

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4155452

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
PHILIP GUADAGNO	01/01/2011
RECEIVING PARTY DATA	
Name:	HEALTH DIAGNOSTIC LABORATORY, INC
Street Address:	737 N 5TH STREET
Internal Address:	SUITE 103
City:	RICHMOND
State/Country:	VIRGINIA
Postal Code:	23219
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14670609
CORRESPONDENCE DATA	
Fax Number:	(858)720-5799
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	8587205700
Email:	patentprocurement@perkinscoie.com
Correspondent Name:	ELLEN L. SMITH
Address Line 1:	P. O. BOX 1247
Address Line 4:	SEATTLE, WASHINGTON 98111
ATTORNEY DOCKET NUMBER:	114784-8022.US03
NAME OF SUBMITTER:	ELLEN L. SMITH
SIGNATURE:	/Ellen L. Smith/
DATE SIGNED:	11/23/2016
Total Attachments: 16	
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December 21, 2010

Mr. Phil Guadagno
465 Concord St
Vidor TX, 77662

Dear Phil,

It is my pleasure to offer you the position of Senior Scientist at Health Diagnostic Laboratory Inc., (HDL, Inc.).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Your anticipated start date is 1/1/2011. On this date, please bring identification/eligibility documents for completing your Employment Eligibility Verification (I-9) (see the list of acceptable documents on the back page of the attached I-9).


Should you choose to accept this offer, your employment at HDL, Inc. will be for no specified duration and constitutes "at-will" employment. As an "at-will" employee, either you or HDL, Inc. are free to end your employment at any time and for any reason, with or without cause or notice.

This letter supersedes any prior representations or agreements, whether written or oral, regarding your offer of employment. Employment is also contingent upon acknowledgment of the Employee Handbook; Confidentiality/Privacy forms; completion of I-9 and required training. To confirm your acceptance of this offer of employment, please sign and return to me by fax at (804) 343-2704 or via US mail to Health Diagnostic Laboratory, Inc; 737 N. 5th Street, Suite 103; Richmond, VA 23219.

A New Employee Information Package, including detailed company and benefits information, is enclosed. Please contact Pamela Scott – HR Manager at 804-343-2718 ext. 128 if you have any questions regarding your Employee Information Package.

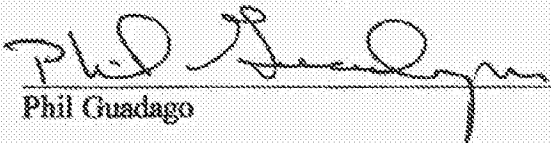
Phil, we look forward to your acceptance of this offer and to a mutually beneficial and rewarding relationship.

Sincerely,



Joe McConnell, PhD, DABCC
Chief Medical Officer

Please acknowledge your acceptance of our offer of employment by signing below:



Phil Guadagno

1/4/11

Date

1/1/11

Expected Start Date

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2012, by and between Health Diagnostic Laboratory, Inc., a Virginia corporation (the "Company"), and Philip Guadagno ("Employee").

The Company and Employee hereby agree as follows:

1. Employment. Employee is being employed by the Company and is subject to the terms and conditions of this Agreement.

2. Duties. During the term of his/her employment under this Agreement, Employee will perform his/her duties hereunder at such time or times as the Company may reasonably request. Employee's duties may be varied by the Company from time to time without violating the terms of this Agreement and shall include: (i) devoting his/her best efforts and his/her entire business time to further properly the interests of the Company to the satisfaction of the Company, (ii) being subject to the Company's direction and control at all times with respect to his/her activities on behalf of the Company, (iii) complying with all rules, orders, regulations, policies, practices and decisions of the Company, (iv) truthfully and accurately maintaining and preserving all records and making all reports as the Company may require, and (v) fully accounting for all monies and other property of the Company of which he may from time to time have custody and delivering the same to the Company whenever and however directed to do so.

