**Disclaimer:**

**This document is prepared as an informational resource for physicians and is intended to be a starting point for a conversation with your lawyer about how you may be able to develop a contract specific to your individual circumstance.**

**Physicians** are required to contact their own personal legal counsel for independent legal advice with respect to the use of these templates. For more information on law firms with preferred rates for physician members, please log into [Club MD](https://www.doctorsofbc.ca/your-benefits/discount-programs/club-md). These templates do not constitute legal advice.  Doctors of BC does not provide legal advice to members who are considering using the templates and is not liable in any way for their use.

Members should not agree and sign the templates based upon information contained in this document without first consulting appropriate professional advisors. Members are also encouraged to ensure they are aware of and advised on applicable policies, guidelines, and regulatory and legislative requirements that may be relevant to their obligations.

**Group Governance Agreement**

**THIS AGREEMENT** is dated this <> day of <>, <>.

BETWEEN:

<>,a corporation incorporated under the laws of British Columbia (“**Physician Corp A**”) <**OR if no prof. corp.**> <>,an individual residing in the City of <>, in the Province of British Columbia (“**Physician A**”)

- and -

<>,a corporation incorporated under the laws of British Columbia (“**Physician Corp B**”) <**OR if no prof. corp.**> <>,an individual residing in the City of <>, in the Province of British Columbia (“**Physician B**”)

(collectively, the “**Physicians**”, and individually the “**Physician**”)

- and –

<**If the Physicians have professional corporations, have the principals also be parties to this Agreement as per below; otherwise omit** >

<>,an individual residing in the City of <>, in the Province of British Columbia (“**Physician A**”)

- and -

<>,an individual residing in the City of <>, in the Province of British Columbia (“**Physician B**”)

(collectively, the “**Principals**”)

- and -

<>, a corporation incorporated under the laws of British Columbia (the “**Clinic**”)

**[NOTE #3:** The Clinic entity may not need to be registered as a professional corporation with the College if it is not providing health services directly; seek appropriate legal advice to determine if necessary. Some Physicians also decide not to have a separate legal entity for the Clinic at all, and operate bank accounts with themselves; appropriate revisions will need to be made.**]**

CONTEXT:

1. Each of the Physicians carry on business as a general medical practice and primarily operate their practices from the premises operated by the Clinic located at <address of operations> (the “**Premises**”).
2. The Physicians wish to set out their agreement governing their respective rights and obligations relating to the Clinic.
3. **<Include only if there are Principals>** The Principals join in this Agreement in order to give the Physicians and the Clinic the benefit of certain representations, warranties and covenants.

**NOW THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. INTERPRETATION
	1. Definitions

In this Agreement, the following terms have the following meanings:

* + 1. “**Act**” means the *Business Corporations Act* (British Columbia).
		2. “**Agreement**” means this agreement, including all Schedules and Exhibits, as it may be amended, confirmed, supplemented, or restated by written agreement between the Parties.
		3. “**Arbitration Act**” is defined in Section 8.2.
		4. “**Arbitrator**” is defined in Section 8.2.f
		5. “**Arbitration Parties**” is defined in Section 8.2.1.
		6. “**Business**” means the business of a medical clinic.
		7. “**Business Day**” means any day excluding a Saturday, Sunday, or statutory holiday in the Province of British Columbia, and also excluding any day on which the principal chartered banks located in the City of Vancouver are not open for business during normal banking hours.
		8. “**College**” means the College of Physicians and Surgeons of British Columbia.
		9. “**Communication**” means any notice, demand, request, consent, approval, or other communication that is required or permitted by this Agreement to be given or made by a Party.
		10. “**Confidential Information**” means any information relating to the Clinic or any Subsidiary that is of a confidential or proprietary nature, whether communicated in written form, orally, visually, demonstratively, technically or by any other electronic form or other media, or committed to memory, and whether or not designated, marked, labelled or identified as confidential or proprietary, including:
			1. Personal Information; and
			2. all analyses, compilations, customer lists, marketing materials, know-how, processes, procedures, handbooks, records, data, reports, correspondence, memoranda, specifications, materials, applications, technical data, studies, derivative works, reproductions, copies, extracts, summaries or other documents containing or based upon, in whole or in part, any of the information listed above in this Section 1.1.35,

but excluding information, other than Personal Information, which a Party can demonstrate:

