

PHYSICIAN EMPLOYMENT AGREEMENT

AGREEMENT made as of the 1st day of April, 2016, by and between [REDACTED] Fertility Center. (hereinafter referred to as "NHFC") and [REDACTED] xue [REDACTED] MD. (hereinafter referred to as "Employee").

In consideration of the mutual promises contained in this Agreement, NHFC and Employee agree as follows:

1. Employment. NHFC shall employ Employee as a physician engaged in the practice of gynecology and fertility medicine. Employee accepts the duties and responsibilities assigned to him in his capacity as a physician by NHFC and agrees to be bound by the terms, covenants and conditions of this Agreement.

2. Duration of Agreement. The initial term of this Agreement shall commence on the Effective Date and shall continue for five (5) years thereafter subject to earlier termination or to extension, effective on April 1st, 2016 (the "Effective Date"). Each year's anniversary date, employee will receive a 3% increase to his current salary.

3. Performance.

3.1 Employee will devote all necessary time and his best efforts to the performance on a full-time basis of his duties in the practice of medicine for NHFC. In doing so, Employee will observe and conform to all applicable laws and reasonable customs of the medical profession and comply with all general policies and standards of performance regarding the services performed by him as are determined by NHFC from time to time (and as applicable generally to all physicians employed by NHFC) while this Agreement is in force. In addition, Employee will (i) maintain an unrestricted license to practice medicine in the States of New York; (ii) maintain in good standing active or associate staff privileges, with appropriate credentials, on the medical staffs of hospitals as reasonably required by NHFC; (iii) maintain registration with the Drug Enforcement Administration ("DEA"); (iv) be and remain insurable for malpractice liability in accordance with the requirements of the New York and Connecticut Statutes; (v) maintain certification by such credentialing agencies as shall be reasonably determined by NHFC; and (vi) be responsible for patient care on weekends as assigned by NHFC.

3.2 Mandatory Weekend Coverage: Employee will be required to provide coverage on the weekends as part of his responsibilities. Weekend coverage will be on a rotational schedule that is based upon the number of full time physicians currently active at NHFC. Weekend coverage shall commence at 6:45 a.m. The Employee's schedule may change based on the needs of the patients at NHFC. In addition, whenever Dr. Zhang is unavailable for weekend patient care, Employee shall render any required medical care in his absence. NHFC shall assign the weekend coverage as needed. Compensation for coverage on the weekend over and above the mandatory days (in absence of Dr. Zhang) will be at the rate of \$2,000 per day.

3.3 While this Agreement is in force, Employee will not, without the prior approval of John Zhang, M.D., engage in the practice of medicine or any activity for which a license to practice medicine is required, except in the performance of his duties under this Agreement. This shall not be construed as preventing Employee from engaging as a passive participant in other business