3. Covenant Not to Disclose Confidential Information. Employee acknowledges that during the course of his/her employment with the Company, Employee has or will have access to and knowledge of certain information and data that the Company or any subsidiary, parent or affiliate of the Company considers confidential and that the release of such information or data to unauthorized persons or entities would be extremely detrimental to the Company. As a consequence, Employee hereby agrees and acknowledges that he/she owes a duty to the Company not to disclose, and agrees that, during or after the term of his/her employment, without the prior written consent of the Company, he/she will not communicate, publish or disclose, to any person or entity anywhere or use (for his/her own benefit or the benefit of others) any Confidential Information (as hereinafter defined) for any purpose other than carrying out his/her duties as contemplated by this Agreement. Employee will use his/her best efforts at all times to hold in confidence and to safeguard any Confidential Information to ensure that any unauthorized persons or entities do not gain possession of any Confidential Information and, in particular, will not permit any Confidential Information to be read, duplicated or copied. Employee will return to the Company all originals and copies of documents and other materials, whether in printed or electronic format or otherwise, containing or derived from Confidential Information in Employee's possession or under Employee's control when the duties of Employee no longer require Employee's possession thereof, or whenever the Company shall so request, and in any event will return all such Confidential Information within ten (10) days if the employment relationship with the Company is terminated for any or no reason and

will not retain any copies thereof. Employee acknowledges that Employee is obligated to protect the Confidential Information from disclosure or use even after termination of such employment relationship. For purposes hereof, the term "Confidential Information" shall mean any information or data used by or belonging or relating to the Company or any subsidiary, parent or affiliate of the Company, or any party to whom the Company owes a duty of confidentiality that is not known generally to the industry in which the Company or any subsidiary, parent or affiliate of the Company, or any party to whom the Company owes a duty of confidentiality is or may be engaged, including, but not limited to, any and all trade secrets, proprietary data and information relating to the Company's or any subsidiary, parent or affiliate of the Company's, or any party to whom the Company owes a duty of confidentiality past, present or future business and products, price lists, customer lists, producer lists, agent lists, acquisition candidates, processes, procedures or standards, know-how, manuals, hardware, software, source code, business strategies, records, marketing plans, drawings, technical information, specifications, designs, patent information, financial information, whether or not reduced to writing, or information or data that the Company or any subsidiary, parent or affiliate of the Company or any party to whom the Company owes a duty of confidentiality advises Employee should be treated as confidential information. Confidential Information does not include any information that is or later becomes part of the public domain and known within the relevant industry through no fault of Employee.

4. Disclosure and Assignment of Intellectual Property.

(a) Employee agrees that the Company shall become the owner of all inventions, discoveries, developments, ideas, writings, and expressions, including, but not limited to, any and all concepts, improvements, techniques, know-how, innovations, systems, processes, machines, current or proposed products, works, information, reports, papers, logos, computer programs, designs, marketing materials, and methods of manufacture, distribution, management or other methods (whether or not reduced to writing and whether or not patentable or protectable by copyright), that Employee conceives, develops, creates, makes, perfects or reduces to practice in whole or in part while employed by the Company or within one (1) year after termination of Employee's employment for any or no reason, and that: (i) directly or indirectly relate to or arise out of Employee's job responsibilities for the Company or the performance of the duties of Employee's employment by the Company; (ii) result from research, development, or other activities of the Company; or (iii) relate or pertain in any way to the existing or reasonably anticipated scope, business or products of the Company or any subsidiary, parent or affiliate of the Company (hereinafter the "Intellectual Property"). All of the right, title and interest in and to the Intellectual Property shall become exclusively owned by the Company or its nominee regardless of whether or not the conception, development, creation, making, perfection or reduction to practice of such Intellectual Property involved the use of the Company's time, facilities or materials and regardless of where such Intellectual Property may be conceived, made or perfected.

(b) Employee agrees to promptly and fully disclose in writing to the Company all inventions, discoveries, developments, ideas, writings, and expressions conceived, developed, created, made, perfected or reduced to practice, in whole or in part, while employed by the Company or within one (1) year after termination of Employee's employment for any or no

reason, regardless of whether Employee believes the invention, discovery, development, writing, expression or idea should be considered Intellectual Property of the Company under any provision of this Agreement, in order to enable the Company to make a determination as to its rights with respect to the same.

(c) Any and all information relating to Intellectual Property shall be considered Confidential Information and shall not be disclosed by Employee to any person or entity outside of the Company.

(d) Any Intellectual Property that is the subject of copyright shall be considered a "work made for hire" within the meaning of the Copyright Act of 1976, as amended, and shall be the sole property of the Company or its nominee. To the extent that the Company does not automatically own any such Intellectual Property as a work made for hire, Employee shall assign all right, title and interest in and to such Intellectual Property to the Company. All right, title and interest in and to any other Intellectual Property, including, but not limited to, patent, industrial design, trademark, trade dress and trade secret rights shall be assigned and is hereby assigned exclusively to the Company or its nominee. Employee further agrees to execute and deliver all documents and do all acts that the Company shall deem necessary or desirable to secure to the Company or its nominee the entire right, title and interest in and to the Intellectual Property, including, but not limited to, executing applications for any United States and/or foreign patents or copyright registrations, disclosing relevant prior art, reviewing office actions and providing technical input to assist the Company in overcoming any rejections. Any document prepared and filed pursuant to this Section 4(d) shall be prepared and filed at the Company's expense. Employee further agrees to cooperate with the Company as reasonably necessary to maintain or enforce the Company's rights in the Intellectual Property. Employee hereby irrevocably appoints the President of the Company as Employee's attorney-in-fact with authority to execute for Employee and on Employee's behalf any and all assignments, patent or copyright applications, or other instruments and documents required to be executed by Employee pursuant to this Section 4(d), if Employee is unwilling or unable to execute same.

(e) The Company shall have no obligation to use, attempt to protect by patent or copyright, or promote any of the Intellectual Property; provided, however, that the Company, in its sole discretion, may reward Employee for any especially meritorious contributions in any manner it deems appropriate or may provide Employee with full or partial releases as to any subject matter contributed by Employee in which the Company is not interested.

5. Legal Proceedings to Compel Disclosure. In the event that Employee is requested pursuant to, or required by, applicable law, regulation, or legal process, to disclose any Confidential Information or Intellectual Property, Employee shall notify the Company of such request within five (5) days of such request being made and shall enable the Company or any subsidiary, parent or affiliate of the Company to seek an appropriate protective order. In the event that such a protective order or other protective remedy is not obtained, Employee shall furnish only that portion of the Confidential Information or Intellectual Property that, in the opinion of Employee's counsel, is legally required and will exercise Employee's best efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information or Intellectual Property.

6. **Covenant Not to Compete.** Employee acknowledges that during his/her employment with the Company he/she, at the expense of the Company, will be specially trained in the business of the Company, has established and will establish favorable relations with the customers, clients and accounts of the Company or any subsidiary, parent or affiliate of the Company and has had and will have access to Intellectual Property, trade secrets and Confidential Information of the Company or any subsidiary, parent or affiliate of the Company. Therefore, in consideration of such training and relations, and in consideration of his/her employment with the Company, and to further protect the Intellectual Property, trade secrets and Confidential Information of the Company or any subsidiary, parent or affiliate of the Company, Employee agrees that during the term of his/her employment by the Company and (i) in the case of a termination of Employee's employment (x) by Employee for any or no reason or (y) by the Company without Cause (as defined below), for a period of one (1) year from and after the termination of such employment, or (ii) in the case of a termination of employment by the Company for Cause, for a period ending on the second anniversary of the date set forth in Section 1 (collectively, the "Noncompetition Period"), he/she will not, directly or indirectly, without the express written consent of the Company, except when and as requested to do in and about the performing of his/her duties under this Agreement:

(a) own, manage, operate, control or participate in the ownership, management, operation or control of, or have any interest, financial or otherwise, in or act as an officer, director, partner, manager, member, principal, employee, agent, representative, consultant or independent contractor of, or in any way assist, any individual or entity in the conduct of any business that is engaged or may become engaged in any business competitive to the Company's clinical laboratory for cardiovascular disease management within the Commonwealth of Virginia and future states in which the Company operates;

(b) divert or attempt to divert insureds, producers, agents or customers (whether or not such persons have done business with the Company or any subsidiary, parent or affiliate of the Company once or more than once) or accounts of the Company or any subsidiary, parent or affiliate of the Company; or

(c) entice or induce or in any manner influence any person who is or shall be in the employ or service of the Company or any subsidiary, parent or affiliate of the Company to leave such employ or service for the purpose of engaging in a business that is in competition with the clinical laboratory for disease management business that the Company is now engaged in.

7. **Specific Performance.** Recognizing that irreparable damage will result to the Company in the event of the breach or threatened breach of any of the foregoing covenants and assurances by Employee contained in Sections 3, 4, 5, or 6 hereof, and that the Company's remedies at law for any such breach or threatened breach will be inadequate, the Company and its successors and assigns, in addition to such other remedies which may be available to them, shall be entitled to an injunction, including a mandatory injunction, to be issued by any court of competent jurisdiction ordering compliance with this Agreement or enjoining and restraining Employee, and each and every person, firm or company acting in concert or participation with

him/her, from the continuation of such breach and, in addition thereto, he/she shall pay to the Company all ascertainable damages, including, but not limited to, costs and reasonable attorneys' fees sustained by the Company by reason of the breach or threatened breach of such covenants and assurances. The covenants and obligations of Employee set forth in Sections 3, 4, 5, and 6 hereof are in addition to and not in lieu of or exclusive of any other obligations and duties of Employee to the Company, whether express or implied in fact or in law.

8. **Company Policies.** Employee agrees to affirmatively support the Company's policies and practices as they may from time to time be adopted by the Company, including, but not limited to, policies against discrimination and harassment in the workplace.

9. **Term and Termination.**

(a) Employee's employment with the Company shall terminate immediately upon the death, disability or adjudication of legal incompetence of Employee, or upon the Company's ceasing to carry on its business without assigning this Agreement pursuant to Section 13 or becoming bankrupt. For purposes of this Agreement, Employee shall be deemed to be disabled when Employee has become unable, by reason of physical or mental disability, to satisfactorily perform the essential functions of his/her job and there is no reasonable accommodation that can be provided to enable him to perform satisfactorily those essential functions. Such matters shall be determined by, or to the reasonable satisfaction of, the Company.

(b) Notwithstanding Section 9(a) above, the Company may terminate Employee's employment at any time for Cause or without Cause. "Cause" means:

(i) Employee has failed to perform his/her duties as an employee of the Company, to perform any obligation under this Agreement or to observe and abide by the Company's policies and decisions, provided that the Company has given Employee reasonable notice of that failure and Employee is unsuccessful in correcting that failure or in preventing its recurrence; (ii) Employee has refused to comply with specific directions of his/her supervisor or other superior, provided that such directions are consistent with Employee's position of employment; (iii) Employee has engaged in misconduct that is injurious to the Company; (iv) Employee has been convicted of, or has entered a plea of nolo contendere to, any crime involving the theft or willful destruction of money or other property, any crime involving moral turpitude or fraud, or any crime constituting a felony; (v) Employee has engaged in acts or omissions against the Company constituting dishonesty, breach of fiduciary obligation, or intentional wrongdoing or misfeasance; or (vi) Employee has engaged in the use of alcohol or drugs on the job, or has engaged in excessive absenteeism from the performance of his/her duties as the Company's employee, other than for reasons of illness.

10. **No Conflicts.** Employee represents and warrants to the Company that neither the execution nor delivery of this Agreement, nor the performance of Employee's obligations hereunder will conflict with, or result in a breach of, any term, condition, or provision of, or constitute a default under, any obligation, contract, agreement, covenant or instrument to which Employee is a party or under which Employee is bound, including, but not limited to, the breach by Employee of a fiduciary duty to any former employers.

11. Entire Agreement; Amendment; Termination of Previous Agreement. This Agreement cancels and supersedes all previous agreements relating to the subject matter of this Agreement, written or oral, between the parties hereto and contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be amended, modified or supplemented in any manner whatsoever except as otherwise provided herein or in writing signed by each of the parties hereto.

12. Potential Unenforceability of Any Provision. If a final judicial determination is made that any provision of this Agreement is an unenforceable restriction against Employee, the provisions hereof shall be rendered void only to the extent that such judicial determination finds such provisions unenforceable, and such unenforceable provisions shall automatically be reconstituted and become a part of this Agreement, effective as of the date first written above, to the maximum extent in favor of the Company that is lawfully enforceable. A judicial determination that any provision of this Agreement is unenforceable shall in no instance render the entire Agreement unenforceable, but rather the Agreement will continue in full force and effect absent any unenforceable provision to the maximum extent permitted by law.

13. Assignment. This Agreement is personal and not assignable by Employee but Employee consents to its assignment by the Company to, and shall thereafter be binding upon and enforceable by, any affiliate of the Company and any person or entity who shall acquire or succeed to substantially all of the business or assets of the Company or substantially all of the business or assets of the principal operating unit that Employee oversees or to which Employee is assigned (and such person shall be deemed included in the definition of the "Company" for all purposes of this Agreement) but is not otherwise assignable by the Company.

14. Waiver of Breach. Failure of the Company to demand strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of the term, covenant or condition, nor shall any waiver or relinquishment by the Company of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of the right or power at any other time or times.

15. Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

16. Governing Law. This Agreement and all rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia applicable to agreements made and to be performed entirely within Virginia, including, but not limited to, all matters of enforcement, validity and performance.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement that is binding upon both of the parties hereto, notwithstanding that both parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed, and Employee has hereunto set his/her hand, on the day and year first above written.

HEALTH DIAGNOSTIC LABORATORY, INC.

By: Tonya Mallory
Name: Tonya Mallory
Title: President & CEO

Phil Seal
Employee Signature

Employee Name Printed

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2012, by and between Health Diagnostic Laboratory, Inc., a Virginia corporation (the "Company"), and Philip Guadagnoli ("Employee").

The Company and Employee hereby agree as follows:

1. **Employment.** Employee is being employed by the Company and is subject to the terms and conditions of this Agreement.
2. **Duties.** During the term of his/her employment under this Agreement, Employee will perform his/her duties hereunder at such time or times as the Company may reasonably request. Employee's duties may be varied by the Company from time to time without violating the terms of this Agreement and shall include: (i) devoting his/her best efforts and his/her entire business time to further properly the interests of the Company to the satisfaction of the Company, (ii) being subject to the Company's direction and control at all times with respect to his/her activities on behalf of the Company, (iii) complying with all rules, orders, regulations, policies, practices and decisions of the Company, (iv) truthfully and accurately maintaining and preserving all records and making all reports as the Company may require, and (v) fully accounting for all monies and other property of the Company of which he may from time to time have custody and delivering the same to the Company whenever and however directed to do so.
3. **Covenant Not to Disclose Confidential Information.** Employee acknowledges that during the course of his/her employment with the Company, Employee has or will have access to and knowledge of certain information and data that the Company or any subsidiary, parent or affiliate of the Company considers confidential and that the release of such information or data to unauthorized persons or entities would be extremely detrimental to the Company. As a consequence, Employee hereby agrees and acknowledges that he/she owes a duty to the Company not to disclose, and agrees that, during or after the term of his/her employment, without the prior written consent of the Company, he/she will not communicate, publish or disclose, to any person or entity anywhere or use (for his/her own benefit or the benefit of others) any Confidential Information (as hereinafter defined) for any purpose other than carrying out his/her duties as contemplated by this Agreement. Employee will use his/her best efforts at all times to hold in confidence and to safeguard any Confidential Information to ensure that any unauthorized persons or entities do not gain possession of any Confidential Information and, in particular, will not permit any Confidential Information to be read, duplicated or copied. Employee will return to the Company all originals and copies of documents and other materials, whether in printed or electronic format or otherwise, containing or derived from Confidential Information in Employee's possession or under Employee's control when the duties of Employee no longer require Employee's possession thereof, or whenever the Company shall so request, and in any event will return all such Confidential Information within ten (10) days if the employment relationship with the Company is terminated for any or no reason and

CONFIDENTIAL: HDL, Inc.
Employment Agreement: All Employees

will not retain any copies thereof. Employee acknowledges that Employee is obligated to protect the Confidential Information from disclosure or use even after termination of such employment relationship. For purposes hereof, the term "Confidential Information" shall mean any information or data used by or belonging or relating to the Company or any subsidiary, parent or affiliate of the Company, or any party to whom the Company owes a duty of confidentiality that is not known generally to the industry in which the Company or any subsidiary, parent or affiliate of the Company, or any party to whom the Company owes a duty of confidentiality is or may be engaged, including, but not limited to, any and all trade secrets, proprietary data and information relating to the Company's or any subsidiary, parent or affiliate of the Company's, or any party to whom the Company owes a duty of confidentiality past, present or future business and products, price lists, customer lists, producer lists, agent lists, acquisition candidates, processes, procedures or standards, know-how, manuals, hardware, software, source code, business strategies, records, marketing plans, drawings, technical information, specifications, designs, patent information, financial information, whether or not reduced to writing, or information or data that the Company or any subsidiary, parent or affiliate of the Company or any party to whom the Company owes a duty of confidentiality advises Employee should be treated as confidential information. Confidential Information does not include any information that is or later becomes part of the public domain and known within the relevant industry through no fault of Employee.

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(b) Employee agrees to promptly and fully disclose in writing to the Company all inventions, discoveries, developments, ideas, writings, and expressions conceived, developed, created, made, perfected or reduced to practice, in whole or in part, while employed by the Company or within one (1) year after termination of Employee's employment for any or no

reason, regardless of whether Employee believes the invention, discovery, development, writing, expression or idea should be considered Intellectual Property of the Company under any provision of this Agreement, in order to enable the Company to make a determination as to its rights with respect to the same.

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(e) The Company shall have no obligation to use, attempt to protect by patent or copyright, or promote any of the Intellectual Property; provided, however, that the Company, in its sole discretion, may reward Employee for any especially meritorious contributions in any manner it deems appropriate or may provide Employee with full or partial releases as to any subject matter contributed by Employee in which the Company is not interested.

5. Legal Proceedings to Compel Disclosure. In the event that Employee is requested pursuant to, or required by, applicable law, regulation, or legal process, to disclose any Confidential Information or Intellectual Property, Employee shall notify the Company of such request within five (5) days of such request being made and shall enable the Company or any subsidiary, parent or affiliate of the Company to seek an appropriate protective order. In the event that such a protective order or other protective remedy is not obtained, Employee shall furnish only that portion of the Confidential Information or Intellectual Property that, in the opinion of Employee's counsel, is legally required and will exercise Employee's best efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information or Intellectual Property.