* + - 1. is generally available to or known by the public other than as a result of improper disclosure by that Party or any of its Representatives; or
			2. is or was obtained by that Party from a source other than the Clinic or any of its Representatives, the other Party or any of its Representatives, or anyone bound by a duty of confidentiality to the Clinic or the other Party.
		1. “**Control**” or “**Controlled**” means:
			1. with respect to any entity, the ownership at the relevant time of securities carrying more than 50% of the exercisable voting rights attached to all outstanding securities of that entity, other than by way of security only, if the votes carried by those securities are sufficient to elect a majority of that entity’s board of directors or otherwise provide for effective control of that entity;
			2. with respect to a partnership, the ability to manage the business and affairs of that partnership; and
			3. with respect to a trust, the ability to appoint and remove trustees of that trust.
		2. “**Clinic**” is defined in the recital of the Parties above.
		3. “**Direct Costs**” means the following expenses or payments: **[these costs are intended to be paid directly by each Physician without reimbursement by the Clinic; modify as appropriate]**
			1. professional memberships and dues, including Doctors of BC, Canadian Medical Protective Association;
			2. transportation expenses;
			3. continuing medical education, professional development, medical journal subscriptions and purchase of books;
			4. employees hired directly by the Physician;
			5. computers and software for individual use;
			6. uploading or transferring of new patient charts to the Clinic;
			7. dictation and transcription costs;
			8. business interruption and disability insurance costs for the Physician or its related Principal; and
			9. extended benefit plan premiums for the Physician or its related Principal.
		4. “**Dispute**” is defined in Section 8.1.1.
		5. “**Effective Date**” means the date of this Agreement.
		6. “**Fixed Costs**” means the following costs or expenses related to the Premises: **[these costs are intended to be one-time or long-term costs for the benefit of all Physicians; modify list as appropriate]**
			1. medical equipment;
			2. IT equipment, including computers, label makers and any other equipment for the general use by the Clinic’s employees;
			3. electronic medical records software/subscriptions;
			4. telephone and audiovisual equipment.
		7. “**Governmental Authority**” means:
			1. any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature; and
			2. any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.
		8. “**Gross Income**” means the gross income received by the Clinic from the assignment of the Physician’s MSP billings, any third-party billings, including ICBC, WorkSafe BC, insurance companies, law firms, and payments by patients for any non-insured medical services.
		9. “**ITA**” means the *Income Tax Act* (Canada).
		10. “**Mediation Parties**” is defined in Section 8.1.2.
		11. “**Mediation Period**” is defined in Section 8.1.3.
		12. “**Medical Director**” is defined in Section 6.2.
		13. “**MSP**” means the Medical Services Plan of British Columbia or other Governmental Authority that is responsible for the payment of publicly insured medical services in the Province of British Columbia.
		14. “**Operating Costs**” means the Fixed Costs and the Variable Costs, collectively, and includes any incidental expenses of the Clinic thereto.
		15. “**Parties**” means the Physicians, the Principals and the Clinic, collectively, and “**Party**” means any one of them.
		16. “**Participation Agreement**” means an agreement in the form attached as Exhibit A, modified as necessary to account for the legal nature of the Transferee or other third party who is to sign it, which has the effect of making a Person bound by all the obligations, and subject to all the restrictions, of or to which a Party to the Agreement, as then constituted, is or would be bound.
		17. “**Person**” will be broadly interpreted and includes:
			1. a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, trustee, administrator, or legal representative, and the heirs, executors, administrators, or other personal or legal representatives of a natural person;
			2. a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization, or any other association, organization, or entity of any kind; and
			3. a governmental authority.
		18. “**Personal Information**” means information relating to identifiable individuals.
		19. “**Physician A**” is defined in the recital of the Parties above.
		20. “**Physician B**” is defined in the recital of the Parties above.
		21. “**Physician Corp A**” is defined in the recital of the Parties above.
		22. “**Physician Corp B**” is defined in the recital of the Parties above.
		23. “**Physician Net Income**” is defined in Section 5.1.
		24. “**Premises**” is defined in the Context, above.
		25. “**Principals**” is defined in the recital of Parties above, and includes the Person who Controls any Person who, subsequent to the Effective Date, becomes a Physician.
		26. “**Privacy Officer**” is defined in Section 6.3.
		27. “**Prospective Physician**” is defined in Section 7.5.
		28. “**Representatives**” means the directors, officers, management, employees, agents, consultants, advisors, and other representatives, including lawyers, accountants, auditors, and financial advisors, of a Party.
		29. “**Subsidiary**” means any entity that is Controlled directly or indirectly by the Clinic.
		30. “**Transfer**” means any sale, transfer or other arrangement by which a Physician’s practice is transferred to another Person, whether or not for value.
		31. “**Variable Costs**” means any payments and expenses of the Premises related to: **[these costs are intended to be deducted from the Physician’s Gross Income in proportion to their use; modify as appropriate]**
			1. cleaning and janitorial services;
			2. medical supplies;
			3. office supplies;
			4. courier and postage;
			5. lease or mortgage;
			6. payroll expenses;
			7. employee benefit insurance premiums;
			8. WorkSafe BC premiums;
			9. telephone, internet, fax services;
			10. property tax, strata fees;
			11. utilities, including hydro and gas;
			12. bank service charges;
			13. property insurance;
			14. commercial general liability insurance;
			15. legal and accounting fees;
			16. salaries of all employees, including medical office assistants, clinic manager and bookkeeper; and
			17. other costs and expenses related to the Premises or the Clinic, but not expressly included in the Direct Costs or Fixed Costs, including but not limited to operational costs, actions, suits, proceedings, demands, assessments, judgments, repair, maintenance and replacement of the Premises.
	1. Certain Rules of Interpretation
		1. In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the words “including” or “includes” in this Agreement is to be construed as meaning “including, without limitation” or “includes, without limitation”, respectively.
		2. The division of this Agreement into Articles and Sections, the insertion of headings, and the inclusion of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.
		3. Unless otherwise specified, any reference in this Agreement to any statute includes all regulations and subordinate legislation made under or in connection with that statute at any time, and is to be construed as a reference to that statute as amended, modified, restated, supplemented, extended, re-enacted, replaced, or superseded at any time.
	2. Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable in that province.

* 1. Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties and there are no representations, warranties, or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement. No Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice, or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement.

1. REPRESENTATIONS AND WARRANTIES
	1. Representations and Warranties of the Individual Physicians

Each Physician, who is a natural person, represents and warrants in favour of all other Parties as follows:

* + 1. he/she has duly executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation enforceable against him/her in accordance with its terms, subject only to bankruptcy, insolvency, liquidation, reorganization, moratorium and other similar laws generally affecting the enforcement of creditors’ rights, and to the fact that equitable remedies, such as specific performance and injunction, are discretionary remedies;
		2. the execution and delivery by him/her of this Agreement, and the performance of his/her obligations under this Agreement, do not and will not breach or result in a default under any contract or covenant by which he/she is bound;
		3. he/she is not a non-resident of Canada within the meaning of the ITA;
		4. he/she is a qualified registrant and a member in good standing of the College; and
		5. he/she is in compliance with all by-laws, rules and regulations set out by the College and any other Governmental Authority.
	1. Representations and Warranties of the Corporate Physicians

Each Physician that is a corporation severally represents and warrants in favour of all other Parties as follows:

