

AND WHEREAS the Dentist manages a dental practice (the “practice”) from certain premises located at ***** (the “premises”);

AND WHEREAS the practice includes all equipment, furniture, assets, supplies and facilities necessary to conduct the dental practice (the “equipment”) together with all managerial, secretarial, administrative and accounting services necessary to conduct the practice (the “services”);

AND WHEREAS the Dentist desires to hire the Dental Hygienist as an employee of the practice on the terms and conditions set forth;

NOW THEREFORE THIS CONTRACT WITNESSETH that in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 - EMPLOYMENT

1.1.The Dentist hereby agrees to employ the Dental Hygienist to perform all of the normal and usual duties associated with providing dental hygiene services in the Dentist’s practice. The Dental Hygienist agrees to devote substantially all of his or her time, attention and energies providing dental hygiene services to the practice.

ARTICLE 2 - TERM

2.1.This employment of the Dental Hygienist shall commence on ***** and shall continue indefinitely thereafter unless this Contract is terminated pursuant to Article 7 of this Contract.

ARTICLE 3 - DUTIES

3.1.The Dental Hygienist shall perform diligently and conscientiously those duties as are customarily required by and required of a Dental Hygienist and as the Dentist may reasonably require from time to time. The Dental Hygienist agrees to perform the duties prescribed to the best of his or her ability and to the satisfaction of the Dentist. In addition to those duties referred to above the Dental Hygienist shall be required to perform the specific tasks set out in Schedule “B” attached hereto and forming part of this Contract.

ARTICLE 4 - COMPENSATION AND BENEFITS

4.1.The Dental Hygienist shall receive the remuneration and benefits as set out in Schedule “A” attached hereto and forming part of this Contract. The Dentist shall make all of the normal and usual statutory remittances and deductions on behalf of the employed Dental Hygienist.

4.2.Each year during the term of this Contract the Dental Hygienist shall be entitled to a period of annual vacation not exceeding *****(**) weeks during which time all remuneration and benefits shall be paid in full. The Dental Hygienist’s annual vacation shall be taken at time(s) acceptable to the Dentist. Paid vacation in excess of

any statutory entitlements is not to be carried forward into later years and must be taken in the year in which it is accrued. Any unused accrued statutory vacation entitlement will be paid to the Dental Hygienist at the calendar year end.

- 4.3. The Employee is entitled to statutory paid holidays and other leave entitlements in accordance with the qualifying terms and conditions of the *Employment Standards Act* 2000, of Ontario as amended from time to time (“the ESA”).

ARTICLE 5 - CONFIDENTIALITY

5.1. The Dental Hygienist acknowledges that in providing services to the Dentist he or she will acquire information about certain matters and things which are confidential to the Dentist and which information is the exclusive property of the Dentist, including, but without limiting the generality of the foregoing:

- (a) Lists of past, present and potential patients of the Dentist;
- (b) All patient files, records and charts;
- (c) Information relating to the dental practice, its finances, its manner of operations and other operational data.

5.2. The Dental Hygienist acknowledges that the information herein referred to could be used to the detriment of the Dentist. The Dental Hygienist undertakes to treat confidentially all such information and agrees not to disclose same to any third party during the currency of this Contract or thereafter. The Dental Hygienist acknowledges, without prejudice to any other rights of the Dentist, that an injunction is the only effective remedy to protect the Dentist’s rights as set out in this subparagraph. This Article 5 shall survive the termination of employment.

5.3. The Dental Hygienist hereby acknowledges that all patient files and charts are and shall remain the property of the Dentist unless the parties agree in writing to the contrary. In the event that this Contract is terminated, the Dental Hygienist shall deliver to the Dentist all patient files and charts that are in the Dental Hygienist’s possession and that belong to the Dentist.

ARTICLE 6 – NON SOLICITATION

6.1 The Dental Hygienist covenants and agrees that he/she will not, during his/her employment and for a period of six (6) months following the date of termination of e employment:

- (a) Solicit for employment any person who is, at the time of such solicitation, is employed by the Dentist, or directly or indirectly induce such person to leave his or her employment with the Dentist; and
- (b) Directly or indirectly, whether as principal, agent, employee, independent contractor, or, associate, director or shareholder of a company, or otherwise, solicit or aid in the solicitation of any of the Dentist’s patients who has been a patient of the Dentist in the twelve (12) month period prior to termination of employment.

ARTICLE 7 - TERMINATION

7.1 The employment of the Dental Hygienist may be terminated only in the following manner:

- (a) This Contract may be terminated at any time upon the mutual agreement of the parties hereto in writing.
- (b) At any time the Dentist may notify the Dental Hygienist of his or her immediate dismissal, for cause. For the purpose of this Contract "cause" shall include but is not limited to a material breach of this Contract; negligence on the part of the Dental Hygienist and which results in the Dentist suffering or incurring substantial damages, liability or costs on account of the Dental Hygienist's willful misconduct or gross negligence; breach of confidentiality; theft or gross insubordination. The Dental Hygienist will be entitled to unpaid wages and vacation pay accrued to the date of dismissal for cause.
- (c) At any time, the Dentist may terminate the employment of the Dental Hygienist, on a without cause basis, by giving to the Dental Hygienist working notice of termination or payment in lieu of working notice, severance pay and vacation accrual in accordance with the ESA. All benefits accruing to the Dental Hygienist shall continue through the ESA statutory notice period. The Employee shall be provided with additional pay in lieu of notice equal to **X** weeks per years of completed service to a maximum of **X** weeks regular salary. This additional payment is conditional upon the Employee executing a Full and Final Release Agreement in the form provided by the Employer. In the event that provincial legislation specifies the amount of notice to be given on termination provides for more notice than specified herein, the provisions of the statute shall prevail as to the length of the notice period.
- (d) The Dentist becomes bankrupt or insolvent or makes an assignment for the benefit of such party's creditors, has a petition of bankruptcy filed against him/her or attempts to avail him/herself of any protection arising out of an applicable statute relating to insolvent debtors; or
- (e) Either the Dentist or the Dental Hygienist is suspended for any period of time or loses his or her license to practice either dentistry or dental hygiene by the respective provincial licensing associations.

7.2 This Contract shall be terminated immediately upon the death of the Dental Hygienist.

ARTICLE 8 - NOTICE

8.1 Any notice, report, direction, request or other documentation required or permitted to be given to any party hereto shall be in writing and shall be given by personal service, or by Registered Mail addressed as follows:

(1) to

(2) to at:

Either party may by notice in writing advise of a new address for notice, which shall then be used by the party to whom it is addressed.

Any notice, report, direction request or other document delivered personally, or in accordance herewith shall be deemed to have been received by and given to the addressee on the day of delivery. Any notice, report, direction, request or other document sent Registered Mail shall be deemed to have been received by and given to the addressee on the third (3rd) business day following the date of mailing, provided that for such purposes no day during which there shall be a strike or other occurrence which shall interfere with normal mail service shall be considered a business day.

ARTICLE 9 - GENERAL

9.1 In the event that any provision or part of this Contract shall be deemed void or invalid by a Court of competent jurisdiction, the remaining provisions, or parts of it shall be and remain in full force and effect.

9.2 This Contract constitutes the entire Contract between the Parties with respect to their relationship and any and all previous agreements, written or oral, expressed or implied between the Parties or on their behalf relating to their relationship are terminated and cancelled and each of the Parties forever releases and discharges the other of and from all manner of actions, causes of action, claim or demands whatsoever under or in respect of any agreement.

9.3 Any modification to this Contract must be in writing and signed by the Parties hereto.

9.4 This Contract shall be governed by the laws of the Province ***** and the parties agree that they will attorn to the jurisdiction of the Courts of *****.

9.5 All terms and words used in this Contract, regardless of the number and gender in which they are used shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine or feminine or neuter as the context or sense of this Contract or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.

9.6 Time shall be of the essence of this Contract and every part thereof.

9.7 This Contract shall inure to the benefit of and be binding upon the successors and assigns of the Dentist. Without limiting the generality of the foregoing, the Dental

Hygienist agrees that the Dentist may assign this Contract to any entity to which the Dentist sells or transfers its business. The rights of the Employee under this Contract are not assignable or transferable in any manner.

9.8 The Dental Hygienist confirms that it has been recommended to the Dental Hygienist that the Dental Hygienist consult a solicitor and obtain independent legal advice prior to the execution of this Contract. The Dental Hygienist confirms that he or she has voluntarily declined to seek independent legal advice despite being given every opportunity to do so. The Dental Hygienist confirms that he or she has signed this Contract voluntarily and with full understanding of the nature and consequences of the Contract.

9.9 This Contract shall be binding upon and ensure to the benefit of the Parties hereto, their respective heirs, executors, administrators and assigns.

This Contract is open for acceptance until [insert date] at which time it will expire if not accepted.

IN WITNESS WHEREOF the Parties hereto have executed this Contract as of the date written bellow.

SIGNED, AND DELIVERED)	
in the presence of:)	
)	
_____)	_____
Witness)	Dentist Signature
)	
)	_____
)	Date Signed
)	
)	
_____)	_____
Witness)	Employee Signature
)	
)	_____
)	Date Signed
)	

SCHEDULE "A"

COMPENSATION AND BENEFITS:

SCHEDULE "B"

SPECIFIC DUTIES FOR THE HYGIENIST: