<u>EMPLOYMENT AGREEMENT</u>

This Agreement (the "Agreement") is made this date, by and between, Feelings Work, LCSW, PLLC, ("Employer"), with an office at 26 Court Street, Suite 2304 and Katherine Hurewitz, LMSW ("Employee"), residing at ______________________________..

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WHEREAS, the Employer is engaged in the practice of clinical social work and psychotherapy; and

WHEREAS, the Employer desires to retain the services of the Employee in the capacity of psychotherapist.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

<u>Section 1.</u> <u>Employment and Mutual Representations.</u>

The Employer agrees to employ the Employee and the Employee agrees to accept the employment described in this Agreement. In entering this Agreement, each party makes certain representations to the other:

(a) <u>By the Employer</u>. The Employer represents as follows:

(1) that the Employer is licensed to practice the profession of clinical social work in New York State;

(2) that the Employer may, as needed, provide to the Employee office space, equipment, supplies, and certain clerical and support services for duties performed by the Employee under this Agreement; and

(3) that the Employer will provide to the Employee professional supervision and/or consultation on matters assigned to the Employee and, upon request of the Employee, timely file any form(s) required by the New York State Education Department documenting such supervision unless the Employer, at its sole discretion, has a reasonable basis to decline to file such form(s).

(b) <u>By the Employee</u>. The Employee represents as follows:

(1) that he/she/they is licensed (permitted) to practice the profession of __social work__________________ in New York State, license # (
)and such license is unrestricted;

(2) that he/she/they is qualified and able to render professional services as a *psychotherapist* to the patients of the Employer, with or without reasonable accommodation;

(3) that he/she/they has not been found guilty of violation of an ethics code by any professional body nor been found guilty of unprofessional conduct by any regulatory agency in the United States that disciplines health care providers;

(4) that he/she/they not had a claim against him/her arising out of conduct in the provision of any health care service or practice of a profession;

(5) that he/she/they had not been denied or had withdrawn privileges at any health care facility or by any healthcare insurer;

(6) that his/her/their ability to render professional services is not impaired by any chronic or recurring illness, communicable disease, physical or emotional disability, alcoholism or substance abuse or addiction;

(7) that he/she/they has not engaged in sexual activity with any patient or ex-patient he/she has treated, nor with anyone associated with either;

(8) that he/she/they has no obligation(s) to any entity that would, directly or indirectly, impair or otherwise restrict his/her ability to provide his/her services under this Agreement; and

(9) that he/she/they will immediately notify the Employer of the occurrence of any of the events listed in this subparagraph 1 (b) during the term of his/her/their employment with the Employer; failure to provide said notification shall be a material violation of the Employee's obligations under this Agreement.

Section 2. Employment and Duties.

(a) The Employer hereby employs the Employee and the Employee agrees upon the terms and conditions herein set forth to serve as Psychotherapist, together with such additional duties, commensurate with the Employee's position, as may be assigned to the Employee from time to time by the Employer.

(b) Throughout the term of this Agreement, the Employee shall not, directly or indirectly, render services to any other person or organization for which the Employee receives compensation without the consent of the Employer or otherwise engage in activities which would interfere significantly with the performance of Employee's duties hereunder.

(c) Employee acknowledges and agrees that the Employer shall have final authority over its acceptance or refusal to treat any patient.

(d) Throughout the term of this Agreement, the Employee shall make referrals for ancillary healthcare services only to providers as established by the Employer. However, notwithstanding that above, the Employee shall not be required to make such referrals in the event that (1) a patient expresses another choice, (2) a patient's insurer determines the provider, or (3) in the Employee's clinical judgment, the referral is not in the best healthcare interest of the patient.

(e) Employee hereby grants the Employer the right to use Employee's name, "Katherine Hurewitz" and Employee's likeness and/or biography in connection with the duties performed by Employee under this Agreement and in connection with the advertising or exploitation of any project with respect to which Employee performs services for the Employer.

Section 3. Extent of Services.