* + 1. it is a corporation duly incorporated, and existing, under the laws of the jurisdiction of its incorporation, amalgamation, or continuance, and has all necessary corporate power and capacity to enter into and perform its obligations under this Agreement;
		2. it has taken all necessary corporate action to authorize the execution and delivery by it of, and the performance of its obligations under, this Agreement;
		3. it has duly executed and delivered this Agreement, and this Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms, subject only to bankruptcy, insolvency, liquidation, reorganization, moratorium, and other similar laws generally affecting the enforcement of creditors’ rights, and to the fact that equitable remedies, such as specific performance and injunction, are discretionary remedies;
		4. no authorization, consent, permit or approval of, exemption or other action by, filing with, or notice to, any Governmental Authority is required in connection with the execution and delivery by it of this Agreement or the performance of its obligations under this Agreement;
		5. the execution and delivery by it of this Agreement, and the performance of its obligations under this Agreement, do not and will not breach or result in a default under:
			1. any of its constating documents;
			2. any law, statute, or regulation to which it is subject;
			3. any contract or covenant by which it is bound;
		6. it is not a non-resident of Canada within the meaning of the ITA; and
		7. it has a valid permit from the College to operate as a professional medical corporation; and
		8. it is in compliance with all by-laws, rules and regulations set out by the College and any other Governmental Authority.
	1. Representations and Warranties of the Principals

Each Principal severally represents and warrants in favour of all other Parties as follows:

* + 1. he/she has duly executed and delivered this Agreement, and this Agreement constitutes a legal, valid, and binding obligation enforceable against her in accordance with its terms, subject only to bankruptcy, insolvency, liquidation, reorganization, moratorium, and other similar laws generally affecting the enforcement of creditors’ rights, and to the fact that equitable remedies, such as specific performance and injunction, are discretionary remedies;
		2. the execution and delivery by him/her of this Agreement, and the performance of his/her obligations under this Agreement, do not and will not breach or result in a default under any contract or covenant by which he/she is bound;
		3. he/she Controls his/her related Physician entity;
		4. he/she is a qualified registrant and a member in good standing of the College; and
		5. he/she is in compliance with all by-laws, rules and regulations set out by the College and any other Governmental Authority.
	1. Representations and Warranties of the Clinic

The Clinic represents and warrants in favour of all other Parties as follows:

* + 1. it is a company duly incorporated, and existing, under the laws of the Province of British Columbia, and has all necessary corporate power and capacity to enter into and perform its obligations under this Agreement;
		2. it has taken all necessary corporate action to authorize the execution and delivery by it of, and the performance of its obligations under, this Agreement;
		3. it has duly executed and delivered this Agreement, and this Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms, subject only to bankruptcy, insolvency, liquidation, reorganization, moratorium, and other similar laws generally affecting the enforcement of creditors’ rights, and to the fact that equitable remedies, such as specific performance and injunction, are discretionary remedies;
		4. no authorization, consent, permit or approval of, exemption or other action by, filing with, or notice to, any Governmental Authority is required in connection with the execution and delivery by it of this Agreement or the performance of its obligations under this Agreement; and
		5. the execution and delivery by it of this Agreement, and the performance of its obligations under this Agreement, do not and will not breach or result in a default under:
			1. any of its constating documents;
			2. any law, statute, or regulation to which it is subject; and
			3. any contract or covenant by which it is bound.
	1. Representations and Warranties Continuously Given

All representations and warranties of the Parties contained in this Agreement are deemed to be continuously given during the term of this Agreement.

1. Relationship of the Physicians
	1. No Partnership

Each of the Physicians and their related Principal is not a partner of the other Physicians, other Principals or the Clinic and nothing in this Agreement shall be construed so as to make them partners. No Party shall represent itself as a partner of the other Party or enter into any agreement or act in any other way on behalf of the other Party without the consent of the other Party.

* 1. Separate Medical Practices
		1. Each of the Physicians will carry on its own independent medical practice, will service its own patients, and will maintain its own separate billings and accounts. This Agreement is a cost sharing agreement relating to the conduct of each of the Physicians’ separate medical practices operating from the Premises as the respective sole proprietors thereof. Without limiting the foregoing, it is understood and agreed that:
			1. no goods or services are being provided by any of the Physicians to other Physicians and that this Agreement is solely for the purpose of sharing costs and expenses relating to the operation of their separate medical practices from the Premises and relating to the operation of the Premises; and
			2. except as expressly provided for herein, any payment made by any one Physician to another Physician represents a recovery of costs and expenses which were paid or overpaid.
		2. None of the Physicians or its related Principal will have any responsibility for or liability to the patients of the other Physicians or their related Principal for the medical services performed or carried out by the other Physicians or its Principal in respect thereof, except as specifically contemplated herein.
		3. Each of the Physicians and its related Principal will be entitled to have and maintain its or his or her own separate goodwill.
	2. Medical Records

The Physicians agree to abide by the general principles and best practices that apply to the ownership, custody and continuing management of the Clinic’s patient records in accordance with the CMPA/CMA Data Sharing Principles for Electronic Medical Record/Electronic Health Record agreements (“**DSP**”) available at <https://www.cmpa-acpm.ca/static-assets/pdf/advice-and-publications/handbooks/com_electronic_records_handbook-e.pdf>. Specific policies concerning the administration of the Clinic’s medical records will be developed, and questions or disputes concerning the handling of the Clinic’s patient records will be adjudicated, in accordance with DSP principles.

1. COST-SHARING
	1. Billings
		1. The Clinic shall use reasonable commercial efforts to collect all revenue for any services and activities carried on within the Premises in a timely manner.
		2. On execution of this Agreement, each of the Physicians shall execute an assignment of their payments received from MSP to the Clinic in the form required by MSP.
		3. All billings generated by each of the Physicians to MSP or to third parties, including any non-insured medical services, will confirm the Clinic as the sole payee acting as the agent for the Physician, for the purposes of allocating costs and distributing income pursuant to the terms of this Agreement.
		4. Each of the Physicians agree that any in-person, telehealth or administrative work rendered for patients of the Physician who are attached to the Premises during the term of this Agreement shall be accounted to the Clinic.
	2. Direct Costs

The Parties agree that the Direct Costs incurred by each Physician, or its related Principal shall be the sole responsibility of the Physician or its related Principal. If the Clinic pays any Direct Costs on behalf of the Physician, the Physician shall reimburse the Clinic for such payment.

