mean: (i) a breach by Executive of her fiduciary duties to the Company; (ii) Executive's breach of this Agreement, which, if curable, remains uncured or continues after ten (10) days' notice by the Company thereof; (iii) the commission of (A) any crime constituting a felony in the jurisdiction in which committed, (B) any crime involving moral turpitude (whether or not a felony), or (C) any other criminal act involving embezzlement, misappropriation of money, fraud, theft, or bribery (whether or not a felony); (iv) illegal or controlled substance abuse or insobriety by Executive; (v) Executive's material negligence or dereliction in the performance of, or failure to perform Executive's duties of employment

with the Company, which remains uncured or continues after ten (10) days' notice by the Company thereof; (vi) Executive's refusal or failure to carry out a lawful directive of the Company or any member of the Board or any of their respective designees, which directive is consistent with the scope and nature of Executive's responsibilities; or (vii) any conduct, action or behavior by Executive that is, or is reasonably expected to be, materially damaging to the Company, whether to the business interests, finance or reputation. In addition, Executive's employment shall be deemed to have terminated for Cause if, on the date Executive's employment terminates, facts and circumstances exist that would have justified a termination for Cause, even if such facts and circumstances are discovered after such termination.

(c) "**Good Reason**" shall mean a material breach by the Company of its obligations under this Agreement, upon which Executive notifies the Board in writing of such material breach within thirty (30) days of such occurrence and such material breach shall have not been cured within thirty (30) days after the Board's receipt of written notice thereof from Executive.

(d) "**Termination Date**" shall mean the date on which Executive's employment hereunder terminates in accordance with this Agreement.

5.2 Termination Without Cause or Termination by Executive for Good Reason. In the event that Executive's employment hereunder is terminated by the Company without Cause or by Executive for Good Reason, Executive shall be entitled to receive the Accrued Benefits. In addition, commencing on the first (1st) payroll date following the date that is sixty (60) days following the Termination Date, the Company shall continue to pay Executive her Base Salary, in accordance with customary payroll practices and subject to applicable withholding and payroll taxes (the "**Severance Payments**"), for four (4) months (the "**Severance Period**"); provided, however, that the Severance Payments shall be conditioned upon the execution, non-revocation, and delivery of a general release of claims by Executive, in a form reasonably satisfactory to the Company, within sixty (60) days following the Termination Date. In the event that Executive fails to timely execute and deliver such a release, the Company shall have no obligation to pay Severance Payments under this Agreement.

5.3 All Other Terminations. In the event that Executive's employment hereunder is terminated by the Company for Cause or due to Executive's death or disability, Executive shall be entitled to receive the Accrued Benefits.

5.4 Return of Company Property. Upon termination of Executive's employment for any reason, or under any circumstances, Executive shall promptly return any and all of the property of the Company and any affiliates (including, without limitation, all computers, keys, credit cards, identification tags, documents, data, confidential information, work product, and other proprietary materials), and other materials.

5.5 Post-Termination Cooperation. Executive agrees and covenants that, following the Term, she shall, to the extent requested by the Company, cooperate in good faith with the Company to assist the Company in the pursuit or defense of (except if Executive is adverse with respect to) any claim, administrative charge, or cause of action by or against the Company as to which Executive, by virtue of her employment with the Company or any other position that Executive holds that is affiliated with or was held at the request of the Company, has relevant knowledge or information, including by acting as the Company's representative in any such proceeding and, without the necessity of a subpoena, providing truthful testimony in any jurisdiction or forum. The Company shall reimburse Executive for her reasonable out-of-pocket expenses incurred in compliance with this Section 5.5.

5.6 Post-Termination Non-Assistance. Executive agrees and covenants that, following the Term, Executive shall not voluntarily assist, support, or cooperate with, directly or indirectly, any person or entity alleging or pursuing or defending against any claim, administrative charge, or cause or action against or by the Company, including by providing testimony or other information or documents, except under compulsion of law. Should Executive be compelled to testify, nothing in this Agreement is intended or shall prohibit Executive from providing complete and truthful testimony. Nothing in this Agreement shall in any way prevent Executive from cooperating with any investigation by any federal, state, or local governmental agency.

6. TAX MATTERS.

6.1 Withholding. The Company shall withhold all applicable federal, state, and local taxes, social security and workers' compensation contributions and other amounts, as may be required by law, with respect to any compensation payable to Executive pursuant to this Agreement.

6.2 Section 409A. Executive may defer any payment to which Executive is entitled under this Agreement pursuant to the Internal Revenue Code ("**Code**") Section 409A ("**§409A**") to the maximum extent permitted under §409A. However, if any such amounts are considered to be "nonqualified deferred compensation" subject to §409A, such amounts shall be paid and provided in a manner that, and at such time and in such form as, complies with the applicable requirements of §409A to avoid the unfavorable tax consequences, as provided for therein, for non-compliance. No Party shall intentionally take any action to accelerate or delay the payment of any amounts, in any manner, which would not be in compliance with §409A without the consent of the other Party. For purposes of this Agreement, all rights to payments shall be treated as rights to receive a series of separate payments to the fullest extent allowed by §409A. To the extent that some portion of the payments provided for under this Agreement may be bifurcated and treated as exempt from §409A under the "short-term deferral" or "separation pay" exemptions, then such amounts may be so treated as exempt from §409A.

7. **NON-COMPETITION; NON-SOLICITATION.**¹

7.1 Non-Competition. Beginning on the Effective Date of this Agreement and lasting through the date that is two (2) years following the Termination Date (the “**Restricted Period**”), Executive will not, and will cause her affiliates not to, directly or indirectly, through or in association with any third-party, in any territory which the Company operates as of the time Executive is no longer employed by, consulting for, serving as a board member of, or no longer otherwise works for, the Company, (i) engage in, market, sell, or provide any services or products which are related to medical management, medical practice, medical insurance, or any other same, or similar to, or otherwise competitive with, services and products provided or sold by the Company throughout Executive’s Term, or (ii) own, acquire, or control any interest, financial or otherwise, in a third-party or business or manage, participate in, consult with, render services for, or otherwise, any business, that in each case is engaged in providing or selling the same, similar, or otherwise competitive services or products which the Company is providing or selling, other than ownership of one percent (1%) or less of the equity of a publicly traded company.

7.2 Non-Solicitation. During the Restricted Period, as first defined in Section 7.1 above, the Executive shall not, and will cause her affiliates not to, directly or indirectly, through or in association with any third-party:

(a)(i) call on, solicit, or service, engage, or contract with, or take any action which may interfere with, impair, subvert, disrupt, or alter the relationship, contractual or otherwise, between the Company and any current or prospective customer, service provider, group, supplier, distributor, developer, licensor, or licensee, or other material business relation of the Company, (ii) divert or take away the business or patronage (with respect to services or products of the kind or type provided, developed, produced, marketed, furnished, or sold by the Company) of any of the clients, customers, or accounts, or prospective clients, customers, or accounts, of the Company, or (iii) attempt to do any of the foregoing, either for Executive’s own purposes or for any other third-party; and

(b)(i) solicit, induce, recruit, or encourage any employees or independent contractors of, or consultants to, the Company to terminate their relationship with the Company, or take away or hire such employees, independent contractors, or consultants or (ii) attempt to do any of the foregoing, either for Executive’s own purposes or for any other third-party.

8. **NONDISCLOSURE; NON-USE OF CONFIDENTIAL INFORMATION.**²

8.1 Executive acknowledges that: (i) the Confidential Information (as defined, below, in Section 8.3) is a valuable, special, and unique asset of the Company, the unauthorized disclosure or use of which could cause substantial injury and loss of profits and goodwill to the Company; (ii) Executive is in a position of trust and subject to a duty of loyalty to the Company, and (iii) by reason

of her employment and service to the Company, Executive will have access to the Confidential Information. Executive, therefore, acknowledges that it is in the Company's legitimate business interest to restrict Executive's disclosure or use of Confidential Information for any purpose other than in connection with Executive's performance of Executive's duties for the Company, and to limit any potential misappropriation of such Confidential Information by Executive.