(a) The Employee shall at all times faithfully and to the best of his/her/their ability perform his/her/their duties under this Agreement. Employee shall work as Psychotherapist for assigned patients for approximately 12-30 hours per week, at the Employer's office at 26 Court Street, Suite 2304, Brooklyn, NY 11242 or at such other place or places and at such times as the needs of the Employer may from time-to-time dictate. Employee shall schedule his/her/their own appointments with patients during scheduled work hours to be designated. Work hours shall include regular hours (Monday-Saturday, 9 AM - 7 PM), and, as necessary to accommodate schedules of Employer, Employee and assigned patients. Employee shall, at his/her/their own expense, maintain a cell phone or answering service so that he/she/they can be contacted in the event of emergencies by Employer from 9AM to 9PM seven days per week. Employee shall maintain and provide to Employer on at least a twice monthly basis, a time sheet detailing all scheduled appointments, types of services rendered (CPT codes), and administrative time (e.g., record-keeping, meetings, reports for third-party payors, etc.)

(b) Employer will provide bills and be paid for all professional services rendered by Employee as part of his/her/their duties hereunder. The Employer shall in its sole discretion determine the fees to be charged for Employee's rendering of professional services under this Agreement. Employee shall promptly provide Employer with any and all documentation necessary for Employer to bill and collect from payors for such services, including but not limited to time sheets. Employee shall also promptly complete and return any forms provided by Employer related to billing and collection.

(c) Employee covenants and agrees that any checks or funds made payable or received by Employee for professional services rendered during the term of this Agreement for services rendered by the Employee hereunder shall be the exclusive property of the Employer and shall be promptly paid over or endorsed to the Employer for deposit in its account.

(d) Employee hereby irrevocably designates and appoints the Employer and its agents as Employee's attorney-in-fact to execute such documents and take such actions on Employee's behalf to effectuate Employee's obligations in Sections 3(c).

Section 4. Term.

The term of this Agreement shall begin on July 13, 2026 ("Effective Date"), and shall continue for a one year period. Following such initial one year period, this Agreement shall automatically renew annually, unless terminated by written notice from either party to the other within thirty days prior to any such renewal date. NOTWITHSTANDING THE ABOVE, THE EMPLOYER EMPLOYS THE EMPLOYEE AT WILL AND MAY TERMINATE THE EMPLOYEE AT ANY TIME WITHOUT PRIOR NOTICE WITH OR WITHOUT CAUSE.

Section 5. Compensation.

5.1 Basic Compensation.

Employee shall be paid in accordance with the regular payroll practices of the Employer.

(a) (As compensation, the Employee shall be paid as follows for the said services actually rendered to patients of the Employer: (note all CPT codes with amount) 90791 ___$90______; 90832 ____$45_____; 90834 ____$75______; 90837 __________; 90846____$90_______; 90847____________; 90853 ___________. The rendering of such services shall include all clinical record-keeping associated with the service; services shall not be considered completed and compensable at the above rates until and unless all clinical record-keeping has been completed; if clinical record-keeping is not completed within thirty (30) calendar days of a particular clinical service having been rendered, then Employee shall be limited in compensation for such particular clinical service to minimum wage for the Total Hours(as defined below) that comprised such clinical service. Further, notwithstanding the above, the Employee shall be paid at least minimum wage for the Total Hours (as defined) worked in any pay period. Total Hours include clinical hours, clinical record-keeping, administrative time (including cancellations and no-shows), clerical duties, supervision and any minimum time requirements.

(b) Increases in compensation will be at the sole discretion of the Employer. The Employee may be eligible for performance-based bonuses, but there is no assurance that bonuses will be paid. Bonuses will be paid, if at all, at the sole discretion of the Employer.

5.2 Benefits.

The Employee shall receive no medical or dental insurance, and no paid vacations, or holidays. The Employee shall receive workers compensation benefits, disability insurance, paid family leave and sick time as required by law. Sick time shall accrue year to year but shall be subject to annual limits, and upon termination of employment, no payment shall be due to

Employee for any accrued sick time. Employer reserves the right to schedule Employee's unpaid vacations of more than one week duration in order not to conflict with the provision of professional services to patients.

5.3 Expenses.

The Employer shall reimburse the Employee for pre-approved necessary and reasonable out-of-pocket expenses incurred by the Employee in fulfilling his/her/their duties, upon presentation of expense statements or vouchers evidencing the nature and amount of such expenses.

Section 6. Termination.

THE EMPLOYER EMPLOYS THE EMPLOYEE AT WILL AND MAY TERMINATE EMPLOYMENT OF THE EMPLOYEE AT ANY TIME WITHOUT PRIOR NOTICE AND WITH OR WITHOUT CAUSE.

