

PHYSICIAN AGREEMENT

THIS PHYSICIAN AGREEMENT ("Agreement") is made as of the 1st day of August, 2016, by and between Integrated Pain Management, S.C., an Illinois corporation ("Practice"), and Dr. Shanele McGowan ("Physician").

RECITALS:

1. Practice provides pain management and medical services that may be performed by a duly licensed doctor of medicine.
2. Physician is a doctor of medicine duly licensed in the State of Illinois, with substantial experience in the provision of pain management and medical services, with a specialty in neurology.
3. Physician and Practice both intend that Physician be retained by the Practice for the provision of pain management and medical services to the patients of the Practice and within Physician's specialty of neurology as an independent contractor.

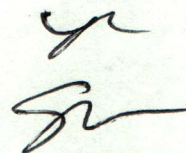
NOW, THEREFORE, in consideration of the promises, and of the mutual covenants and agreements hereinafter contained, the parties agree and covenant as follows:

ARTICLE 1: RETENTION, PROFESSIONAL FEES AND MANAGED CARE AGREEMENTS

Section 1.1 Retention. Practice retains Physician, and Physician accepts retention by Practice, to perform and provide the hereinafter defined Services and Duties during the Term of this Agreement (as hereinafter defined).

Section 1.2 Professional Fees Owned by Practice. Professional Fees (as hereinafter defined) generated hereunder during the Term shall belong to Practice or its assignee. "Professional Fees" shall mean direct service fees, expert witness fees, fees for medical research, compensation or remuneration generated by Physician in connection with her performance of Services and Duties including, but not limited to, fees for the provision of professional pain management and medical services by Physician, managed care administrative fees and fees for hospital administrative services performed by Physician pursuant to this agreement, provided, however, that Professional Fees shall not include, speaking honoraria or teaching positions. Physician shall contract for and receive all Professional Fees through and in the name of Practice, unless prohibited from doing so, in which event Physician shall accept such Professional Fees only on behalf of, and in trust for, Practice and shall promptly remit all such Professional Fees to Practice.

Section 1.3 Managed Care Agreements. From time to time, Practice may enter into managed care, indemnity or network agreements with hospital and medical or surgical care centers or providers, third party payors, managed care networks, employers or governmental entities ("Affiliates") that may require Practice and/or Physician to provide



care to enrollees and to engage in utilization review, quality assurance and/or peer review activities. Physician shall fully cooperate in such activities and shall comply with reasonable requirements of any managed care, indemnity or network agreement to which Practice becomes a party including, but not limited to, review and grievance procedures thereunder. If required by any Affiliate, Physician shall execute the related managed care, indemnity or network agreement individually, notwithstanding that all Professional Fees generated by such agreement shall belong to Practice. Physician shall have no authority to, and shall not, execute agreements binding Practice, nor shall Physician, without the prior written consent of Practice, execute any agreement for the provision of pain management and medical services individually or on behalf of any other person or entity at facilities serviced by Practice or its Affiliates.

ARTICLE 2: SERVICES, DUTIES, REPRESENTATIONS AND COVENANTS

Section 2.1 Services and Duties. Physician shall be permitted to participate in professional associations, boards and similar activities consistent with Physician's past practices. During the Term of this Agreement, Physician shall use her best efforts to perform the following essential services and duties ("Services" and "Duties"):


- (a) Providing professional pain management and medical services, within Physician's specialty of neurology, to patients of Practice and its Affiliates in accordance with the prevailing standards of care, as well as practice protocols and policies as adopted from time to time by Practice;
- (b) Keeping and maintaining, or causing to be kept and maintained, in accordance with Practice's policies and procedures, appropriate records, reports, claims and correspondence necessary and appropriate in connection with all professional services rendered by Physician under this Agreement, including, without limitation, any utilization review, quality assurance or medical resource management reports requested by Practice policies;
- (c) Promoting, in a manner permitted by law and the applicable canons of professional ethics, the professional practice of Practice;
- (d) Attending to the administrative duties of the professional practice of Practice, to the extent reasonably required by the policies of Practice, and the applicable canons of professional ethics;
- (e) Performing all acts reasonably necessary to maintain Physician's professional skills at an appropriate level including, but not limited to, complying with all legally or professionally applicable continuing medical education requirements;
- (f) Cooperating with and assisting Practice in connection with any actions, suits, orders, proceedings or investigations affecting Practice, except with respect to any actions or claims in which Physician is adverse to Practice;