* 1. Fixed Costs

The Parties agree that the Fixed Costs for the applicable payment period plus any applicable sales taxes shall be divided equally among all the Physicians, regardless of their hours worked or income received.

* 1. Variable Costs

The Parties agree that the Variable Costs shall be allocated to each of the Physicians based the following formula:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Portion of the Variable Costs payable by the Physician for the applicable payment period |  | Gross Income of the Physician for the applicable payment period |  | Variable Costs during the applicable payment period (including any applicable sales taxes) |
| = | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | X |
|  | Total Gross Income of all the Physicians for the applicable payment period |  |

* 1. Bank Accounts

The operation and control of all bank accounts of the Clinic shall be managed as determined by the Physicians. The Physicians may appoint personnel to administer such accounts and, in this regard, the Clinic may grant signing authority to such persons, provided that all decisions in this regard are made with the consent of the Physicians or their related Principals.

1. INCOME DISTRIBUTION
	1. Net Income Distribution

The net income payable to a Physician by the Clinic shall be equal to that Physician’s Gross Income minus that Physician’s portion of the Operating Costs (the “**Physician Net Income**”).

* 1. Payment of Physician Net Income

The Physician Net Income payable to each of the Physicians by the Clinic for a particular calendar month shall be calculated and paid by the Clinic within 2 weeks of the preceding calendar month.

* 1. Reconciliation

In the case of any estimated costs or expenses, payment errors, refunds or reversals that relate to a payment period that was already paid out or allocated to a Physician, the Clinic may adjust the Physician Net Income in a subsequent payment period upon notice to such Physician.

1. Operation of The CLINIC
	1. Meetings of the Physicians
		1. The Physicians shall hold regular meetings at a frequency and time to be determined by a majority of the Physicians, but not less than one per calendar year.
		2. Any two or more Physicians may, by a notice delivered to the Parties may call a meeting of the Physicians, which meeting shall be scheduled by the Clinic within 5 Business Days.
		3. Meetings of the Physicians may be held in-person at the Premises, by telephone and/or by videoconference via Zoom or Teams.
		4. A quorum required for the transaction of business at a meeting of the Physicians shall be a majority of the Physicians or their proxies. Written proxies naming some other Physician to be a proxy for an absent Physician shall be permitted.
		5. Each of the Physicians shall be entitled to one vote and all decisions shall be decided by a simple majority vote, unless otherwise provided in this Agreement. The Medical Director shall act as chair of the meeting and is entitled to a casting vote if there is a tie.
	2. Appointment of Medical Director

On agreement of a majority of the Physicians, the Parties shall appoint a Physician or a Principal to act as medical director for the Premises (the “**Medical Director**”). The Medical Director shall be delegated managerial decisions during the period between regular business meetings and to oversee the operations of the Premises as set out in this Agreement. The areas of decision-making delegated to the Medical Director and the remuneration paid to the Medical Director, if any, shall be defined at a meeting of the Parties and may be amended from time to time in accordance with the provisions of this Agreement.

* 1. Appointment of Privacy Officer

On agreement of a majority of the Physicians, the Parties shall appoint a Physician or a Principal to act as a privacy officer for the Clinic (the “**Privacy Officer**”). The Privacy Officer shall be responsible for protecting the Clinic’s medical records and patient information, implementing a privacy policy as well as establishing required safeguards to mitigate risk of confidential information from being inadvertently disclosed.

**[NOTE:** We recommend to refer to this guide from the Doctors of BC for further information on the role of a privacy officer - [dto-guide-privacy\_officer\_and\_security\_lead.pdf (doctorsofbc.ca)](https://www.doctorsofbc.ca/sites/default/files/dto-guide-privacy_officer_and_security_lead.pdf)**]**

* 1. No Exclusive Areas

Unless otherwise agreed by the Parties, all the Physicians will have access to all areas of the Premises. To ensure consistent workflow, certain Physicians may be designated exclusive examination rooms for a particular day based on each of the Physician’s requirements and patient needs. Notwithstanding the foregoing, the Parties agree to act in good faith to share the Premises’ space and equipment in a fair and equitable manner for the benefit of all Parties.

* 1. Storage of Records

The Clinic will maintain and store any information related to the operation of the Premises, including financial records and employee information, in a format accessible to all the Physicians as agreed to by the Parties. Each of the Physicians or its related Principal will have unfettered right to access such records for inspection or reconciliation from time to time.

* 1. Incurring of Liabilities

A majority of the Physicians shall agree prior to the Clinic incurring any liability greater than $1,500 outside the ordinary course of business. Any liability greater than $10,000 that is necessary to be incurred by the Clinic shall require the approval of at least 75% of the Physicians in attendance at a meeting duly called for this purpose.

1. Term and Termination
	1. Clinic to be Bound

The Clinic agrees to carry on its business in accordance with the provisions of this Agreement and to take no action that would contravene any of those provisions, but despite anything contained in this Agreement, the Clinic will conduct the Business in compliance with all applicable law.

* 1. Physicians to be Bound

No Physician or its related Principal is entitled to practice in the Clinic unless it agrees to be bound by the terms of this Agreement. If a qualified Person who is not yet a Party to the Agreement wishes to join or practice in the Clinic, the consent of a majority of the Physicians at a duly constituted meeting of the Physicians pursuant to Section 6.1 and such qualified Person’s execution of the Participation Agreement is required.

* 1. Term

This Agreement will come into force and effect as of the Effective Date and will continue in force until the earlier of:

* + 1. the date on which only one Physician and its related Principal, if applicable, is a party to the Agreement;
		2. the date on which the Clinic is dissolved in accordance with the Act, or makes an assignment in bankruptcy, or on which a receiving order is issued with respect to the Clinic; or
		3. the date on which this Agreement is terminated by written agreement of all of the Physicians.
	1. This Agreement to Prevail

In case of any inconsistency between the provisions of this Agreement and the Clinic’s shareholders’ agreement or articles, this Agreement will prevail, subject always to compliance with the Act, and the Parties will take all steps as may be required or desirable to conform the conflicting or inconsistent provisions of the shareholders’ agreement, constating documents or articles of the Clinic to this Agreement.

