

Employee Handbook

Massage Department Resource

[Clinic Name]

[Clinic Address]

[Clinic Phone]

I acknowledge receipt of this employee handbook. I further acknowledge that I have reviewed, understand and agree to the contents of this handbook.

Agreed to and accepted:

Employee

Name: _____

Signature: _____

Date: _____

Company

Name: _____

Signature: _____

Date: _____

[Clinic Name] Employee Handbook

I. Introduction

This handbook is intended to outline and explain [Clinic Name]'s practices and policies. This employee handbook also summarizes current Company benefits. Please refer to the actual plan documents for information and answers to specific benefit questions.

This employee handbook should be regarded as a set of guidelines only. It is not a contract. Neither the policies in this handbook, nor any other written or verbal communication by a company officer, manager, or supervisor are intended to create a contract of employment or a warranty of benefits. The policies in this handbook may be amended, modified, deleted or otherwise changed by [Clinic Name] without prior notice. This handbook supersedes and replaces all prior employee manuals, handbooks, policies, or procedures. If you have any questions about any of the policies or procedures in this handbook, please consult Dr. Roy Steinberg.

II. Hours of Work, Overtime and Pay Details

A. Hours of Work

[Clinic Name] work hours are specified upon hire. [Clinic Name] reserves the right to modify employee's starting and quitting times and the number of hours worked.

B. Overtime Pay

1. Overtime Definition and Pay Rates

[Clinic Name] will pay overtime consistent with applicable federal and state law and regulations for hourly, non-commissioned, non-exempt employees. Unless otherwise provided, the workweek on which weekly overtime calculations will be based begins each Sunday at midnight.

2. Preauthorization

No employee may work overtime without the express prior approval of their supervisor.

C. Place and Time for Payment of Wages

1. Regular Paydays

All [Clinic Name] employees are paid on the 15th and the last day of each month, or the next business day if a regular payday falls on a holiday. The pay periods end on the 15th and the last day of each month. All employees are eligible to participate in [Clinic Name]'s direct deposit payroll program. If you choose to do so, your paycheck will be automatically deposited each pay day to a bank account of your choice.

2. Base pay for LMP

Wages are the greater of either (massage rate x massage hours) OR (clock hours x minimum wage).
First 6 pay periods: \$12/clock hour is minimum base pay.

3. No-show and late cancel patients:

When a pre-scheduled client does not show up for their appointment or cancels with less than 24 hours notice, the LMP will have the choice of the following:

- Missed appointment time off without pay
- Completion of support tasks in the office as assigned by the office manager, to include cleaning, organizing, marketing and other tasks
- If no contact is made with the front desk the no show will not be logged or paid out

D. Performance Review

Compensation and benefits are tied directly to your performance. Hourly and salaried employees receive a performance review approximately every 6 months. The purpose of the review is to evaluate your current level of performance, to examine the progress you have made since the last review and to establish goals for your next review.

III. Employee Benefits

[Clinic Name] provides benefits for its regular full-time eligible employees. Definition of full time massage therapist is one who works 4 or more regular scheduled shifts per week (averaging 17 shifts in a month). Definition of a full time administrative employee is one who works a minimum of 30 hours per average week, beginning Sunday morning and ending Saturday night.

A. Medical Subsidy

All regular full-time employees are eligible to participate in [Clinic Name]'s health wellness stipend plan starting the first day of the month following 60 days from date of hire. See employee benefits handout for eligibility and coverage information.

B. Self Care Plan

All administrative staff and full time LMPs are entitled to one free 60 minute massage each month, provided there is space available and there are no scheduling conflicts. Part time LMPs are entitled to one free 30 minute massage each month. After the complimentary massage has been used, the massage therapists are welcome to trade massages with one another, provided that first priority will be given to our clients.

C. Voluntary Benefits

[Clinic Name] also offers its employees access to employee-paid benefits. Aflac representative Coral Anderson: 425.876.0208, coral_anderson@us.aflac.com. See management for more information.

D. Employee Training

[Clinic Name] offers an orientation session, and free training sessions to all licensed massage therapists. For help coordinating additional training sessions, follow up orientation questions, treatment feedback opportunities, etc. speak with management or a Lead Therapist.

E. Lead Therapist Orientation

All new massage therapists will receive an orientation session with a Lead Therapist. The Lead Therapist acts as a liaison between the front and back office. Lead Therapists guide therapists with a variety of tasks such as supplies management, delegation of opening, closing, and cleaning tasks, and overall best practices with treatments and charting.

F. Bonus Opportunities

1. Production Bonus

All full-time licensed massage therapists are eligible for a monthly production bonus. The current production bonus structure is as follows:

- 60 treatment hours = medical stipend after 60 days
- 80 treatment hours = receive \$40 bonus
- 100 treatment hours = receive \$80 bonus
- 120 treatment hours = receive \$120 bonus

Employee treatments provided beyond 1 hour/month are not included in production bonuses.

2. Annual Bonus

All full-time massage therapists (averaging 17 scheduled shifts per month) are eligible for an annual bonus, paid as follows: \$250 per year of service for the first year, \$500 paid on 2-year anniversary. Max \$500 per year.

3. Senior Therapist Bonus

After 2 years of continuous employment, all full time therapists are eligible to receive the senior therapist production bonus. This bonus is in lieu of the production bonus listed above. "Available hours" is defined as the normal scheduled shifts in a given month, inclusive of sick time and vacation time. "Eligible treatment hours" is defined as all delivered massage time for cash, insurance and self-care clients. No-shows and late cancels are not eligible for this bonus purpose. The bonus will pay as follows:

- 70% booking of available hours will be base pay rate plus \$1/hour for all eligible provided treatment hours
- 80% booking of available hours will be base pay rate plus \$2/hour for all eligible provided treatment hours

4. Lead Therapist Bonus

Lead Therapists are eligible for a monthly bonus of \$50 paid out at month end.

IV. Holidays, Vacation, Sick Leave and Leaves of Absence

A. Holidays

[Clinic Name] observes the following holidays and provides all employees time off without pay unless otherwise provided in this policy:

New Year's Day
Independence Day
Thanksgiving Day
Christmas Day

B. Vacation Policy

[Clinic Name] provides vacation benefits to eligible employees to enable them to take paid time off for rest and recreation. [Clinic Name] believes this time is valuable for employees in order to enhance their productivity and to make their work experience with [Clinic Name] personally satisfying. [Clinic Name] also provides long-service employees with additional vacation benefits as years of service are accumulated.

1. Vacation Time

- Admin

All regular full-time administrative or managerial employees, excluding licensed massage therapists, who have completed 12 months of continuous service, measured from the date of hire, are eligible for paid vacation benefits. Continuous service is defined as service that is uninterrupted by termination of employment and subsequent rehire by [Clinic Name] or a break in services that has been bridged for a period of longer than 2 weeks. After completion of 12 months of continuous service, eligible employees are able to accrue up to one week of paid vacation. A week is defined as the average number of hours worked per week in the preceding 12 months. Paid vacation days accrue at the rate of one half day per month of continuous service, starting on the thirteenth full month of service. A day is defined as the average number of hours per workday in the preceding 12 months. After two years of continuous service, and each year thereafter, eligible employees are entitled to two weeks of paid vacation. Paid vacation days accrue at the rate of one day per month of continuous service, starting on the twenty-fifth full month of service. Pay rate for vacation is calculated by the total gross pay divided by the number of hours in the preceding 12 month period.

- Massage Therapists

All vacation time must be requested in writing or via email and approved in advance. All therapists are entitled to a maximum of 1 'work week' of vacation per year and up to 2 work weeks of vacation if the employee has been employed, full time, 13 or more consecutive months. A work week is defined by the average number of shifts worked per week. For example: 4 work shifts per week = 4 vacation days in first 12 months of full time employment and 8 vacation days beyond 12 months. Vacation days must be used in the calendar year in which they accrue. Excessive sick time will result in equally decreased vacation allowance.

2. Pay in Lieu of Vacation

No employee will receive pay in lieu of vacation unless the employee has deferred their vacation at [Clinic Name]'s request. Unused paid vacation time during any 12 month period will be forfeited.

3. Vacation Accrual During Leaves of Absence

No vacation accrues during an unpaid leave of absence or while on disability salary continuation. Vacation accruals recommence when the employee returns to work.