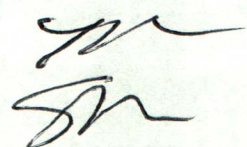
- (g) Advising Practice or its designee of any need to order or repair supplies, equipment or other tangible personal property necessary for the operation of Practice;
- (h) Cooperating with and assisting the billing and collection efforts of Practice and its Affiliates including, but not limited to, those conducted on behalf of Practice or any of its Affiliates by any outside billing and collection or practice management company;
- (i) Cooperating with and assisting Practice and/or any outside practice management company, in the preparation of any budgets;
- (j) Cooperating with and assisting participation in any marketing programs established by or on behalf of Practice;
- (k) Attending scheduled physician meetings held by Practice or its Affiliates of which Physician has prior written notice, unless specifically excused by Practice in advance; and
- (l) Cooperating with and assisting Practice in any and all matters relating to the fulfillment of Physician's Services and Duties hereunder and requirements of Practice in the fulfillment of its obligations pursuant to agreements for the provision of professional pain management and medical services to which it or any of its Affiliates are bound.

Section 2.2 Representations and Covenants. Physician represents and covenants to Practice that each of the following is true as of the date of this Agreement and will be true at all times during the Term of this Agreement:

- a. Physician has maintained, and shall maintain during the Term, a valid and unrestricted license to practice medicine, within Physician's specialty of neurology, in the state of Illinois;
- b. Physician has obtained and maintained (or has applied for), and shall maintain during the Term, admitting and other active staff privileges at any hospital to which Physician is assigned by Practice which are adequate for Physician to perform her Services and Duties hereunder, and such privileges have not been reduced or restricted in any manner that interferes with Physician's performance of such Services and Duties to patients of Practice or its Affiliates.
- c. Physician has not been investigated or disciplined by any professional or peer review organization, governmental agency, managed care company, provider network or hospital medical staff for any material action or omission based on quality of care;
- d. Physician has maintained, and shall maintain during the Term, all necessary valid and unrestricted licenses and registrations necessary to prescribe drugs, medications, pharmaceuticals or controlled substances in connection with the practice of pain management;



- e. Physician has maintained, and shall maintain during the Term, valid certification or shall be in the process of obtaining such certification;
- f. Physician is not a party to any agreement that would be breached by her execution of and performance under this Agreement;
- g. Physician is eligible and shall maintain eligibility for all governmental payment programs including, but not limited to, the Medicare and Medicaid programs;
- h. Except as otherwise expressly provided herein or pursuant to the written permission of Practice, Physician shall devote all of Physician's professional clinical time and efforts to Practice; and
- i. Physician has disclosed and shall disclosed to Practice in writing the following matters, whether occurring at any time prior to or during the Term, within 30 days upon their occurrence:
 - i. Any failure of Physician to comply with subparagraphs (a) through (i) of this Section 2.2;
 - ii. Any claim, allegation, action, suit, investigation or proceeding pending or threatened against Physician including, but not limited to, those arising from or relating to professional or medical malpractice;
 - iii. Any criminal claim, allegation, action, suit, investigation, indictment or proceeding pending or threatened against Physician, except with respect to minor traffic violations;
 - iv. Any claim, allegation, action, suit, investigation or proceeding pending or threatened against Physician, whether administrative, civil or criminal, arising from or relating to filing false health care claims, violating anti-kickback or self-referral laws or engaging in other billing improprieties;
 - v. Any dependency on, or habitual use or episodic abuse of, alcohol or controlled substances, or any participation in any alcohol or controlled substance detoxification, treatment, recovery, rehabilitation, counseling, screening or monitoring program;
 - vi. Any claim, allegation, action, suit, investigation or proceeding pending or threatened against Physician arising from or relating to the violation of professional ethics or standards of care or any illegal, relating to the practice of neurology;
 - vii. Denial, revocation, suspension, modification or investigation relating to Physician's application for any (A) licensure as a physician in any state, (B) medical staff privileges or membership at any hospital or other health care entity, (C) board certification or recertification, (D) participation in any third party payor program or provider network, (E) state or federal controlled substances registration or (F) professional liability insurance;
 - viii. Denial, revocation, suspension, modification or investigation relating to Physician's (A) licensure as a physician in any state, (B) medical staff