* 1. Transfer of the Practice

Any of the Physicians may Transfer their practice to another qualified Person who is not yet a party to this Agreement (the “**Prospective Physician**”) provided that:

* + 1. the Physician provides the Clinic with at least three (3) months’ written notice of his or her intention to Transfer his or her practice;
		2. a majority of the Physicians have provided consent to the Physician for the Transfer at a duly constituted meeting of the Physicians pursuant to Section 6.1; and
		3. the Prospective Physician has signed the Participation Agreement, wherein the Prospective Physician agrees to be bound by all the covenants, terms, and conditions contained in this Agreement.
	1. Default
		1. It is an event of default of a Physician or its related Principal:
			1. if the Physician or its related Principal fails to observe, perform or carry out any of such Physician’s or its related Principal’s obligations hereunder, and such failure continues for fifteen (15) days, or such greater period as may be reasonably required to cure a non-monetary default, after the non-defaulting Physicians or the Clinic has demanded such failure be cured;
			2. if the Physician or its related Principal no longer has capacity to properly perform the responsibilities set out herein;
			3. if the Physician or its related Principal fails to take reasonable action to prevent or defend diligently any seizure, execution or attachment by creditors, or claims for possession, sale, foreclosure, forfeiture or termination of or against any of the interest of such Physician or its related Principal in the Clinic or if a receiver is appointed to manage the affairs of such Physician, and any of the foregoing continues for fifteen (15) days after the non-defaulting Party (or Parties) demand that such Physician or its related Principal defend successfully any such action or proceeding; or
			4. if the Physician or its related Principal becomes insolvent or an assignment in bankruptcy petition is filed or presented against him/her, or if he/she becomes subject to the provisions of the *Bankruptcy and Insolvency Act* or any other act for the benefit of Creditors or otherwise acknowledges such Company's or Principal's insolvency; or
			5. if the Physician or its related Principal is in material breach of its representations and warranties contained in this Agreement.
		2. In the event of a default, the non-defaulting Parties may do any one or more of the following:
			1. pursue any remedy available to it in law or equity, it being acknowledged by each of the Parties that specific performance, injunctive relief (mandatory or otherwise) or any other equitable relief may be the only adequate remedy for default;
			2. take all actions, in their own names or in the name of the defaulting Party, as may be reasonably required to cure the default in which event all payments, costs and expenses incurred will be payable by the defaulting Party to the non-defaulting Company on demand with interest;
			3. terminate this Agreement with respect to such defaulting Party; or
			4. waive the default, provided however, that any waiver of a particular default will not operate as a waiver of any subsequent or continuing default, and provided also that any such waiver must be in writing.
	2. Withdrawal, Retirement or Death
		1. Any of the Physicians (and its related Principal if applicable) may retire or withdraw from this Agreement, upon giving at least three (3) months’ notice to the Clinic in writing. Upon giving such notice, the Physician shall remain a party to this Agreement and liable for their portion of the Operating Costs until the earlier of:
			1. 12 months from the date such notice is given; or
			2. the assumption of the departing Physician’s share of Operating Costs by a new Physician.
		2. For the purposes of this Agreement, death or revocation of certificate to practice by the College shall be deemed to be a withdrawal with notice of withdrawal given at the date of death or revocation. In the case of death or revocation as set out herein, the Physician or the estate of the deceased Physician (or its related Principal as the case may be), shall be liable for the Operating Costs for a period of ninety (90) days unless such Operating Costs are assumed by a new Physician.
		3. Upon the withdrawal date, final calculations shall be completed by the Clinic staff to calculate any amounts owing to the withdrawing Physician or amounts owing by the withdrawing Physician to the Clinic. The Parties agree that no payment shall be made to a withdrawing Physician for any value allocated to leased equipment or equipment which had been acquired by the Clinic while the Physician was a party to this Agreement. The withdrawing Physician shall be permitted to remove or transfer his/her/its personal assets and property, including his/her/its own medical records.
	3. Incapacity

If a Physician or its related Principal is physically or mentally incapacitated to the extent that they are unable to work as a physician as determined by any two outside physicians for a period of 12 months or more, he or she shall be deemed to have given notice of withdrawal at the end of the 12th month of absence, unless the other Parties agree otherwise. For greater certainty, any incapacity does not relieve the Physician from its obligations of paying the Operating Costs during any such period of incapacity. Each of the Physicians and their related Principal acknowledge that he/she/it has been advised to obtain disability income insurance and that it is the Physician’s sole responsibility to do so.

* 1. Expulsion

Any of the Physicians and their related Principal may be expelled from working at the Premises and as a party to this Agreement upon the vote of all other Physicians less one at a meeting called by notice in writing signed by two or more Physicians and delivered to each of the Physicians at least fourteen (14) days prior to the date of such meeting. The notice of meeting shall specify the reasons for the proposed expulsion and in each case the Physicians proposing the expulsion shall act reasonably. The Physician being considered for expulsion shall be delivered notice as any other Physician and shall be permitted to present his/her defense to the remaining Parties at the meeting called to consider the expulsion. Any Physician and their related Principal who is expelled shall leave upon thirty (30) days’ notice of such expulsion. Patients of the expelled Physician will be referred to his/her new practice in accordance with contemporaneous guidance as provided by the College. An expelled Physician shall be responsible for their share of the Operating Costs until their departure.

1. ConfLict resolution

[NOTE: The following default dispute resolution mechanism contemplates internal negotiations, followed by an up to 30-day period of mediation if unsuccessful, and ultimately arbitration if mediation fails. Physicians may want to consider alternate dispute resolution mechanisms/options such as skipping mediation to go directly to arbitration or alternatively, using courts to resolve disputes. We recommend parties seek appropriate legal advice.]