8.2 Executive will not disclose or use at any time, either during the Term or thereafter, any Confidential Information (as defined, below, in Section 8.3) of which Executive is or becomes aware, whether or not such information is developed by her, except to the extent that such disclosure or use is directly related to and required by Executive's performance in good faith of duties assigned to Executive by the Company or has been expressly authorized by the Board; provided, however, that this sentence shall not be deemed to prohibit Executive from complying with any subpoena, order, judgment, or decree of a court or governmental or regulatory agency of competent jurisdiction (an "**Order**"); provided, further, however, that (i) Executive agrees to provide the Company with prompt and immediate written notice of any such Order and to assist the Company, at the Company's expense, in asserting any legal challenges to or appeals of such Order that the Company in its sole discretion pursues, and (ii) in complying with any such Order, Executive shall limit her disclosure only to the Confidential Information that is expressly required to be disclosed by such Order. Executive will take all appropriate steps to safeguard Confidential Information and to protect it against disclosure, misuse, espionage, loss, and theft. Executive shall deliver to the Company at the Termination Date, or at any time the Company may request, all memoranda, notes, plans, records, reports, electronic information, files and software, and other documents and data (and copies thereof) relating to the Confidential Information or the Work Product (as defined, below, in Section 9.1) of the business of the Company which Executive may then possess or have under her control.

8.3 As used in this Agreement, the term "**Confidential Information**" means information that is not generally known to the public (including the existence and content of this Agreement) and that is used, developed, or obtained by the Company in connection with its business, including, but not limited to, information, observations, and data obtained by Executive while employed by the Company or any predecessors thereof (including those obtained prior to the date of this Agreement) concerning (i) the business or affairs of the Company (or such predecessors), (ii) products or services, (iii) fees, costs and pricing structures, (iv) designs, (v) analyses, (vi) drawings, photographs and reports, (vii) computer software and hardware, including operating systems, applications and program listings, (viii) flow charts, manuals and documentation, (ix) databases and data, (x) accounting and business methods, (xi) inventions, devices, new developments, methods, and processes, whether patentable or unpatentable and whether or not reduced to practice, (xii) customers and clients (and all information with respect to such persons) and customer or client lists, (xiii) suppliers (and all information with respect to such persons) or supplier lists, (xiv) other copyrightable works, (xv) all production methods, processes, technology, and trade secrets, and (xvi)

all similar and related information in whatever form. Confidential Information, however, shall not include any information that has been published in a form generally available to the public prior to the date Executive proposes to disclose, or use, such information. Confidential Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

9. PROPERTY; INVENTIONS & PATENTS.³

9.1 Property. Executive agrees, throughout the Term and the Restricted Period, that all work products, and work in progress, which is created by Executive, shall without exception, but to the fullest extent permitted by Federal and California law, constitute work for hire and shall be property of the Company. Any and all documents, records, computer systems, programs, technologies, models, forms, instructions, strategies, methods, analyses, reports, trade names, logos, trademarks, and service marks, regardless if patentable or unpatentable, which relate to the Company's actual or anticipated business, research and development, or existing or future services, and which are conceived, developed, or made by Executive, regardless of when and with whom, while employed by the Company, and for the Restricted Period, belong in all instances to the Company (collectively, the "**Work Product**"). Executive shall always promptly disclose any Work Product to the Company and, as necessary, perform all actions reasonably requested by the Company to establish and confirm the Company's sole ownership of such Work Product. Executive hereby agrees that to the extent any Work Product is not works for hire, then such Work Product, and Executive's right, title, and interest in the Work Product, including every priority right, is hereby assigned to the Company.

9.2 Cooperation. Executive shall, during the Term and at any time thereafter, assist and cooperate fully with the Company in obtaining for the Company the grant of letters patent, copyrights, and any other intellectual property rights relating to the Work Product in the United States and/or such other countries as the Company may designate. With respect to the Work Product, Executive shall, during the Term and at any time thereafter, execute all applications, statements, instruments of transfer, assignment, conveyance or confirmation, or other documents, furnish all such information to the Company and take all such other appropriate lawful actions as the Company requests that are necessary to establish the Company's ownership of such Work Product. Executive will not assert or make a claim of ownership of any Work Product, and Executive will not file any applications for patents or copyright or trademark registration relating to any Work Product.

9.3 No Designation as Inventor; Waiver of Moral Rights. Executive agrees that the Company shall not be required to designate Executive as the inventor or author of any Work Product. Executive hereby irrevocably and unconditionally waives and releases, to the extent

permitted by applicable law, all of Executive's rights to such designation and any rights concerning future modifications to any Work Product. To the extent permitted by applicable law, Executive hereby waives all claims to moral rights in and to any Work Product.

9.4 Attorney-in-Fact. Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Executive's agent and attorney-in-fact, to act for and on Executive's behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyright, trademark, and mask work registrations with the same legal force and effect as if executed by Executive, if the Company is unable because of Executive's unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Executive's signature for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright or trademark registrations covering the Work Product owned by the Company pursuant to this Section.

10. COVENANT TO ENSURE COMPLIANCE.

[Industry specific covenants may be added to this Section].

11. NON-DISPARAGEMENT.⁴

Executive agrees that, during the Term and at any time thereafter, she will not make, or cause to be made, any statement, observation, or opinion, or communicate any information (whether oral or written), to any person other than a member of the Board, that disparages the Company or is likely in any way to harm the business or the reputation of the Company, or any of its former, present, or future managers, directors, officers, members, stockholders, or employees, unless the disclosure pertains to unlawful or potentially unlawful acts that occur or have occurred in the workplace.

12. ASSURANCES BY EXECUTIVE.

Executive represents and warrants to the Company that she is free to enter into this Agreement and that Executive is able to perform all terms of, and under, this Agreement; Executive hereby represents and warrants, to the Company, that:

- (a) Executive is under no obligation or commitment, whether contractual or otherwise, that is inconsistent with Executive's obligations and commitments under this Agreement;
- (b) Executive has not entered into, and agrees that she will not enter into, any agreement, either written or oral, in conflict with any obligations, commitments, and/or terms in this Agreement; and

(c) Executive will not bring to the Company, or use or disclose to any person or entity associated with the Company, any confidential or proprietary information belonging to any former employer, or other person and/or entity, with regards to Executive's obligation of confidentiality as fully described in Section 8.

13. TERMINATION/REPAYMENT OF SEVERANCE PAYMENT(S).

In addition to the foregoing, and not in any way in limitation thereof, or in limitation of any right or remedy otherwise available to the Company, if Executive violates any provision of this Agreement, any obligation of the Company to pay Severance Payments shall be terminated and of no further force or effect, and Executive shall promptly repay to the Company any Severance Payments previously made to Executive, in each case, without limiting or affecting Executive's obligations under this Agreement the Company's other rights and remedies available at law or equity.

14. NOTICES.

Any notice, request, demand, or other communication required, or permitted, hereunder shall be in writing and shall be deemed properly given when actually received or within seven (7) days of mailing by certified or registered mail, return receipt requested, postage prepaid, whichever first occurs,

to Company at: **Management Services, Inc.**
1234 Humboldt Rd., STE 10
Humboldt County, CA 90000
Email: admin@MS.com

With a copy to (such copy shall not constitute notice):
B.J. Kang Law, PC
100 Daingerfield Road, Suite 101
Alexandria, Virginia 22314
Email: admin@bjkanglaw.com

to Executive at: **Pavel Bure**
13 Canuck Street
San Jose, CA 95134
Email: pavelbure@pavelbure.com

With a copy to (such copy shall not constitute notice):
Jagr, Lemieux, and Francis
Attn: Jaromir Jagr

21 Penguins St., Long Beach, CA 90802
Email: jagr@JLF.com

Either the Company or Executive may change its address for the purpose of this Agreement by giving notice to the other Party in accordance with this Section 8.