6.1 By Employer Without Cause.

The Employer may terminate the Employee's employment at any time without cause; the Employer, when advisable at its sole discretion, may but shall not be obligated to, provide thirty (30) days written notice of such termination to the Employee. Upon termination without cause, the Employer's sole and exclusive obligation will be to pay the Employee his/her compensation earned through the date of termination, and the Employee shall not be entitled to any compensation after the date of termination.

6.2 By Employer For Cause.

The Employer may terminate the Employee's employment at any time "for cause" with immediate effect upon delivering written notice to the Employee. For purposes of this Agreement, "for cause" shall include: (a) embezzlement, theft, larceny, material fraud, or other acts of dishonesty; (b) the occurrence of any of the events listed in Section 1(b)(3) through 1(b)(8) of this Agreement; (c) material violation by employee of any his/her obligations under this Agreement; (d) conviction of or entrance of a plea of guilty or nolo contendere to a felony or other crime which has or may have a material adverse effect on the Employee's ability to carry out his/her duties under this Agreement or upon the reputation of the Employer; (e) conduct involving moral turpitude; (f) gross insubordination or repeated insubordination; or (g) material and continuing failure by the Employee to perform the duties described in Sections 2 or 3 above in a quality and professional manner for at least thirty (30) days after warning by the Employer. Upon termination for cause, the Employer's sole and exclusive obligation will be to pay the Employee his/her compensation earned through the date of termination, and the Employee shall not be entitled to any compensation after the date of termination.

6.3 By Employer Upon Death of Employee.

In the event of the Employee's death during the term of the Agreement, the Employer's sole and exclusive obligation will be to pay to the Employee's spouse, if living, or to his/her estate, if his/her spouse is not then living, the Employee's compensation earned through the date of death.

6.4 By Employer Upon Disability of Employee.

The Employer may terminate the Employee's employment upon the Employee's total disability. The Employee shall be deemed to be totally disabled if he/she/they is, or can be reasonably expected to be, unable to perform his/her/their duties under this Agreement by reason of mental or physical illness or accident for a period of two consecutive months. Upon termination by reason of the Employee's disability, the Employer's sole and exclusive obligation will be to pay the Employee his/her/their compensation earned through the date of termination.

6.5. By Employee.

It is requested of the Employee that he/she terminate this Agreement and his/her employment with the Employer upon thirty (30) days written notice to the Employer. It is understood by Employee that such notice allows Employer to maintain continuity of patient care, and fulfills ethical and professional requirements of the Employee.

6.6 Clinical Procedures Upon Termination of Employment.

It is understood that all patients assigned to Employee by Employer are patients of Employer and that Employee is functioning as an instrument of Employer in caring for such patients. It is also understood that Employer is responsible for the treatment program of patients and ultimately for all decisions concerning the welfare of patients; it is the responsibility of Employee to respect the prerogatives and obligations of the Employer in this regard. It is the further obligation of the Employee, when leaving employment for whatever reason, to see that arrangements are made for the orderly transfer of patients to other professional staff employed by Employer. Plans for transferring patients shall be discussed and resolved between Employer and Employee in supervision prior to informing patients of Employee's termination of employment. It is understood that there may be instances where it is clinically necessary for patients to terminate their treatment with Employer and to transfer their treatment to the private practice of Employee, provided ethical competence is demonstrated and, as appropriate, provisions are made for supervision or consultation; it is at the sole discretion of, and the sole obligation and responsibility of, Employer to make such determinations.

6.7 Survival.

Termination shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination.

Section 7. Non-solicitation.

(a) The Employee agrees that during the term of this Agreement and for one (1) year after the termination of this Agreement, he/she/they shall not induce, attempt to persuade or solicit, directly or indirectly, any patient who had come to him/her/them by reason of his/her/their employment in order to induce such patient to enter into a treatment relationship with the Employee, unless, in the clinical judgment of the Employer, it is clinically necessary to do so. In the event of the clinical necessity of such an arrangement, the procedures outlined in Section 6.6 above shall be strictly adhered to.

(b) Notwithstanding anything to the contrary contained in this Agreement, in the event Employee (either individually or on behalf of a third party) induces, attempt to persuade or solicits any of Employer's patients in violation of Employee's obligations in Section 7 (a) of this Agreement, Employee hereby acknowledges and agrees that Employer shall be damaged in an amount that is difficult to quantify and therefore, the parties agree that Employee shall pay to Employer the sum of Five Thousand ($5,000.00) Dollars as liquidated damages and not as a penalty, for each individual patient that is serviced in violation of Section 7 (a). Employee hereby agrees to make payment to Employer in connection with this Section 7 (a) within five (5) business days of Employer's demand therefor.

(c) The Employee agrees that during the term of this Agreement and for one (1) year after the termination of this Agreement, he/she/they shall not induce, attempt to persuade or solicit any former, current or future employee, independent contractor or other participant in the Employer's business to terminate such relationship with the Employer in order to enter into any relationship with the Employee, any business in which the Employee is a participant in any capacity whatsoever, or any other business in competition with the Employer's business.

(d) Employee agrees that while affiliated with Employer and for a period of one (1) year after the termination of such employment for whatever reason, Employee will not, in any way, directly or indirectly, as an employee, partner, associate, owner or person engaged in private practice solicit (including by announcement any of the referral sources (as defined herein) of the Employer unless written authorization by the Employer has been given to Employee. Referral source is defined as any entity or person that has referred more than two (2) patients to the Employer in the preceding twelve (12) month period. Referral sources may include but are not limited to, agencies, attorneys, physicians and patients. Referral sources do not include: (1) structured referral services such as EAP's, HMO's, hospitals and managed health care organizations; (2) sources that have a relationship with the Employee that pre-exists this Agreement; (3) sources that have a relationship, independent of the Employee, with a subsequent employer of the Employee; (3) any referral sources that are considered unique to the Employee, such as family members, close friends, or other sources that share a special relationship with the Employee; and (4) sources that affirmatively reach out to the Employee, without any prior solicitation by the Employee.

(e) Notwithstanding anything to the contrary contained in this Section 7, and provided that the Employee has been continuously employed by the Employer for the immediately preceding 12 month period, and the Employee is licensed to practice independently as a clinical social worker in New York State, then the Employer shall waive any and all rights it has to require compliance with or to enforce any covenant, undertaking or agreement by Employee under Section 7 (a) and (b) of this Agreement. Obligations of the Employer to the Employee contained in Section 7 (c) and (d) of this Agreement shall remain in full force and effect and are not altered by this subsection.

(f) The Employee acknowledges that the above restrictions of Section 7 are reasonable as to extent and duration, that they are fully enforceable, and waives any objection thereto and covenants to institute no suit or proceeding, or otherwise advance any position or contention, to the contrary.

Section 8. Proprietary Information and Confidentiality.

(a) The Employee acknowledges that he/she/they will be exposed to, and may assist in developing, information that is or will be confidential and proprietary to the Employer. This information includes, but is not limited to, reports, investigations, research or developmental work, experimental work, work in progress, patient lists, customer lists, plans, proposals, marketing and sales programs, pricing data, cost summaries, financial projections, software, and all concepts and ideas, materials or information related to the business, products, sales or services of the Employer. Such information shall be deemed confidential and considered Trade Secrets whether or not such information would be enforceable as a trade secret, or the copying of such information would be enjoined or restrained by a court as constituting unfair competition. Employee agrees that such information is the sole and exclusive property of the Employer. Employee agrees that during and after his/her employment by the Employer, he/she/they shall make use of such information only in the performance of his/her/their duties under this Agreement. Employee agrees that during and after his/her employment by the Employer, he/she/they shall maintain such information in confidence and disclose the information only to authorized persons, with the prior written consent of the Employer, or as may be required by law.

(b) Employee acknowledges and agrees that all files and records of every type pertaining to patients of the Employer with respect to which Employee shall render services hereunder shall belong to the Employer and Employee shall not, without the express written consent of the Employer and the patient, remove such files and records from the Employer's office, copy them, allow them to be removed from the Employer's office, or allow them to be copied, except as reasonably required in the ordinary course of patient care provided by Employee, as an employee of the Employer or otherwise required by law. Upon the expiration or termination of this Agreement and in order to ensure continuity of care for the Employer's patients, the Employer shall promptly provide Employee with copies of all patient records pertaining to any patient who requests, in writing, that such records be provided to Employee; provided that the cost of photocopying such patient records shall be borne by Employee; provided, further, that Employee shall also be afforded reasonable access to the Employer's patient records to enable Employee to defend against any malpractice claims, misconduct complaints or third-party audit.

(c) Upon termination of his/her/their employment by the Employer, irrespective of the time, manner or cause of said termination, the Employee agrees that he/she/they will surrender to the Employer all information, written or otherwise, in connection with the Employer's professional practice and business, including but not limited to all patient records, as well as any and all other property of the Employer.

(d) Employer is in the business of providing healthcare services. In performing his/her employment duties, Employee acknowledges that he/she/they will directly or indirectly gain access to "Protected Health Information" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated there under as the same may be amended ("HIPAA"). Employee agrees to comply with HIPAA at all times and to maintain strict confidentiality of all Protected Health Information.

(e) Employee shall not disclose, and shall maintain as confidential, the terms of this Agreement, except that Employee may disclose such terms to his/her/their attorney and accountant for the purposes of professional consultation, and as may be required by law.

(f) The Employee agrees and covenants that he/she/they will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the Employer or any of its employees, officers, existing and prospective patients, contractors, suppliers and other associated third parties. This provision does not, in any way, restrict or impede the Employee from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. The Employee shall, to the extent permitted by applicable law, promptly provide written notice of any such order to the Employer.

(g) Notwithstanding anything to the contrary contained in this Section 8, nothing contained herein shall be construed as prohibiting Employee from engaging in any protected or concerted activity as defined in Section 8(a)(1) of the National Labor Relations Act (the NLRA).

(h) Pursuant to the Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

Section 9. Inventions and Intellectual Property.

Consistent with Employer's intellectual property policy from time to time in effect, Employee agrees that in the event that the Employee develops, creates, or designs any intellectual property in the course of providing services under this Agreement or with the use of resources or facilities of Employer, the Employee hereby assigns the right to such intellectual property to Employer and agrees to fully cooperate with Employer in the preservation of the intellectual property and in Employer's developing, licensing, publication or any other commercialization or exploitation of such intellectual property. In the event that the Employee develops, creates, or designs any intellectual property outside of the scope of this Agreement and without the use of Employer resources or facilities, Employer shall not claim any rights to, or royalties, license fees or other remuneration based on, any such intellectual property. Employee shall disclose such intellectual property to Employer and describe to Employer the basis for the Employee's claim that such intellectual property is outside the scope of this Agreement.

THE EMPLOYEE AND EMPLOYER ACKNOWLEDGE THAT THE TERMS OF THIS SECTION 9 HAVE BEEN NEGOTIATED AT ARMS' LENGTH. THE EMPLOYEE HAS BEEN GIVEN AN OPPORTUNITY TO SEEK ADVICE OF COUNSEL. THE PARTIES AGREE THAT SUCH RESTRICTIONS SHALL BE LEGALLY ENFORCEABLE AND SHALL NOT BE CHALLENGED BY ANY PARTY IN ANY COURT PROCEEDING. THE EMPLOYEE REPRESENTS THAT HE/SHE UNDERSTANDS THE FULL EXTENT AND IMPLICATIONS OF THE TERMS OF THIS SECTION AND HEREBY ACKNOWLEDGES AND VOLUNTARILY AGREES TO BE BOUND HEREBY.

Section 10. Severability.

The covenants set forth in Sections 7 and 8 above shall be constructed as a series of separate covenants, one for each county to which such restriction applies. If, in any judicial proceeding, a court of competent jurisdiction shall refuse to enforce any of the separate covenants deemed included in this Agreement, or shall find that the term or geographic scope of one or more of the separate covenants is unreasonably broad, the parties shall use their best good faith efforts to attempt to agree on a valid provision which shall be a reasonable substitute for the invalid provision. The reasonableness of the substitute provision shall be considered in light of the purpose of the covenants and the reasonable protectable interests of the Employer and the Employee. The substitute provision shall be incorporated into this Agreement. If the parties are unable to agree on a substitute provision, then the invalid or unreasonably broad provision shall be deemed deleted or modified to the minimum extent necessary to permit enforcement.

Section 11. Remedies.

The Employee acknowledges that monetary damages would be inadequate to compensate the Employer for any breach by the Employee of the covenants set forth in Sections 7 and 8 above. The Employee agrees that, in addition to other remedies which may be available, the Employer shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any breach, or both, without the necessity of proving actual damages. The Employee hereby agrees and consents that such injunctive relief may be sought *ex* *parte* in any state or county in which such breach may occur, or in any other court having jurisdiction, at the election of the Employer. The Employee agrees to and does hereby submit to *in personam* jurisdiction before each and every such court for that purpose.

<u>Section 12.</u> <u>Malpractice Insurance.</u>

a) Employer shall at its expense purchase and maintain such professional liability insurance as it determines to be appropriate for its professional employees ensuring Employee against claims made during the term of this Agreement.

(b) Employee shall be personally liable and accountable for any intentional or willful misconduct by Employee while rendering professional services to any person on behalf of Employer, shall indemnify and save harmless the Employer and all directors, officers and shareholders of Employer from any liability for damages, judgment, costs, expenses (including but not limited to defense costs including attorney's fees) and settlement amounts resulting from such misconduct; provided, however, that the foregoing indemnification obligation shall not apply to the extent that the Employer's costs, expenses, and liabilities are covered by any insurance and (ii) no insurance company may assert any claims against Employee as a result of such indemnification obligation.

(c) Employee shall make application and use due diligence to qualify for and obtain malpractice insurance coverage with an insurance company licensed by the State of New York, in the minimum amounts of $1,000,000 per occurrence and 3,000,000 in the aggregate, such insurance policies to protect Employer and Employee, as their interests may appear, against all claims for malpractice and damages arising out of the performance by Employee of professional services on behalf of the Employer and which claims are caused by Employee's own negligent or wrongful acts, errors, or omissions. Employee shall, upon request of Employer, provide evidence of such coverage to Employer.

(d) Notwithstanding any provision in this Agreement or any course of conduct of Employer to the contrary, Employer shall have no obligation to purchase "tail" or other residual insurance coverage for Employee upon termination of this Agreement by Employee. Upon expiration or termination of this Agreement, Employee shall obtain non-cancelable "tail" or equivalent/professional liability (malpractice) coverage satisfactory to the Employer and shall supply evidence of such coverage to Employer prior to the termination on employment. Upon the failure of Employee to provide insurance coverage or evidence of insurance coverage satisfactory to Employer as required and to pay the premium, in addition to any other remedies available to Employer, Employer may procure such coverage at Employee's expense and apply any monies due or owing to Employee by Employer to the cost of such insurance coverage. Employee shall remain liable to Employer for the cost of any tail insurance obtained and paid for by Employer up termination of Employee's employment. In the event Employee receives any refunds for unearned premiums paid by Employer, Employee shall promptly remit such refunds to Employer.

Section 12. Waiver.

The waiver by the Employer of the breach of any provision of this Agreement by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee.

Section 13. Notices.

Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or forty-eight (48) hours after deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to the Employer or the Employee at their respective addresses listed above or at any other address as either party may, from time to time, designate by notice given in compliance with this Section.

Section 14. Law Governing.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Section 15. Titles and Captions.

All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

Section 16. Entire Agreement.

This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the object matter of this Agreement.

Section 17. Agreement Binding.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Section 18. Attorney Fees.

In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court.

Section 19. Computation of Time.

In computing any period of time pursuant to this Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday, or a legal holiday, in which event the period shall begin to run on the next day which is not a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day thereafter which is not a Saturday, Sunday, or legal holiday.

Section 20. Pronouns and Plurals.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require.

Section 21. Arbitration.

Any controversy or claim arising out of or relating to this employment agreement shall be settled by arbitration administered by the American Arbitration Association by a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the American Arbitration Association, with such arbitration to be conducted under the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Section 22. Presumption.

This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

Section 23. Further Action.

The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary appropriate to achieve the purposes of the Agreement.

Section 24. Parties in Interest.

Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

Section 25. Savings Clause.

If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Section 26. Separate Counsel.

The parties acknowledge that the Employer has been represented in this transaction by its legal counsel, that the Employee has been informed that it is advisable for him/her to seek separate legal advice and representation in this matter, and that the Employee has had an adequate opportunity to seek such counsel.

Date: July 13, 2026

E H Kenney, LCSW

Elisabeth Kenney, LCSW, Co-Director Feelings Work, LCSW, PLLC	Employee: Katherine Hurewitz, LMSW