

Disclaimer: *This is for reference and any legal document should be reviewed by legal council*

Formal Offer Letter

Dear [Dr. Name],

We're delighted to extend this offer of employment for the position of [Position] with [Clinic Name]. Please review this summary of terms and conditions for your anticipated employment with us. If you accept this offer, your start date will be [Start Date] or another mutually agreed upon date and you would report to [Supervisor Name].

Please find below the terms and conditions of your employment, should you accept this offer letter:

Position. Your title will be [Title], and you will report to the Clinics [Supervisor Position]. This is a full-time position. While you are employed at this Company, you will not engage in any other employment, consulting or other chiropractic activity (whether full-time or part-time) that would create a conflict of interest with the [place of employment]. By signing this letter of agreement, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

Compensation. The Company will pay you a starting salary at the rate of \$[Gross annual salary] per year, payable in accordance with the [place of employment] standard payroll schedule, beginning [start day] and you will receive your first pay [date]. This salary will be subject to adjustment pursuant to the Company's employee compensation policies in effect from time to time.

Bonus (or Commission) structure. In addition, you will be eligible to be considered for an incentive bonus for each [time period] of the Company. The bonus (if any) will be awarded based on objective or subjective criteria established by [insert responsible individual/s]. Your target bonus will be based upon [enter info] equal to based upon percentage ___% of [insert here details]. Any bonus for the [time period] in which your employment begins will be prorated, based on the number of days you are employed by the Company during that fiscal year. Any bonus for a [time period] will be paid within [number] weeks/months after the close of that [time period], but only if you are still employed by the Company at the time of payment. The determinations of the Company's Board of Directors with respect to your bonus will be final and binding.

Hours and Compensation. This is a [Full-time/Part-time/Seasonal] position requiring approximately [Hours per Week] hours per week.

Employee Benefits. As a regular employee of the Company, you will be eligible to participate in a number of Company-sponsored benefits. In addition, you will be entitled to paid vacation in accordance with the Company's vacation policy.

The Company offers a comprehensive employee benefits program, including:

- [list standard benefits here]

Buy-in Options. Subject to the approval of the Company's Board of Directors or its Compensation Committee, and following the adoption by the Company of an equity incentive plan, you will be granted an option to purchase [number] shares of the Common Stock of the Company or of its parent (the "Option"). The exercise price per share of the Option will be determined by the Board of Directors or the Compensation Committee when the Option is granted. The Option will be subject to the terms and conditions applicable to options granted under the Company's Stock Plan (as adopted, the "Plan"), as described in the Plan and the applicable Stock Option Agreement. You will vest in 25% of the Option shares after 12 months of continuous service, and the balance will vest in equal monthly installments over the next 36 months of continuous service, as described in the applicable Stock Option Agreement.

Employment Relationship. Employment with the Company is for no specific [or specific time] period of time. Your employment with the Company will be "at will," meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the

Company on this term. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and a duly authorised officer of the Company (other than you).

Termination. The Company reserves the right to terminate employment of any employee for just cause at any time without notice and without payment in lieu of notice. The Company will be entitled to terminate your employment for any reason other than for just cause, upon providing to you such minimum notice as required by law.

Proprietary Information and Inventions Agreement. Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's standard Proprietary Information and Inventions Agreement.

Privacy. You are required to observe and uphold all of the Company's privacy policies and procedures as implemented or varied from time to time. Collection, storage, access to and dissemination of employee personal information will be in accordance with privacy legislation.

Tax Matters.

Withholding. All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.

Tax Advice. You are encouraged to obtain your own tax advice regarding your compensation from the [place of employment]. You agree that the [place of employment] does not have a duty to design its compensation policies in a manner that minimises your tax liabilities, and you will not make any claim against the [place of employment] or its Board of Directors related to tax liabilities arising from your compensation.

Interpretation, Amendment and Enforcement. This letter agreement supersedes and replaces any prior agreements, representations or understandings (whether written, oral, implied or otherwise) between you and the [place of employment] and constitute the complete agreement between you and the Company regarding the subject matter set forth herein. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorised officer of the Company.

You may indicate your agreement with these terms and accept this offer by signing and dating this agreement on or before [Offer Expires On]. Upon your acceptance of this employment offer, [Clinic Name] will provide you with the necessary paperwork and instructions.

Sincerely,

[Sender Name]

Signatures:

Company Representative (Sign)

Company Representative (Print)

Date

Applicant (Sign)

Applicant (Print)

Date