6. **Covenant Not to Compete.** Employee acknowledges that during his/her employment with the Company he/she, at the expense of the Company, will be specially trained in the business of the Company, has established and will establish favorable relations with the customers, clients and accounts of the Company or any subsidiary, parent or affiliate of the Company and has had and will have access to Intellectual Property, trade secrets and Confidential Information of the Company or any subsidiary, parent or affiliate of the Company. Therefore, in consideration of such training and relations, and in consideration of his/her employment with the Company, and to further protect the Intellectual Property, trade secrets and Confidential Information of the Company or any subsidiary, parent or affiliate of the Company, Employee agrees that during the term of his/her employment by the Company and (i) in the case of a termination of Employee's employment (x) by Employee for any or no reason or (y) by the Company without Cause (as defined below), for a period of one (1) year from and after the termination of such employment, or (ii) in the case of a termination of employment by the Company for Cause, for a period ending on the second anniversary of the date set forth in Section 1 (collectively, the "Noncompetition Period"), he/she will not, directly or indirectly, without the express written consent of the Company, except when and as requested to do in and about the performing of his/her duties under this Agreement:

(a) own, manage, operate, control or participate in the ownership, management, operation or control of, or have any interest, financial or otherwise, in or act as an officer, director, partner, manager, member, principal, employee, agent, representative, consultant or independent contractor of, or in any way assist, any individual or entity in the conduct of any business that is engaged or may become engaged in any business competitive to the Company's clinical laboratory for cardiovascular disease management within the Commonwealth of Virginia and future states in which the Company operates;

(b) divert or attempt to divert insureds, producers, agents or customers (whether or not such persons have done business with the Company or any subsidiary, parent or affiliate of the Company once or more than once) or accounts of the Company or any subsidiary, parent or affiliate of the Company; or

(c) entice or induce or in any manner influence any person who is or shall be in the employ or service of the Company or any subsidiary, parent or affiliate of the Company to leave such employ or service for the purpose of engaging in a business that is in competition with the clinical laboratory for disease management business that the Company is now engaged in.

7. **Specific Performance.** Recognizing that irreparable damage will result to the Company in the event of the breach or threatened breach of any of the foregoing covenants and assurances by Employee contained in Sections 3, 4, 5, or 6 hereof, and that the Company's remedies at law for any such breach or threatened breach will be inadequate, the Company and its successors and assigns, in addition to such other remedies which may be available to them, shall be entitled to an injunction, including a mandatory injunction, to be issued by any court of competent jurisdiction ordering compliance with this Agreement or enjoining and restraining Employee, and each and every person, firm or company acting in concert or participation with

him/her, from the continuation of such breach and, in addition thereto, he/she shall pay to the Company all ascertainable damages, including, but not limited to, costs and reasonable attorneys' fees sustained by the Company by reason of the breach or threatened breach of such covenants and assurances. The covenants and obligations of Employee set forth in Sections 3, 4, 5, and 6 hereof are in addition to and not in lieu of or exclusive of any other obligations and duties of Employee to the Company, whether express or implied in fact or in law.

8. **Company Policies.** Employee agrees to affirmatively support the Company's policies and practices as they may from time to time be adopted by the Company, including, but not limited to, policies against discrimination and harassment in the workplace.

9. **Term and Termination.**

(a) Employee's employment with the Company shall terminate immediately upon the death, disability or adjudication of legal incompetence of Employee, or upon the Company's ceasing to carry on its business without assigning this Agreement pursuant to Section 13 or becoming bankrupt. For purposes of this Agreement, Employee shall be deemed to be disabled when Employee has become unable, by reason of physical or mental disability, to satisfactorily perform the essential functions of his/her job and there is no reasonable accommodation that can be provided to enable him to perform satisfactorily those essential functions. Such matters shall be determined by, or to the reasonable satisfaction of, the Company.