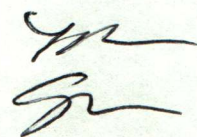
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- privileges or membership at any hospital or other health care entity, (C) board certification or recertification, (D) participation in any third party payor program or provider network, (E) state or federal controlled substances registration or (F) professional liability insurance;
- ix. Any restrictive covenants to which Physician is or may be subject, which would restrict in any manner her ability to perform the duties required hereunder; and
 - x. Any violation by Physician of the Healthcare Fraud and Abuse and Regulatory Compliance Plan or the Standards of Conduct of Practice.

ARTICLE 3: COMPENSATION AND BENEFITS

Section 3.1 Minimum Compensation Guaranty. Physician shall be paid a guaranteed minimum sum of Five Thousand Five Hundred Dollars (\$5,500.00) for each calendar month during the Term of this Agreement (“Base Draw”). The Base Draw shall be paid in a manner consistent with Practice’s customary payroll policies and procedures, as currently established and subject to any amendments from time to time during the Term.

Section 3.2 Total Compensation. Physician shall be paid a total compensation (“Total Compensation”) equal to sixty percent (60%) of Physician Gross Generated Revenue. Physician Generated Revenue shall mean Professional Fees collected by Practice and arising from or related to Services performed by Physician, reduced by extraordinary expenses arising from or relating to such Services performed by Physician (“Physician’s Expenses”), and by Physician’s Base Draw. Total Compensation shall be determined by Practice and Physician, on a monthly basis for each calendar month during the first 8 months of this , within ten (10) days following Practice’s receipt of Physician’s Expense Report (as hereinafter defined) for the respective calendar month. Following the first 8 months of this agreement, Total Compensation will be determined quarterly by Practice and Physician within ten (10) days following Practice’s receipt of Physician’s Expense Report for the respective quarter. Practice shall deliver to Physician a written notice of such determination of the Total Compensation for the respective calendar month (or for the respective quarter) within ten (10) days following its determination. Physician shall, within ten (10) days following receipt of such notice, provide written notice to Practice of acceptance of such determination or any specific objections to such determination. In the event of an objection, Practice’s determination and Physician’s specific objections shall be submitted to a third party accountant selected by and paid for by both Practice and Physician. Physician and Practice shall require the third party accountant to issue a written determination within ten (10) days following the retention of said third party accountant’s services. In the absence of Physician’s delivery of a written objection to any determination made by Practice within ten (10) days following Physician’s receipt of Practice’s written notice thereof, such determination shall be conclusive and binding upon the parties. Total Compensation for each respective calendar month (or for each respective quarter) shall be paid at the next regularly scheduled payroll date but no earlier than two (2) business days following the date upon which the determination thereof has become conclusive and binding upon the parties. Except as otherwise provided herein, Total Compensation shall

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be paid in a manner consistent with Practice's customary payroll policies and procedures, as currently established and subject to any amendments from time to time during the Term. Physician shall have no right or claim to any portion of Professional Fees, except as otherwise provided herein.

Section 3.3 Reporting of Expenses. During the Term of this Agreement, Physician shall determine Physician's total expenses arising from or relating to his performance of Services and Duties hereunder and shall deliver a written report ("Expense Report") thereof to Practice or such other person as Practice may designate within 10 days following the end of the calendar month that such expenses were incurred.

Section 3.4 Employment Taxes, Withholdings and Reports. Practice shall prepare and file all related reports and returns required by federal, state and other governmental authorities.

Section 3.5 Vacation. Physician recognizes, acknowledges and agrees that policies relating to vacation set forth in the Employee Handbook of Practice, as maybe amended from time to time by Practice in its sole discretion, are not applicable to Physician. Provided however, that Physician may schedule vacation leave to be coordinated with Practice which shall not be unreasonably withheld.