* 1. Mediation
		1. The Parties will use their best efforts to rectify any disputes, disagreements, controversies, questions, or claims arising out of or relating to this Agreement, including with respect to its formation, execution, validity, application, interpretation, performance, breach, termination, or enforcement, and any dispute relating to conduct claimed to be oppressive or unfairly prejudicial (each a “**Dispute**”) through private negotiations.
		2. In the event that a Dispute cannot be resolved under Section 8.1.1, the Parties involved in the Dispute (the “**Mediation Parties**”) will submit that Dispute to mediation by a single mediator with not less than two (2) years’ experience in business selected by the Mediation Parties. The Mediation Parties will be jointly and severally liable for the costs of mediation. The Mediation Parties and their professional advisors must keep the nature of the dispute and the results of the mediation in strict confidence, except only such disclosures as may be required by law. Any statements made by the Mediation Parties in the course of mediation proceedings will be inadmissible in subsequent legal proceedings.
		3. Once a Dispute is submitted to a mediation under Section 8.1.2, that mediation process will have a thirty (30) day-time limit (the “**Mediation Period**”) within which to reach a satisfactory arrangement.
	2. Arbitration

If a Dispute is not resolved within the Mediation Period, then the parties will refer the Dispute to arbitration to be determined by a sole arbitrator (the “**Arbitrator**”) under the *Arbitration Act* (British Columbia) (the “**Arbitration Act**”). In addition:

* + 1. the Arbitrator will be any other individual on whom the parties to the arbitration (the “**Arbitration Parties**”) can agree. If the Arbitration Parties cannot agree, the Arbitrator will be appointed by a judge of the Supreme Court of British Columbia on the application of any Arbitration Party on notice to all the other Arbitration Parties. No individual will be appointed as Arbitrator unless he or she agrees in writing to be bound by the provisions of this Article 8;
		2. the law of the Province of British Columbia will apply to the substance of all Disputes;
		3. the arbitration will take place in City of Vancouver unless otherwise agreed in writing by the Arbitration Parties;
		4. the language to be used in the arbitration will be English;
		5. the conduct of the Arbitrator will be in accordance with the procedural rules for domestic commercial arbitrations of the British Columbia International Commercial Centre, except to the extent modified by this Article 8;
		6. the Arbitrator will have the right to determine all questions of law, and will have the right to decide the Dispute on legal or equitable grounds (though not on grounds of conscience or some other basis), grant legal and equitable relief including injunctive relief and the right to grant permanent and interim injunctive relief, and final and interim damages awards. The Arbitrator will also have the discretion to award costs of the arbitration, including reasonable legal fees and expenses, reasonable experts’ fees and expenses, reasonable witnesses’ fees and expenses, and pre-award and post-award interest, provided that the Arbitrator will not make an award of costs on a distributive basis, and with the exception that if any arbitration relating to the covenants contained in Article 9 ensues, and the Arbitrator determines those covenants have been breached by a Party or any of its Representatives, then that Party will pay and will also reimburse the Clinic for all of the Clinic’s costs and expenses (including legal fees and disbursements) incurred in connection with the arbitration;
		7. the Parties intend, and will take all reasonable action necessary or desirable to ensure, that there be a speedy resolution to any Dispute, and the Arbitrator will conduct the arbitration of the Dispute with a view to making a determination and order as soon as possible;
		8. the Parties desire that any arbitration should be conducted in strict confidence and that there will be no disclosure to any Person of the existence or any aspect of a Dispute except as is necessary for the resolution of the Dispute. Any proceedings before the Arbitrator will be attended only by those Persons whose presence, in the opinion of any Arbitration Party or the Arbitrator, is reasonably necessary for the resolution of the Dispute. All matters relating to, all evidence presented to, all submissions made in the course of, and all documents produced in accordance with, an arbitration under this Section 8.2, as well as any arbitral award, will be kept confidential and will not be disclosed to any Person without the prior written consent of all the Arbitration Parties, except as required in connection with an application by any of those parties under Section 29 or Section 30 of the Arbitration Act, by applicable laws, or by an order of an Arbitrator;
		9. the fees of the Arbitrator will be determined by the Arbitrator, and if not, paid equally by the Arbitration Parties, with the exception that if any arbitration relating to the covenants contained in Article 9 ensues, and the Arbitrator determines those covenants have been breached by a Party or any of its Representatives, then that Party will pay the fees of the Arbitrator; and
		10. subject to Section 27 of the Arbitration Act, the Arbitrator’s determination of a Dispute will be final and binding and there will be no appeal of that determination on any ground, except as permitted under the Arbitration Act.
	1. Interim Relief
		1. If a Dispute is not resolved within the Mediation Period, then prior to the appointment of the Arbitrator, the Parties may apply to the courts for interim relief. A request for interim relief by a Party to a court will not be considered to be incompatible with Section 8.2 or as a waiver of that provision.
		2. At the request of any Arbitration Party, the Arbitrator may take any interim measures that the Arbitrator considers necessary in respect of the Dispute, including measures for the preservation of assets, the conservation of goods, or the sale of perishable goods. The Arbitrator may require security for the costs of those measures.
	2. Arbitration Must Run its Course

Once a Dispute is submitted to arbitration under this Article 8, none of the Parties who are Arbitration Parties will exercise their rights under Section 7.9 until after a final and binding determination of the Arbitrator is made with respect to that Dispute.

1. confidentiality, Non-Solicitation
	1. Non-Solicitation of Employees

Each Physician and its related Principal agrees with the Clinic and the other Physicians and Principals to not, for as long as it/he/she remains a party to this Agreement, and for a period of twelve (12) months from the date that it/he/she ceases to be a party to this Agreement, in any manner or capacity, whether directly or indirectly, individually or in partnership or otherwise jointly or in conjunction with any Person:

* + 1. induce or encourage any employee to leave the employment of the Clinic or any Subsidiary or authorize, assist, approve, or encourage any action by any other Person; or
		2. hire or attempt to hire or otherwise solicit any employee of the Clinic or any Subsidiary or authorize, assist, approve, or encourage any action by any other Person.
	1. Confidentiality
		1. Each Party acknowledges and agrees that:
			1. in the course of that Party’s association with the Clinic, that Party has acquired Confidential Information;
			2. the Clinic has possession of, title to, and ownership of and all rights to use the Confidential Information; and
			3. any disclosure of the Confidential Information to the general public would be highly detrimental to the interests of the Clinic,

and accordingly, each Party agrees to hold in strict confidence and not disclose or use any Confidential Information for any purpose.