15. GOVERNING LAW; ARBITRATION.⁵

This Agreement shall be construed, performed, and enforced in accordance with, and thus governed by, the internal laws of the State of California, without giving effect to the principles of conflict laws thereof. In the event of any dispute, claim, or controversy arising out of, or relating to, this Agreement, including any claim based on contract, tort, or statute, or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate or be arbitrated (“**Dispute**”):

(a) then the Company and Executive shall first, over a period of no less than seven (7) days, engage in informal, and good faith, discussions and attempt to resolve the Dispute;

(b) if the Company and Executive are unable to resolve the Dispute in the manner described in Section 15(a), then the Dispute shall be determined by confidential, and binding, arbitration in Los Angeles, California before at least one (1), but no more than three (3), independent arbitrators. Such arbitration shall be administered by the American Arbitration Association (“**AAA**”) Commercial Arbitration Rules and, accordingly, the judgment on any award pursuant to such arbitration may be entered in any court of competent jurisdiction;

(c) in any arbitration arising out of or related to this Agreement, as contemplated in Section 15(b), the AAA arbitrator(s) shall award to the prevailing Party, if any, the costs and attorneys’ fees reasonably incurred by the prevailing Party in connection with the arbitration. If the arbitrator(s) determines a Party to be the prevailing Party under circumstances where the prevailing Party won on some, but not all of, the claims and counterclaims, the arbitrator(s) may award the prevailing Party an appropriate percentage of the costs and attorneys’ fees reasonably incurred by the prevailing Party in connection with the arbitration of the Party’s Disputes;

(d) the Parties, if applicable, shall maintain the confidential nature of any arbitration proceeding and award, except as may be necessary in connection with a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision; and

(e) notwithstanding anything contained herein this Section 15, or anywhere else in this Agreement, to the contrary, either Party shall be entitled to seek to obtain any provision remedy, including injunctive or similar relief, from any court of competent jurisdiction as may be necessary to protect that Party’s rights and interests.

16. AMENDMENTS; WAIVERS.

This Agreement may not be modified, amended, or terminated except by an instrument in writing, which must be mutually signed by Executive and a duly-authorized representative of the Company who may not be Executive. Either of the Parties may waive compliance by the other Party with any provision(s) of this Agreement, that such other Party is obligated to comply with or perform, if the non-waiving Party specifies the other Party's ability to waive in a written instrument that is signed by both Parties; provided, however, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. To be effective, such written waiver must specifically refer to the specific condition(s) or provision(s), in as much detail as possible, of this Agreement that are being waived.

17. INCONSISTENCIES.

In the event of any inconsistency between any provision of this Agreement and any provision of any Company arrangement, the provisions of this Agreement shall control unless Executive and the Company otherwise agree that the other provision of any Company arrangement is to control in a writing that expressly refers to the provision of this Agreement that is being waived.

18. ASSIGNMENT.

Executive hereby acknowledges that the services to be performed by her are unique and personal to Executive; Executive shall not, without the Company's prior written consent, assign or delegate any rights, obligations, or provision of services under this Agreement. To the fullest extent as permitted by law, the obligations of Executive, under this Agreements, shall be binding upon Executive's heirs, administrators, executors, assigns, and any other legal representative(s); furthermore, Executive hereby agrees that this Agreement shall be binding upon, and shall inure to the benefit of, and be enforceable by, the Company's successors and assigns.

19. VOLUNTARY EXECUTION; REPRESENTATIONS.

Executive hereby warrants, represents, and acknowledges that Executive:

(a) has consulted with, or has had the opportunity to consult with, independent counsel of Executive's own choosing concerning this Agreement, and particularly any legal references and requirements such as OIG Safeharbors, Stark Law compliance, and the like, and has been advised to seek such independent counsel by the Company;

(b) has read and fully understands the terms, content, and effect of this Agreement;

(c) is competent and of sound mind to execute this Agreement; and

(d) is fully aware of the legal effect of this Agreement and has entered into it freely based on Executive's own judgment and without duress.

20. HEADINGS.

The headings of the Sections and/or Articles, and subsections and/or subarticles, contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

21. CONSTRUCTION.

The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent; no rule of strict construction shall be applied against any Party.

22. BENEFICIARIES/REFERENCES.

Executive shall be entitled, to the extent permitted under applicable law, to select and change a beneficiary or beneficiaries to receive any compensation or benefit hereunder following Executive's death by giving written notice thereof. In the event of Executive's death or a judicial determination of her incompetence, references in this Agreement to Executive shall be deemed, where appropriate, to refer to her beneficiary, estate, or other legal representative.

23. SURVIVORSHIP.

Except as otherwise set forth in this Agreement, the respective rights and obligations of the Parties shall survive any termination of Executive's employment and the Term.

24. SEVERABILITY.

It is the desire and intent of the Parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies of the State of California. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction or arbitrator to be invalid, prohibited, or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited, or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

25. RIGHT OF SET OFF.

In the event of a breach by Executive of a provision, or the provisions, of this Agreement, the Company is hereby authorized at any time, and from time-to-time, to the fullest extent permitted by law, and after ten (10) days prior written notice to Executive, to set off and apply any and all amounts at any time held by the Company on behalf of Executive and all indebtedness at any time owing by the Company to Executive against any and all of the obligations of Executive now, or hereafter, existing.

26. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one (1) and the same instrument. Signatures delivered by facsimile or PDF shall be effective for all purposes.

27. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the Parties and supersedes all prior or contemporaneous negotiations, correspondence, understandings and agreements between the parties, regarding the subject matter of this Agreement. This Agreement supersedes, and Executive is released from, any previous agreement Executive may have entered into with MS.

***/REMAINDER INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW/***

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand on the Effective Date indicated above.

_____[COMPANY NAME]_____

_____[EXECUTIVE NAME]_____

/s/ _____

/s/ _____

Name: _____

Name: _____

Date: _____

Date: _____

/REMAINDER INTENTIONALLY LEFT BLANK/

NOTES

1. California generally opposes noncompetition and nonsolicitation clauses as a matter of public policy. However, a clause will be upheld so long as: it specifically states how long the covenant runs and is specific as to the geographic location it applies to; it is necessary to protect trade secrets of the employer; and it does not prevent a person from pursuing an entire trade, business, or profession. If a covenant would be valid except for the exclusion of a specific time or location covered by the covenant, it will be interpreted in a manner to make it valid.
2. Under California law, following the end of Term, a former employee may use methods of doing business which are skilled variations of general processes or strategies used by the Company and that particular trade in other endeavors; additionally, non-disclosure of certain information to other employees besides for the Executive does not necessarily make the information confidential.
3. This clause is intended to protect a company from loss of revenue due to use of company property for independent gain. It necessarily favors the company over the executive. The clause cannot apply to inventions and property developed entirely on the Executive's own time and without using any resources exclusive to the Company, including trade secrets, unless it can be demonstrated that the company anticipated development of the invention or property.
4. In California, any non-disparagement clause in an employment contract should include that an employee, regardless of status or role, cannot be denied the right to disclose information regarding unlawful or potentially unlawful acts that occur in the workplace.
5. California Labor Code § 925, which illegalizes any forum selection clause requiring adjudication outside the state or denying an employee the substantive protection of California law, does not apply so long as the employee was represented by independent counsel while negotiating employment terms. Refer to Section 19 of this agreement. Additionally, other actions to enforce collection of unpaid wages may be maintained despite the existence of a private agreement requiring arbitration of disputes that may arise as a result of employment.