Section 3.6 Professional Liability Insurance. During the Term of this Agreement, Practice shall maintain, professional liability insurance in amounts as determined by Practice, covering Physician's acts and omissions in the performance of Physician's Services and Duties hereunder. Professional liability insurance only covers Physician when performing professional pain management and medical services on behalf of Practice and its Affiliates. The costs of such professional liability insurance shall be included as an expense in each Expense Report and in each determination of Total Compensation payable hereunder.

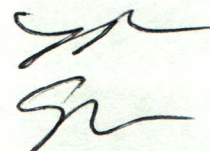
Section 3.7 Medical Insurance. During the Term of this Practice shall maintain medical insurance in amounts as determined by Practice, covering Physician and dependents. The costs of such medical insurance shall be included as an expense in each Expense Report and in each determination of Total Compensation payable hereunder.

Section 3.8 Option to Purchase Shares. Upon the completion of one year of employment, Practice shall grant to Physician an option to purchase certain shares of the Practice.

ARTICLE 4: TERM AND TERMINATION

Section 4.1 Term. The term ("Term") of this Agreement shall be the period commencing with the date of this Agreement and continuing through the second anniversary of such date, subject to earlier termination as hereinafter provided.

Section 4.2 Termination For Cause.

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(a) **By Practice.** Practice may terminate this Agreement immediately upon delivery of written notice to Physician, which notice shall (i) describe the reason for such termination and (ii) be delivered to Physician promptly after Practice learns of any of the following events, conditions, circumstances or state of facts, any of which shall be deemed to be "Practice Cause", it being agreed that termination of this Agreement pursuant to this Section 4.2(a) shall not limit Physician's obligations under Article 6:

(i) The suspension, probation, restriction, revocation, surrender or cancellation of Physician's right to practice medicine in the State of Illinois or to prescribe drugs, medications, pharmaceuticals or controlled substances;

(ii) The discipline of Physician by the final action of any professional medical organization having any privilege or right to pass upon the professional conduct of Physician, any credentialing or certifying board, any county medical society or other local, regional or state medical, or neurology-specific society, college or association, to such extent that, in the determination of Practice, acting in its sole discretion, Physician's ability to engage in the professional practice of medicine in the manner contemplated by the terms of this Agreement is materially impaired;

(iii) Physician's resignation from any professional medical organization, any credentialing or certifying board, any county medical society or other local, regional or state medical or neurology-specific society, college or association, under written threat of disciplinary action related to material issues regarding Physician's competence or quality of patient care to such extent that, in the determination of Practice, acting in its sole discretion, Physician's ability to engage in the professional practice of neurology in the manner contemplated by the terms of this Agreement is materially impaired;

(iv) The revocation, material reduction, surrender or resignation of Physician's membership on the medical staff, any material reduction in clinical privileges, or any other adverse action against Physician's privileges at any hospital or by any managed care plan taken as a result of professional quality or competence issues related to Physician's practice of medicine, which actions, in the determination of Practice, acting in its sole discretion, materially impair Physician's ability to engage in the professional practice of neurology in the manner contemplated by the terms of this Agreement;

(v) The final determination or finding by any governmental entity or agency of competent jurisdiction that Physician has engaged in any billing improprieties, including, without limitation, filing false health care claims or violating anti-kickback or self-referral laws;

(vi) The imposition of any restrictions or limitations by any governmental authority having jurisdiction over Physician to such an extent that, in the determination of Practice, acting in its sole discretion, Physician's ability to engage in the professional practice of medicine in the manner contemplated by the terms of this Agreement is materially impaired;

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(vii) The inability of Practice to obtain professional liability insurance for medical services performed by Physician on terms and in an amount satisfactory to Practice;

(viii) Physician's (A) failure, refusal or inability to perform her duties required under this Agreement, including, (B) failure, refusal or inability to comply with policies and clinical protocols of Practice which may be established in the sole discretion of Practice from time to time; (C) breach of a covenant, provision, term, condition, understanding or undertaking set forth in this Agreement; (D) refusal to render professional pain management and medical services at the location and/or locations assigned by Practice See Attached Exhibit A; (E) tardiness in the provision of professional pain management and medical services; and (F) improper handling, labeling and/or disposal of drugs;

(ix) Physician misappropriates revenue or assets of Practice;

(x) Physician's conviction of (A) any felony offense or entry of a plea of guilty (B) any misdemeanor offense that, in the determination of Practice, acting in its sole discretion, affects Practice's good will and reputation or adversely affects Physician's ability to carry out her obligations hereunder;

(xi) Physician's loss, suspension or material restriction of her ability to participate in the Medicare or Medicaid programs for a period of more than thirty (30) consecutive days arising from an action or omission of Physician;

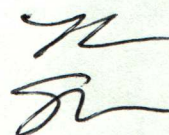
(xii) Practice determines, in the exercise of its discretion, that (A) Physician has engaged in professional misconduct, (B) Physician has breached her professional ethical obligations or (C) Physician poses a direct threat to the safety or well-being of patients of Practice or Affiliates of Practice or to employees of Practice;

(xiii) Physician takes any action or engages in any activity that, in the discretion of Practice, is detrimental to the interests of Practice and such action or activity continues for ten (10) days after Physician receives written notice from Practice to cease such action or activity; or

(xiv) Physician violates the Healthcare Fraud and Abuse and Regulatory Compliance Plan or the Standards of Conduct of Practice and/or any policy of Practice.

(b) **Reporting Obligation.** Physician has an affirmative obligation as a condition of continued employment to report to Practice in writing any investigation or inquiry by any hospital or other health care institution, managed care organization, regulatory agency, governmental authority or professional society regarding any item or activity against or affecting Physician, whether material or not, listed in Section 4.2(a) hereof.

(c) **By Physician.** Physician may terminate this Agreement immediately upon written notice to Practice, which notice shall describe the reason for such termination, for any of the following reasons, which shall be deemed to be "Physician Cause":



(i) Practice breaches a material provision of this Agreement and shall fail to cure such breach within thirty (30) days after Practice receives written notice from Physician specifying, in reasonable detail, the nature of such breach, other than as a result of any act or omission taken or approved by Physician; or

(ii) Practice loses any certification, which shall not be cured within ninety (30) days after such loss, or otherwise becomes unable, due to any act or omission, to continue to operate for a period greater than ninety (30) days, other than as a result of any act or omission taken or approved by Physician.

Section 4.3 Termination Without Cause.

(a) **By Physician.** Physician may terminate this Agreement without Physician Cause with sixty (60) days (the "Sixty Day Period") prior written notice ("Notice of Termination") to Practice. For purposes of this Section 4.3(a), the date following the expiration of the Sixty Day Period shall be deemed the "Date of Termination". Termination of this Agreement pursuant to this Section 4.3(a) shall not limit Physician's obligations under Article 6.

(b) **By Practice.** Practice may, in its sole discretion, terminate this Agreement without Cause with sixty (60) days prior written notice. Termination of this Agreement pursuant to this Section 4.3(b) shall not limit Physician's obligations under Article 6.

(c) **By Termination of Agreement with Hospital.** Practice may, in its sole discretion, terminate this Agreement immediately upon the termination of the agreement for the provision of pain management and medical services by and between the hospital at which Physician is primarily assigned to provide services and Practice. Termination of this Agreement pursuant to this Section 4.3(c) shall not limit Physician's obligations under Article 6.

Section 4.4 Termination Upon Death or Disability. This Agreement shall terminate upon the Total Disability (as hereinafter defined) or death of Physician. For purposes of this Agreement, "Total Disability" shall mean Physician's inability to perform her duties under this Agreement because of any illness or physical or mental disability or other incapacity as evidenced by a written statement of a physician licensed to practice medicine in any state in the United States mutually agreed upon by Practice and Physician, which disability or incapacity continues or is expected to continue for a period of ninety (90) days.

Section 4.5 Effect of Termination. Upon any termination of this Agreement, Practice shall pay to Physician the compensation due through the Date of Termination, as full and final satisfaction of the terms of this Agreement, and Physician shall have no further claims against Practice for compensation. Practice and Physician shall not enter into any similar Agreement with each other for the provision of professional pain management and medical services on any date other than the annual anniversary of the Start Date for compensation that differs from the compensation set forth in this Agreement.