(b) Notwithstanding Section 9(a) above, the Company may terminate Employee's employment at any time for Cause or without Cause. "Cause" means:

(i) Employee has failed to perform his/her duties as an employee of the Company, to perform any obligation under this Agreement or to observe and abide by the Company's policies and decisions, provided that the Company has given Employee reasonable notice of that failure and Employee is unsuccessful in correcting that failure or in preventing its reoccurrence; (ii) Employee has refused to comply with specific directions of his/her supervisor or other superior, provided that such directions are consistent with Employee's position of employment; (iii) Employee has engaged in misconduct that is injurious to the Company; (iv) Employee has been convicted of, or has entered a plea of nolo contendere to, any crime involving the theft or willful destruction of money or other property, any crime involving moral turpitude or fraud, or any crime constituting a felony; (v) Employee has engaged in acts or omissions against the Company constituting dishonesty, breach of fiduciary obligation, or intentional wrongdoing or misfeasance; or (vi) Employee has engaged in the use of alcohol or drugs on the job, or has engaged in excessive absenteeism from the performance of his/her duties as the Company's employee, other than for reasons of illness.

10. **No Conflicts.** Employee represents and warrants to the Company that neither the execution nor delivery of this Agreement, nor the performance of Employee's obligations hereunder will conflict with, or result in a breach of, any term, condition, or provision of, or constitute a default under, any obligation, contract, agreement, covenant or instrument to which Employee is a party or under which Employee is bound, including, but not limited to, the breach by Employee of a fiduciary duty to any former employers.

11. Entire Agreement; Amendment; Termination of Previous Agreement. This Agreement cancels and supersedes all previous agreements relating to the subject matter of this Agreement, written or oral, between the parties hereto and contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be amended, modified or supplemented in any manner whatsoever except as otherwise provided herein or in writing signed by each of the parties hereto.

12. Potential Unenforceability of Any Provision. If a final judicial determination is made that any provision of this Agreement is an unenforceable restriction against Employee, the provisions hereof shall be rendered void only to the extent that such judicial determination finds such provisions unenforceable, and such unenforceable provisions shall automatically be reconstituted and become a part of this Agreement, effective as of the date first written above, to the maximum extent in favor of the Company that is lawfully enforceable. A judicial determination that any provision of this Agreement is unenforceable shall in no instance render the entire Agreement unenforceable, but rather the Agreement will continue in full force and effect absent any unenforceable provision to the maximum extent permitted by law.

13. Assignment. This Agreement is personal and not assignable by Employee but Employee consents to its assignment by the Company to, and shall thereafter be binding upon and enforceable by, any affiliate of the Company and any person or entity who shall acquire or succeed to substantially all of the business or assets of the Company or substantially all of the business or assets of the principal operating unit that Employee oversees or to which Employee is assigned (and such person shall be deemed included in the definition of the "Company" for all purposes of this Agreement) but is not otherwise assignable by the Company.

14. Waiver of Breach. Failure of the Company to demand strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of the term, covenant or condition, nor shall any waiver or relinquishment by the Company of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of the right or power at any other time or times.

15. Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

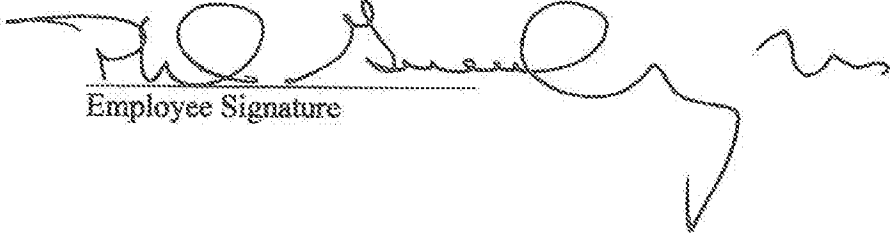
16. Governing Law. This Agreement and all rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia applicable to agreements made and to be performed entirely within Virginia, including, but not limited to, all matters of enforcement, validity and performance.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement that is binding upon both of the parties hereto, notwithstanding that both parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed, and Employee has hereunto set his/her hand, on the day and year first above written.

HEALTH DIAGNOSTIC LABORATORY, INC.

By: 
Name: Tonya Mallory
Title: President & CEO


Employee Signature

Employee Name Printed