* + 1. Despite Section 9.2.1, Confidential Information may be disclosed to any Representative, if that Representative is already bound by a duty of confidentiality not to disclose any information provided to him or her, or signs a confidentiality or non-disclosure agreement containing provisions equivalent to those in this Section 9.2.
		2. If a Party or any of its Representatives is required by applicable law, or by any Governmental Authority, to disclose any Confidential Information, that Party will not be in breach of Section 9.2.1, provided that before making any disclosure, that Party provides the Clinic and the other Parties with prompt written notice of that requirement or request so that the Clinic and the other Parties may contest the disclosure of the Confidential Information and seek an appropriate protective order or other appropriate remedy.
		3. The obligations imposed by, and the covenants contained in, this Section 9.2 are perpetual.
	1. Arbitration

For certainty, the obligation to resolve any dispute with respect to the covenants contained in this Article 9 by mediation and/or arbitration under Article 8 will survive with respect to any Party after it has ceased to be a Physician or Principal.

* 1. Covenants Reasonable

Each Party acknowledges and agrees with the Clinic and the other Parties that:

* + 1. without the covenants included in this Article 9, the other Parties would not have entered into this Agreement;
		2. the covenants included in this Article 9 are reasonable in the circumstances and are necessary to protect the economic position of the Clinic, any Subsidiary, and the other Parties; and
		3. the breach of any of the provisions of this Article 9 would cause serious and irreparable harm to the Clinic, its Subsidiaries, and the other Parties, which could not adequately be compensated for in damages, and if there is a breach of any of the provisions of this Article 9, each Party consents to an injunction being issued to prevent any further breach of those provisions. This Section 9.4.3 will not be construed as a derogation of any other remedy to which the Clinic, its Subsidiaries, or the other Party may be entitled if there is a breach of any of the provisions of this Article 9.
	1. Covenants Independent

The existence of any claim or cause of action of a Physician or its related Principal against another Physician or its related Principal, whether under this Agreement or otherwise, will not constitute a defence to the enforcement by the Clinic, any Subsidiary, or any of the other Physicians of the provisions of this Article 9 against that Physician or its related Principal.

1. General
	1. Clinic Policies

The Physicians and the Principals agree to abide by any policies and regulations of the Clinic in effect from time to time.

* 1. Conflict Between Sections

Except as may otherwise be expressly provided in this Agreement, if the exercise by a Party of its rights under any provision of this Agreement would conflict with the concurrent exercise by another Party of its rights under any provision of this Agreement, the first Party to exercise its rights will prevail.

* 1. Independent Legal Advice

Each of the Parties acknowledges that it has read and understands the terms and conditions of this Agreement and acknowledges and agrees that it has had the opportunity to seek, and was not prevented or discouraged by any other Party to this Agreement from seeking, any independent legal advice that it considered necessary before the execution and delivery of this Agreement and that, if it did not avail itself of that opportunity before signing this Agreement, it did so voluntarily without any undue pressure, and agrees that its failure to obtain independent legal advice will not be used by it as a defence to the enforcement of its obligations under this Agreement. Each of the Parties have been advised and had the opportunity to obtain independent legal advice before execution of this Agreement.

* 1. Time of Essence

Time is of the essence in all respects of this Agreement.

* 1. Notices

Any Communication must be in writing and either:

* + 1. delivered personally or by courier;
		2. sent by mail; or
		3. transmitted by fax, e-mail, or functionally equivalent electronic means of transmission, charges (if any) prepaid.

Any Communication must be sent to the intended recipient at its address as follows:

to Physician A or Physician Corp A at:

[insert address of Physician A]

Attention: [Physician A]
Phone: [Phone of Physician A]

E-mail: [Email of Physician A]

to Physician B or Physician Corp B at:

[insert address of Physician B]

Attention: [Physician B]

Phone: [Phone of Physician B]
E-mail: [Email of Physician B]

to the Clinic at:

[insert address of the Clinic]

Attention: [Name of Medical Director]

Phone: [Phone of the Clinic]
E-mail: [Email of Medical Director]

or at any other address as any Party may at any time advise the other Parties by Communication given or made in accordance with this Section 10.5. Any Communication delivered to the Party to whom it is addressed will be deemed to have been given or made and received on the day it is so delivered at that Party’s address, provided that if that day is not a Business Day, then the Communication will be deemed to have been given or made and received on the next Business Day. Any Communication transmitted by facsimile, e-mail, or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it was transmitted; but if the Communication is transmitted on a day that is not a Business Day or after 4 p.m. (local time of the recipient), the Communication will be deemed to have been received on the next Business Day.

* 1. Further Assurances

Each Party will execute and deliver any further agreements and documents and provide any further assurances, undertakings, and information as may be reasonably required by the requesting Party to give effect to this Agreement and, without limiting the generality of this provision, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents, and provide any assurances, undertakings, and information as may be required at any time by all Governmental Authorities having jurisdiction over the affairs of a Party or as may be required at any time under applicable law.

* 1. Amendment and Waiver

No supplement, modification, amendment, waiver, discharge, or termination of this Agreement is binding unless approved by 75% or more of the Physicians. No waiver of, failure to exercise, or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

* 1. Assignment and Enurement

Neither this Agreement nor any right or obligation under this Agreement may be assigned by any Party without the prior written consent of the other Parties. This Agreement enures to the benefit of and is binding upon the Parties and their respective heirs, executors, trustees, administrators, personal or legal representatives, successors, and permitted assigns.

* 1. Severability

Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable, or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity, or unenforceability of that provision, in whole or in part, will not affect the legality, validity, or enforceability of the remaining provisions of this Agreement, in whole or in part.