4. Vacation Approval

All vacations must be approved in advance. All employees are entitled to a maximum of one work week of vacation days per year (two work weeks if the employee has been with [Clinic Name] over 12 months), regardless of if it is paid or unpaid. [Clinic Name] recognizes that massage therapists must occasionally take time off for continuing education and will try to accommodate this when possible.

5. Vacation Use

All vacation days should be taken in the year in which they accrue, unless prior approval is obtained from the supervisor. In the absence of such approval, accumulated vacation will be forfeited. Employees are not to request time off in excess of the guideline above.

6. Holidays Occurring during Vacation

If an observed Company holiday (see guideline entitled Holidays) occurs during an employee's scheduled vacation, no deduction from accrued vacation will be made for the holiday period. An employee may add to their vacation period by adding to or using the holiday period in place of accrued vacation time.

C. Sick Leave

In order to help prevent loss of earnings caused by accident or illness, [Clinic Name] has established paid sick and emergency leave.

1. Eligibility

All regular full-time non-commissioned, non-exempt employees are eligible for four days' sick leave each year based on their hire date. If employed less than one year, the employee will accrue one paid sick day per 3-month period. Employees do not accrue sick leave during their 90-day introductory periods.

2. Use

- Sick leave is defined as absence from work that is not scheduled in advance and not pre-approved.
- Sick leave may be taken for personal illness or disability, or to care for a child of the employee with a health condition that requires treatment or supervision; or a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.
- New employees who are absent due to illness or disability during their introductory period will not be compensated.
- Sick leave will not accrue during any leave of absence.

- Massage therapists recognize that unscheduled time off is disruptive to patient care and will take all possible steps to avoid this. Greater than 4 days per year for full time and greater than 2 days per year for part time is considered excessive. If a therapist takes more than this amount of sick time per year, he/she will be expected to decrease vacation time equally.

3. Pay in Lieu of Sick Leave

No employee will receive pay in lieu of sick leave under any circumstances, and employees will not receive pay for unused sick leave on termination of employment.

D. Legally Required Leaves of Absence

Employees will be granted a leave of absence as required by law for the purpose of fulfilling any required legal or military obligation (for example: jury duty or military duty).

Employees are required to provide reasonable advance notice of any need for such leave and are expected to return to work each day or portion of the day that they are not selected for jury duty or called as a witness. For nonexempt employees, this leave will be unpaid. For exempt employees, salary during leave will be offset by any amounts received as jury or witness fees or as military pay, and no salary will be paid for workweeks in which no Company work is performed.

V. Workplace Rules and Procedures

A. Rules of Conduct and Discipline

1. Policy

Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet Company standards, [Clinic Name] will endeavor when it deems appropriate to provide the employee a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction, they will be subject to discipline up to and including termination.

The rules set forth below are intended to provide employees with fair notice of what is expected of them. Necessarily, however, such rules cannot identify every type of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interests of [Clinic Name], other employees or customers may also result in disciplinary action. Nothing in these rules is intended to modify the at-will nature of your employment with the company.

2. Job Performance

Employees may be disciplined for poor job performance, including but not limited to the following:

- Unsatisfactory work quality or quantity
- Poor attitude (for example, rudeness or lack of cooperation)
- Excessive absenteeism, tardiness, or abuse of break and lunch privileges
- Failure to follow instructions or Company procedures, or
- Failure to follow established safety regulations

3. Misconduct

Employees may be disciplined for misconduct, including but not limited to the following:

- Insubordination
- Dishonesty
- Theft
- Discourtesy
- Misusing or destroying Company property or the property of another on Company premises
- Violating conflict-of-interest rules
- Disclosing or using confidential or proprietary information without authorization
- Falsifying or altering Company records, including the application for employment
- Interfering with the work performance of others
- Altercations
- Harassing, including sexually harassing, employees or customers
- Being under the influence of, manufacturing, dispensing, distributing, using, or possessing alcohol, marijuana, or illegal or controlled substances on Company property or while conducting Company business
- Gambling on Company premises or while conducting Company business
- Sleeping on the job or leaving the job without authorization
- Possessing a firearm or other dangerous weapon on Company property or while conducting Company business
- Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of [Clinic Name], its employees, customers or property, or
- Failing to report to [Clinic Name] within five days any conviction under any criminal drug statute for a violation occurring in the workplace.
- Being disciplined by or released from membership on any provider panel due to rules violations or misconduct.

4. Attendance

In addition to the general rules stated above, employees may be disciplined for failing to observe the following specific requirements relating to attendance:

- Reporting to work on time, observing the time limits for rest and lunch periods, and obtaining approval to leave work early; and
- Notifying the office AND the manager in advance of anticipated tardiness or absence.
- Reporting to work during inclement weather conditions, assuming there is reasonable access to public transportation.

(Note: Massage therapists should arrive no later than 15 minutes before the start of their scheduled shift. Administrative staff should arrive no later than 15 minutes before their scheduled shift.)

5. Office Dress

Office dress should be professional clean and conservative. Conservative colors like black, white khaki and beige are best. The following is a list of unacceptable attire: denim pants (jeans), excessively tight or grungy workout clothes, flip flops, tops with spaghetti straps, open-toed shoes, cleavage exposing tops, short shorts, low-rider pants. Shirts with large logos or graphics are not acceptable. Shirts must come down past the top of the pants. Skirts and dresses must have a hemline either at or below the knee. Facial piercing is not allowed; must be removed or replaced with

clear/flesh jewelry. Hair should be neat and restrained. Jewelry is acceptable assuming it does not interfere with the ability to provide massage. All jewelry should be neat, modest and professional in nature. Please see management for a picture guide to appropriate office dress.

6. Discipline Procedure

Except as set forth below, discharge for poor performance ordinarily will be preceded by an oral warning and a written warning. [Clinic Name] reserves the right to proceed directly to a written warning or to termination for misconduct or performance deficiency without resort to prior disciplinary steps when [Clinic Name] deems such action appropriate. Nothing in these rules is intended to modify the at-will nature of your employment with the company.

B. Personnel Records

The information in the employee's personnel file is permanent and confidential, and must be kept up-to-date. The employee should inform the Personnel Manager immediately whenever there are changes in personal data such as address, telephone number, marital status, number of dependents, and person(s) to notify in case of emergency.

Personnel files are the property of [Clinic Name] and may not be removed from [Clinic Name]'s premises.

C. Conflicts of Interest

While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts, from which employees should refrain, include the following:

- Accepting personal gifts or entertainment from competitors, customers, suppliers, or potential suppliers.
- Using proprietary or confidential Company information for personal gain or to [Clinic Name]'s detriment
- Using Company assets or labor for personal use
- Committing [Clinic Name] to give its financial or other support to any outside activity or organization without prior authorization.

D. Parking

[Clinic Name] employees are required to prioritize the access and convenience of the clients. The parking on 103rd Avenue NE must be left available for [Clinic Name] customers. The company currently has several paid parking spots, which should be used by therapists whenever possible.

E. Security and Confidential Information

The security of employees, employee property and Company property is of vital importance to [Clinic Name]. All employees share responsibility to ensure that proper security is maintained.

F. Obligations on Termination

On termination of employment, whether voluntary or involuntary, all Company documents and other tangible Company property in the employee's possessions or control must be returned to [Clinic Name].

G. Drug-Free Workplace

1. Purpose of Guideline

It is the intent of [Clinic Name] to maintain a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. [Clinic Name] has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with health, safety, efficiency and success at [Clinic Name]. Employees who are under the influence of a drug or alcohol on the job compromise [Clinic Name]'s interests, endanger their own health and safety and the health and safety of others, and can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for coworkers, behavior that disrupts other employees, delays in the completion of jobs, inferior quality in products or services, and disruption of customer relations. Any employee found to be in conflict with this policy will be subject to disciplinary action up to and including suspension and/or termination.

VI. Workplace Safety

A. Policy

[Clinic Name] is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, [Clinic Name] has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. Listed below is a copy of [Clinic Name]'s General Safety Rules.

You are required to know and comply with [Clinic Name]'s General Safety Rules and to follow safe and healthy work practices at all times. You also are required to report immediately to your supervisor any potential health or safety hazards and all injuries or accidents. First aid supplies are located in the supply room. In case of emergency, the nearest emergency room is located at Overlake Hospital in downtown Bellevue.

B. Safety Rules

Safety is to be given primary importance in every aspect of planning and performing all [Clinic Name] activities. We want to protect you against industrial injury and illness, as well as minimize the potential loss of production. Please report all injuries (no matter how slight) to your manager immediately, as well as anything that needs repair or is a safety hazard. Below are some general safety rules. Your manager or department head may post other safety procedures in your department or work area:

- Avoid overloading electrical outlets with too many machines.
- Use flammable items such as cleaning fluids with caution.
- Report to your manager if you or a coworker becomes ill or is injured.
- Ask for assistance when lifting heavy objects or moving heavy furniture.
- Keep cabinet doors and file and desk drawers closed when not in use.

VII. Miscellaneous

A. Open-Door Policy

[Clinic Name] has an Open-Door Policy that encourages employee participation in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to talk them over with their supervisor or any other management representative with whom they feel comfortable. [Clinic Name] believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise work-related concerns with Roy Steinberg, or with a supervisor or other management representative of their choice, as soon as possible after the events that cause the concern. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. Although [Clinic Name] cannot guarantee that in each instance the employee will be satisfied with the result, [Clinic Name] will attempt in each instance to explain the result to the employee if the employee is not satisfied. [Clinic Name] will also attempt to keep all such expressions of concern, the results of its investigation and the terms of the resolution confidential. However, in the course of investigating and resolving the matter, some dissemination of information to others may be appropriate.

B. Exit Interview

Employees who leave [Clinic Name] for any reason may be asked to participate in an exit interview. This interview is intended to permit terminating employees the opportunity to communicate their views regarding their work with [Clinic Name], including job duties, job training, job supervision and job benefits. At the time of the interview, employees are expected to return all Company-furnished property, such as uniforms, tools, equipment, ID cards, keys, credit cards, documents, and handbooks. Arrangements for clearing any outstanding debts with [Clinic Name] and for receiving final pay will also be made at this time.

C. Violence in the Workplace

[Clinic Name] recognizes that workplace violence is a growing concern among employers and employees across the country. [Clinic Name] is committed to providing a safe, violence-free workplace and strictly prohibits employees, consultants, customers, visitors or anyone else on Company premises or engaging in a Company-related activity from behaving in a violent or threatening manner. As part of this policy, [Clinic Name] seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence even prior to any violent behavior occurring.

D. Administrative Staff and Financial Transactions

The administrative staff is not to sign off on any payments or agreements for services, contracts, donations, refunds, etc. These financial transactions or documents are to be directed to management.

E. Background Check & Credit Check

[Clinic Name] reserves the right to perform basic background checks on all potential employees – administrative and massage therapists. [Clinic Name] also reserves the right to perform credit checks on current or prospective employees in an administrative or management position.

VIII. At-Will Employment

[Clinic Name] has an at-will employment policy, which means that the term of employment is for no definite period and may be terminated by the employee or by [Clinic Name] at any time and for any reason, with or without cause or advance notice.

IX. Equal Employment Opportunity

It is [Clinic Name]'s policy to provide equal employment opportunity for all applicants and employees. [Clinic Name] does not unlawfully discriminate on the basis of race, color, religion, sex (including pregnancy, childbirth or related medical conditions), national origin, ancestry, age, physical disability, mental disability, medical condition, family-care status, veteran status, marital status or sexual orientation. [Clinic Name] also makes reasonable accommodations for disabled employees. Finally, [Clinic Name] prohibits the harassment of any individual on any of the bases listed above. For information about the types of conduct that constitute impermissible harassment and [Clinic Name]'s internal procedures for addressing harassment complaints, please refer to the Policy against Harassment below.

This nondiscrimination policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social and recreational programs. It is the responsibility of every manager and employee to conscientiously follow this policy. Any employee having any questions regarding this policy should discuss them with Roy Steinberg.

X. Policy against Harassment

[Clinic Name] is committed to providing a workplace free of sexual harassment (which includes harassment based on gender, pregnancy, childbirth or related medical conditions), as well as harassment based on such factors as race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family-care or medical leave status, or veteran status. [Clinic Name] strongly disapproves of and will not tolerate harassment of employees by managers, supervisors, or coworkers. Similarly, [Clinic Name] will not tolerate harassment by its employees of non-employees with whom [Clinic Name] employees have a business, service, or professional relationship.

Any incident of harassment, including work-related harassment by any company personnel or any other person, should be reported promptly to the employee's supervisor or manager (or to any other member of management) or to Roy Steinberg, who is responsible for investigating the matter. Managers who receive complaints or who observe harassing conduct should inform Roy Steinberg immediately. [Clinic Name] emphasizes that an employee is not required to complain first to their supervisor if that supervisor is the individual who is harassing the employee.

Every reported complaint of harassment will be investigated thoroughly, promptly and in a confidential manner. In addition, [Clinic Name] will not tolerate retaliation against any employee for cooperating in an investigation or for making a complaint to Roy Steinberg or any other manager.

In the case of Company employees, if harassment is established, [Clinic Name] will discipline the offender. Disciplinary action for a violation of this policy can range from verbal or written warnings up to and including immediate termination depending upon the circumstances. With regard to acts of harassment by customers or vendors, corrective action will be taken after consultation with the appropriate management personnel.

XI. Internal Complaint Review Procedure

The purpose of the Internal-Complaint Review Policy is to afford all employees of [Clinic Name] the opportunity to seek internal resolution of their work-related complaints. This policy is intended to supplement the Open-Door Policy set forth in this Handbook/Manual, which states the philosophy of [Clinic Name] that all employees have free access to their immediate supervisors or to other Company supervisors of their choice to informally express their work-related concerns.

XII. Non-Competition and Confidentiality Agreement

A. Confidentiality and Non-Disclosure.

The Employee agrees that, in order to properly perform his/her duties the Company will provide Employee with certain trade secrets and confidential information, things such as but not necessarily limited to techniques, records, files, products, apparatus, equipment, processes, designs, know-how, pricing policies, market studies and strategy, patient lists, information concerning special needs and characteristics of the Company's patients and other aspects of the Company's business; that the development or acquisition of such trade secrets and confidential information are the result of great effort and expense on the part of the Company; that these trade secrets and confidential information are critical to the success and survival of the Company and that the disclosure or use of these secrets and information would cause the Company irreparable harm; and that the Employee, in entering this Agreement, is fully aware of the Company's need to protect these secrets and information (hereinafter referred to as the "Proprietary Information"). The Employee therefore promises that, both during the term of his/her employment with the Company and thereafter, he/she will not disclose to third persons any trade secrets or confidential information or use the same in any way. The Employee further promises, upon termination of his/her employment, promptly to deliver all Proprietary Information to the Company and to refrain from making, retaining or distributing copies thereof.

B. Non-Competition:

The Employee promises to the Company that during the term of his/her employment, and for a period of six months thereafter, he/she will not, without the prior written consent of the Company, in the capacity of massage therapist, directly or indirectly, engage or participate in, or be employed by any business within a three-mile radius of the Company, which is competitive with that in which the Company was engaged or planned to engage on the date of termination of his/her employment. Permissible exceptions include clients treated by Employee prior to initial employment date, and referral sources unrelated to the [Clinic Name].

C. No Solicitation:

While employed pursuant to this Agreement and for two years thereafter, Employee will not directly or indirectly solicit or attempt to solicit (1) any employees of the Company to leave their employment or (2) the business of any person who: (a) has been a patient of the Company within two years prior to the date of termination of Employee's employment with the Company or (b) was a targeted prospective patient of the Company. Solicitation prohibited under this Section includes solicitation by any means, including, without limitation, meetings, letters or other mailings, electronic communications of any kind, and internet communications.

D. Miscellaneous Provisions.

- **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

•**Remedies for Breach.** The Employee acknowledges and agrees that this Agreement constitutes a valid and binding obligation enforceable according to its terms, that the Company's remedies at law will be inadequate in case of any breach by the Employee of his/her liabilities and obligations hereunder, that such breach will cause irreparable Injury to the Company within a short period of time, and the Company therefore shall be entitled to preliminary injunctive relief and other injunctive relief against any such breach, in addition to such other legal and equitable remedies which the Company may have.

•**No Conflicting Obligations.** The Employee represents to the Company that he/she is not now under, or bound to be under in the future, any obligation to any person, firm or corporation which would be inconsistent or in conflict with this Agreement or would prevent or limit in any way the performance by him/her of his/her obligations.

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