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ARTICLE 5: ASSIGNMENT OF RIGHT TO BILL

As a condition of employment hereunder, Physician hereby assigns to Practice, or one or more of its Affiliates designated by Practice, and their respective successors and assigns any current and future right the Physician may have from time to time during the Term to bill and receive Professional Fees for services rendered by Physician under this Agreement and shall execute all documents as determined by Practice to reflect such assignment. Physician acknowledges that Practice, its Affiliates or their respective assignees may submit these billings in their own names, and that Physician is hereby precluded from billing any party for Physician's professional services performed under this Agreement unless required by a payor, in which event Physician shall bill such services with the understanding that all Professional Fees generated from such billings shall belong to Practice or its assignee. Physician hereby assigns to Practice the right to use Physician's name and a description of Physician's experience and background for purposes of marketing Practice or complying with disclosure requirements in negotiating managed care contracts.

ARTICLE 6: OUTSIDE ACTIVITIES, NON-COMPETITION AND CONFIDENTIALITY

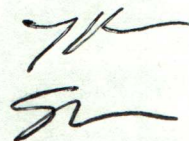
Section 6.1 Physician Acknowledgments.

(a) In exchange for Physician's covenants to Practice in this Agreement, Practice is furnishing to Physician, in addition to Physician's compensation, valuable consideration, including, but not limited to:

- (i) full access to an established practice and a patient base; and
- (ii) the availability of medical equipment, office equipment and a trained staff necessary to provide pain management and medical services in accordance with Practice standards;

(b) Physician recognizes that Practice's decision to enter into this Agreement is induced primarily because of the covenants and assurances made by Physician in this Agreement, and that the restrictions in this Article 6 are necessary to ensure the continuation of the business of Practice;

(c) Physician acknowledges and agrees that any violation by Physician of the provisions hereof would cause economic harm and loss of good will to Practice resulting in immediate and irreparable loss, injuries and damage to Practice. Physician agrees that the restrictions imposed in this Article 6 are equitable and reasonable and shall not foreclose Physician from being gainfully employed or earning a livelihood, and that Practice has no adequate remedy at law to redress a violation hereof;

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(d) The covenants of this Article 6 shall be construed as an agreement ancillary to the other provisions of this Agreement, and the existence of any claim or cause of action of Physician against Practice, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Practice of the covenants in this Article 6.

Section 6.2 Noncompetition and Non-solicitation. Physician covenants and agrees that during the Term and for a period of two (2) years following the expiration of the Term and/or any termination pursuant to Article 4 of this Agreement Physician shall not, directly or indirectly, as an employee, employer, member, manager, contractor, consultant, agent, principal, shareholder, corporate officer, director or in any other individual or representative capacity solicit for employment any person who is an employee of Practice at the expiration of the Term or at any time during the twenty-four (24) month period immediately prior to the termination of this Agreement.

Physician shall not otherwise provide professional pain management and medical services within a radius of three (3) miles from Practice or any of its locations identified on the attached Exhibit A. The provisions of section 6.2 Noncompetition shall not apply to the following:

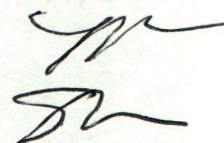
(a) Academic Institutions: Cook County Hospital, University of Illinois at Chicago, Rush University, University of Chicago, Loyola University, Northwestern University, any Veteran Administration Hospitals.

(b) Any medical practice in the following zip codes: 60655, 60607, 60612, 60605.

Section 6.3 Confidential Information.

(a) Physician agrees to keep confidential and not to use or to disclose to others except as expressly consented to in writing in advance by Practice or required by law, the terms of this Agreement, any secrets or confidential technology, proprietary information, financial information, patient lists or trade secrets of Practice, or any matter or thing ascertained by Physician through Physician's service with Practice, the use or disclosure of which matter or thing might reasonably be construed to be contrary to the best interests of Practice. This restriction shall not apply to any information that: (i) is or becomes generally available to and known by the public (other than as a result of an unpermitted disclosure directly or indirectly by Physician or Physician's advisors or representatives); (ii) is or becomes available to Physician on a non-confidential basis from a source other than by Practice or its Affiliates, advisors or representatives, provided that, at the time of disclosure to Physician, Physician is not aware that such source was bound by a confidentiality agreement with, or other obligation of secrecy to, Practice; or (iii) has already been or is hereafter independently acquired or developed by Physician without violating any confidentiality agreement or other obligation of secrecy to Practice.

(b) If Physician terminates her relationship with Practice, Physician shall neither take nor retain, without prior written authorization from Practice, any papers, patient lists, fee

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books, patient records, e-mails, files or other documents or copies thereof or other confidential information of any kind belonging to Practice pertaining to Practice's patients, business, sales, financial condition or products.

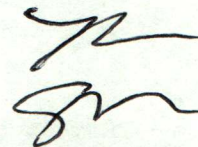
(c) Physician shall not be prohibited from releasing any confidential or proprietary information to Physician's legal counsel or financial advisors, provided that Physician requires such advisors to be bound by the terms and conditions of this Section 6.4. In the event that Physician is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to make any disclosure which is prohibited or otherwise constrained by this Section 6.4, Physician agrees that she shall (i) provide Practice with prompt notice of such request so that it may seek an appropriate protective order or other appropriate remedy and (ii) cooperate with Practice in its efforts to decline, resist or narrow such requests. In the event that such protective order or other remedy is not obtained and Physician is compelled to disclose Practice's confidential information, (A) Physician may furnish only that portion of such information that is legally required to be disclosed, (B) Physician shall give Practice written notice of the information to be disclosed as far in advance as practicable and (C) Physician shall use her best efforts to obtain (or to cooperate with Practice in its effort to obtain) an order or other reliable assurance that confidential treatment shall be accorded any confidential information so disclosed.

Section 6.4 Enforcement.

(a) If Physician violates any of the terms and conditions of this Article 6, the time period for which Physician is to be restricted shall abate during the time that Physician violates the terms and conditions hereof, and the remaining period of time for which the restriction applies shall thereafter recommence on the date that Physician ceases to violate such terms and conditions.

(b) Practice shall be authorized and entitled to obtain from any court of competent jurisdiction temporary, preliminary and permanent injunctive relief as well as other equitable relief without the necessity of showing actual monetary damages and without posting a bond, cash or other security, which rights and remedies shall be cumulative and in addition to any other rights or remedies to which Practice may be entitled.

(c) If any court of competent jurisdiction shall deem any of the restrictive covenants and confidentiality agreements contained in this Article 6, or portion of any such covenant or agreement, too extensive or unenforceable, the other provisions of this Article 6 shall nevertheless stand and remain enforceable according to their terms. In such circumstance, the parties hereto expressly authorize the court to modify such covenant or agreement, or offending portion thereof, so that the restrictions, limitations and scope of the restrictive covenants and confidentiality agreements extend for the longest period, comprise the largest territory and are enforceable to the maximum permissible extent by law under the circumstances.

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(d) The Physician or Practice shall be entitled to reasonable attorneys' fees, court costs and expenses incurred, in the reasonable exercise at their sole discretion, if they are the prevailing party in any legal dispute related to the enforcement or defense of Article 6.

Section 6.5 Survival. The provisions of this Article 6 shall survive the expiration of the Term and any termination of this Agreement pursuant to Article 4 hereof.

ARTICLE 7: FINES, SUSPENSIONS, CHARGES AND INDEMNIFICATION

Section 7.1 Indemnification. Physician agrees to fully defend and indemnify Practice and its shareholders, subsidiaries, Affiliates, officers, directors and employees against, and shall hold Practice, its shareholders, subsidiaries, Affiliates, officers, directors and employees harmless from, including but not limited to any breach or failure, and the resulting tax ramifications thereof, of Physician to comply with any and all terms of this Agreement.

ARTICLE 8: MISCELLANEOUS

Section 8.1 Assignability. With Consent of Physician, Practice may assign this Agreement to any person or entity. Otherwise, neither party may assign its rights or duties under this Agreement without the prior written consent of the other party.

Section 8.2 Notice. Any notice, demand or communication required, permitted or desired to be given hereunder shall be in writing and shall be served on the parties at the following respective addresses:

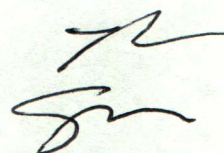
If to Practice: Dr. Tian Xia
244 E Roosevelt Road
Lombard, IL 60148

with a copy to: Bernard A. Henry, Esq.
Rieck and Crotty, P.C.
55 West Monroe Street, Suite 3625
Chicago, Illinois 60603

If to Physician: Dr. Shanelle McGowan
via email: smcgowan@gmail.com

With a copy to: Thomas E. Vaughn Esq.
PO BOX 1774
Chicago, Illinois 60690
Tvaughn449@aol.com

or to such other address, or to the attention of such other person or officer, as any party may by written notice designate. Any notice, demand or communication required, permitted or desired to be given hereunder shall be sent either (a) by hand delivery, in



which case notice shall be deemed received when actually delivered,(b) by prepaid certified or registered mail, return receipt requested, in which case notice shall be deemed received upon its receipt or refusal as indicated on the return receipt therefor, or (c) by nationally recognized overnight courier, in which case notice shall be deemed received one (1) business day after deposit with such courier.

Section 8.3 Enforceability. If any provision of this Agreement is held invalid, unenforceable, or unconstitutional by any governmental body or court of competent jurisdiction, such holding shall not diminish the validity or enforceability of any other provision hereof.

Section 8.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, without regard to the conflict of law principles thereof. The parties hereto agree that if a controversy or claim between them arises out of or in relation to this Agreement and results in litigation, the courts of Cook County, Illinois or the courts of the United States of America located in Cook County, Illinois shall have exclusive jurisdiction to hear and decide such matter, and the parties hereby submit to jurisdiction to such courts.

Section 8.5 Construction. Common nouns and pronouns and all other terms shall be deemed to refer to the masculine, feminine, neuter, singular and/or plural, as the identity of the person or persons, firm or association may require in the context.

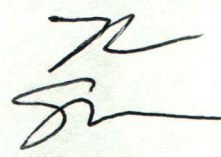
Section 8.6 Binding Effect. The provisions of this Agreement shall inure to the benefit of and shall be binding on the heirs, personal representatives, successors, permitted assigns, estates and legatees of each of the parties hereto.

Section 8.7 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties pertaining to the employment relationship between Practice and Physician and supersedes all prior or contemporaneous agreements, understandings or negotiations of the parties. This Agreement shall not be modified, amended or supplemented except in a written instrument executed by both parties.

Section 8.8 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

Section 8.9 Health Care Fraud and Abuse and Regulatory Compliance Plan. Physician agrees to execute the Standards of Conduct Certification and the Compliance Program Acknowledgment Form contained within the Health Care Fraud and Abuse and Regulatory Compliance Plan of Practice. Physician hereby agrees to comply with the terms of the Healthcare Fraud and Abuse and Regulatory Compliance Plan and the Standards of Conduct of Practice.

Section 8.10 Consultation with Counsel. Physician acknowledges and confirms that Physician has consulted with independent legal counsel of Physician's own choosing or

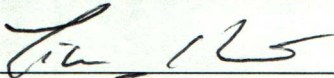
A handwritten signature in black ink, consisting of a stylized 'R' followed by a flourish.

having been afforded time and opportunity to so consult has knowingly proceeded to enter into this Agreement without assistance from legal counsel. Nevertheless, in either event, this Agreement shall be construed as a document of joint making and no term shall be construed against Practice as the drafter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed to be effective as of the date and year first above written.

PRACTICE:

INTEGRATED PAIN MANAGEMENT, S.C.

By: 
Printed Name: Tran Ba 8/1/2016
Its: CEO

PHYSICIAN:

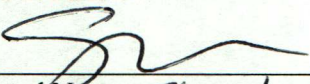

Printed Name: Shanelle McGowan 8/1/2016

EXHIBIT "A"

Bridgeport
3405 S Halsted
Chicago IL 60608

Fullerton-Kimball Surgical Center
3412 W Fullerton
Chicago IL 60647

Western-Diversey Surgical Center
2744 N Western Ave
Chicago IL 60647

Joliet
815 Campus Drive
Joliet IL 60435

Elmwood Park
2502 N. Harlem Ave
Elmwood Park IL 60707

Lincoln Square
4906 N Western
Chicago IL 60625
United States

Lombard
244 E Roosevelt
Lombard IL 60148

Lincoln Park
2674 N. Halsted
Chicago IL 60614
United States

Oak Lawn
5569 W. 95th Street
Oak Lawn IL 60453

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