* 1. Counterparts

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by fax, e-mail, or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

* 1. Immediate Binding

This Agreement shall be immediately binding on each of the Physicians and its related Principal, if applicable, as of the Effective Date, upon execution by such Physician and its related Principal, if applicable, despite this Agreement not being fully executed by all the Parties.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]**

Each of the Parties has executed and delivered this Agreement as of the Effective Date.

|  |  |
| --- | --- |
|  **[physician A]** | **[Physician Corp A]**Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: [Physician A] Title: Director |
|  **[Physician B]** | **[Physician Corp B]**Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: [Physician B] Title: Director |

 **[Clinic]**

Per:

Name: [Name of a director of the Clinic]
Title: Director

Exhibit A

PARTICIPATION AGREEMENT

**NOTE** that this Participation Agreement is to be used when a new Physician is seeking to be bound by the Group Governance Agreement.

**IN ADDITION**, this Participation Agreement is to be signed by the Physician acting in their capacity as sole director of the Physician’s professional corporation, if applicable, to that Physician.

1. <Physician Corp A>, <Physician Corp B>, <Physician A>, <Physician B> and <Clinic>, are parties to a group governance agreement (the “**GGA**”) dated \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_.
2. Under the terms of the GGA, there can be no new Physician admitted to practice in the Clinic or any Transfer of an existing Physician’s practice to a New Physician, unless the New Physician and, if applicable, the Principal, enter into an agreement in the form of this Participation Agreement (this “**Agreement**”).
3. The New Physician wishes to become a party to the GGA and to be bound to each of the existing and future parties to the GGA by all the applicable terms and restrictions provided for in the GGA in the same manner as if the New Physician was an original Party to the GGA.
4. The New Physician, if it is a corporation, also wishes to be bound to each of the existing and future parties to the GGA by the additional terms and restrictions contained in Section 3 below.
5. The Principal, if applicable, wishes to become a party to the GGA and to be bound to each of the existing and future parties to the GGA by all the applicable terms and restrictions provided for in the GGA in the same manner as if the Principal was an original Party to the GGA.

**IN CONSIDERATION OF** the Transfer being permitted under the GGA or the admittance of the New Physician to the Clinic, the New Physician and, if applicable, the Principal, agree as follows:

1. Defined Terms

Capitalized terms used but not defined in this Agreement have the meanings given to those terms in the GGA.

1. Agreement to be Bound
	1. Subject to Section 3 below, the New Physician agrees to be bound by all the applicable terms and restrictions provided for in the GGA in the same manner as if the New Physician was an original Party to the GGA which had duly executed and delivered the GGA.
	2. If applicable, the Principal agrees to be bound by all the applicable terms and restrictions provided for in the GGA in the same manner as if the Principal was an original Party to the GGA which had duly executed and delivered the GGA.
	3. The New Physician’s address for the purposes of the giving of any Communication is as follows:

If applicable, the Principal’s address for the purposes of the giving of any Communication is as follows:

* 1. The provisions of the GGA with respect to governing law, submission to jurisdiction, severability, counterparts, and electronic signatures, as well as the GGA’s provisions with respect to independent legal advice, also apply to this Agreement. The New Physician and, if applicable, the Principal, acknowledge that they have been provided with a complete copy of the GGA before executing this Agreement.
1. Provisions Applicable to New Physicians Operating as a Corporation

Any New Physician that is a corporate entity makes the following representations and warranties:

* 1. it is a corporation duly incorporated, amalgamated, or continued, and existing, under the laws of the jurisdiction of its incorporation, amalgamation, or continuance, and has all necessary corporate power and capacity to enter into and perform its obligations under this Agreement and the GGA;
	2. it has obtained a permit from the College of Physicians and Surgeons of British Columbia to operate as a professional corporation providing medical services;
	3. it has taken all necessary corporate action to authorize the execution and delivery by it of this Agreement and the performance of its obligations under this Agreement and the GGA;
	4. it has duly executed and delivered this Agreement, and therefore each of this Agreement and the GGA constitutes legal, valid, and binding obligations enforceable against it in accordance with its terms, subject only to bankruptcy, insolvency, liquidation, reorganization, moratorium, and other similar laws generally affecting the enforcement of creditors rights, and to the fact that equitable remedies, such as specific performance and injunction, are discretionary remedies;
	5. no authorization, consent, permit or approval of, exemption, or other action by, filing with, or notice to, any Governmental Authority is required in connection with the execution and delivery by it of this Agreement or the performance of its obligations under this Agreement and the GGA;
	6. the execution and delivery by it of this Agreement, and the performance of its obligations under this Agreement and the GGA, do not and will not breach or result in a default under:
		1. any of its constating documents;
		2. any law, statute, or regulation to which it is subject;
		3. any contract or covenant by which it is bound; and
	7. it is not a non-resident of Canada within the meaning of the ITA.
1. Representations and Warranties of Principals and Individual New Physicians

Each Principal and New Physician that is a natural person makes the following representations and warranties:

* 1. he or she is a member in good standing of the College of Physicians and Surgeons of British Columbia;
	2. he or she has duly executed and delivered this Agreement, and therefore each of this Agreement and the GGA constitutes a legal, valid, and binding obligation enforceable against him or her in accordance with its terms, subject only to bankruptcy, insolvency, liquidation, reorganization, moratorium, and other similar laws generally affecting the enforcement of creditors rights, and to the fact that equitable remedies, such as specific performance and injunction, are discretionary remedies;
	3. the execution and delivery by him or her of this Agreement, and the performance of his or her obligations under this Agreement and the GGA, do not and will not breach or result in a default under any contract or covenant by which he or she is bound; and
	4. if the New Physician is a corporation, then he or she Controls his or her related New Physician.
1. Schedules

The Schedules referred to in this Agreement, if any are required, are attached and form an integral part of this Agreement.

The New Physician and, if applicable, the Principal have caused this Agreement to be executed as of the date above.

*If the New Physician is natural person:*

Witness Print Name:

*If the New Physician is a corporation:*

Corporation Name:

Per:

Print Name:
Print Title:

*If the Principal is natural person acting in his or her own capacity:*

Witness Print Name: