I. PURPOSE

It is the policy of the Office of Johns Hopkins Physicians that all new appointments and contracts of full-time Johns Hopkins physicians on or after July 1, 2014, include Post-Termination Covenants.

II. POLICY

A. The Post-Termination Covenants are stated in the attached Exhibit to this policy. The covenants may form a separate document to be signed by the individual physician or may be included in the text of the appointment letter or agreement by the individual physician. The text of the covenants may not be changed except for non-substantive, conforming changes.

B. The appointments and contracts to which this policy applies are:
   1. Full-time and part-time faculty of the Johns Hopkins University School of Medicine (JHUSOM) with clinical responsibilities at the rank of Assistant Professor and above.
   2. Full-time and part-time JHUSOM clinical associates
   3. Full-time and part-time physician employees of Johns Hopkins Community Physicians (JHCP)
   4. Full-time and part-time physician employees of The Johns Hopkins Health System Corporation (JHHS)
   5. Full-time and part-time physician employees of any subsidiary entity of either JHU or JHHS, other than Johns Hopkins Regional Physicians LLC
   6. For purposes of this policy, “part-time” shall mean that an employee works on a 0.5 FTE or more basis and receives benefits

C. On occasion, Johns Hopkins may agree to delay the effective date of the Post-Termination Covenant for an agreed upon length of time not to exceed two years. Factors that may be considered in a delay may include the fact that a physician is bringing an established practice to Johns Hopkins which Johns Hopkins does not purchase outright; the compensation Johns Hopkins pays to the physician is substantially at risk; or the physician is not subject to a restrictive covenant with his/her current employer and is unwilling to accept a restrictive covenant. If there is an agreement to defer the effective date of the covenant, the following sentence is added to the beginning of the restrictive covenant: “The covenant in this paragraph (    ) shall not be effective until Employee has been employed for a period of [duration] or longer.”

D. Physicians employed on less than a part-time basis are subject to sections (b) through (g) of the Post-Termination Covenants.
E. On the recommendation of the Department Director, the President of Johns Hopkins Community Physicians, or the President of the Johns Hopkins Health System, as applicable, and with the written concurrence of the Dean and CEO of Johns Hopkins Medicine, the enforcement of any of the terms of this restrictive covenant may be waived after termination of the employee’s employment. Any such waiver shall have no precedential value or effect or bind the employer to a course of action in any subsequent requests for a waiver.

F. This policy shall not apply to residents or clinical fellows.

G. On occasion, Johns Hopkins may agree to a time-limited exception to the patient non-solicitation provision in the Post-Termination Covenant to allow a departing physician to solicit those Johns Hopkins patients who were pre-existing patients of the physician when he/she became employed by Johns Hopkins. However, any such exception will require the physician to produce a mutually agreeable list of his/her patients at the time when he/she joins Johns Hopkins, which list will be attached as an exhibit to his/her employment agreement. Any solicitations of Johns Hopkins patients by the physician will be subject to pre-approval by Johns Hopkins. If there is an agreement to provide such an exception to the non-solicitation provision, the following is added at the end of the provision: “For a period of ____months after the termination or expiration of this Agreement, this paragraph shall not apply to the patients listed in Exhibit ___ hereto, which patients were active pre-existing patients of Physician within two (2) years of the date of this Agreement, provided, however, that any written solicitations by Physician of such pre-existing patients shall require the pre-approval in writing by Johns Hopkins.”

H. Physicians who perform more than 50% of their work in the District of Columbia and fall within the below statutory definition of “medical specialist” under District of Columbia law are subject to this policy, effective October 1, 2022, but must be afforded at least 14 days to consider whether to sign their offer of employment or employment agreement that includes this policy. Medical Specialists are individuals who: (1) perform work on behalf of an employer engaged primarily in the delivery of medical services; (2) hold a license to practice medicine; (3) have completed a medical residency; and (4) have total compensation of at least $250,000 per year.

I. Physicians who do not qualify as statutory Medical Specialists under District of Columbia law, as described above in H, and who perform more than 50% of their work in the District of Columbia, are subject to the non-competition terms of this policy, effective October 1, 2022, if they have total compensation of at least $150,000 per year; and they also must be afforded at least 14 days to consider whether to sign their offer of employment or employment agreement that includes this policy. The separate covenants related to non-solicitation and confidentiality continue to apply to all physicians who are otherwise exempt from the non-competition terms of this policy as described above.

III. POST–TERMINATION COVENANTS

A. Physician covenants and agrees that, during the term of this Agreement and for a period of two (2) years following the date when this Agreement expires or is terminated for any reason (other than an early termination by Physician arising solely from a material breach by JHU of the terms of this Agreement) (the “Restricted Period”), Physician will not own, manage, operate, control, have a financial interest in, or be employed by, affiliated with, participate in, render services to, or be connected in any manner with the ownership, management, operation or control of any hospital, medical or behavioral health services office, clinical practice or facility, health system, faculty practice plan, or any parent, subsidiary, affiliate or successor thereof operating within the distance specified in the attached Exhibit A (a “Restricted Provider”). The proscriptions in this paragraph shall not apply to Physician to the extent that:

1. Physician enters the United States Public Health Service or the United States Military or accepts full-time employment with an agency of the federal or a local government;

2. Physician’s only relationship with a Restricted Provider is his/her ownership of up to one percent (1%) of the stock or other securities of the Restricted Provider, provided that the securities of such Restricted Provider are traded on a public exchange;

3. Physician accepts a full-time faculty leadership position (e.g., a division chief, chair or similar position) at an academic medical center, provided that such position does not include any clinical practice activities for two (2) years after the termination or expiration of this Agreement;
or

4. [For primary care physicians as defined in Exhibit A] Physician’s private practice of primary care medicine at a clinical practice that is unaffiliated with any hospital, medical or behavioral health services office, clinical facility, health system, faculty practice plan or any parent, subsidiary, affiliate or successor thereof and which has less than twenty (20) Clinical Providers working in the practice. For purposes of this paragraph, “Clinical Providers” shall mean physicians, nurse practitioners and physicians assistants. This paragraph shall not preclude Physician from maintaining medical staff membership or clinical privileges with a Restricted Provider, but shall mean that Physician shall not receive any form of remuneration from any Restricted Provider for performing professional or administrative services (including, without limitation, directorship, consulting and other services).

B. Physician agrees that any attempts to solicit, induce or otherwise encourage others to leave their employment with The Johns Hopkins University School of Medicine, The Johns Hopkins Health System Corporation, or Johns Hopkins HealthCare, LLC, and any subsidiary or affiliate of these entities (collectively, referred to as “Johns Hopkins”), or any effort by Physician to interfere with the employment of any Johns Hopkins’ employees, would be harmful and damaging to Johns Hopkins. Accordingly, Physician agrees that, during the Restricted Period, s/he shall not solicit, induce, or otherwise encourage, directly or indirectly, any employee of Johns Hopkins to become employed by him/her or any other person or entity, to become an independent contractor to him/her or to any other person or entity, or to serve or be associated with him/her in any professional capacity whatsoever.

C. Physician agrees that, during the Restricted Period, s/he shall not directly or indirectly solicit, for the provision of medical care, any Johns Hopkins patient or attempt to otherwise interfere with the relationship between Johns Hopkins and its patients.

D. The parties agree that, as between Physician and JHU, and subject to the direction of patients to whom patient records relate or their lawful representatives, any and all patient lists and patient records for patients of JHU or its affiliates are owned by JHU or its affiliates, and Physician shall have no ownership right or right of access to such patient lists or records if Physician’s employment terminates. Further, neither Physician nor any corporation, partnership or other business entity or person owned or controlled by Physician, shall at any time disclose, directly or indirectly, to anyone (other than a director, officer, employee or other authorized representative of JHU or its affiliates), without the express written authorization of JHU, any patient lists, patient files, records or information regarding pricing, operations, finances or business strategies, or any other type of proprietary or confidential information or trade secrets relating to the business of JHU or its affiliates generally, or relating specifically to any professional practice conducted by JHU or its affiliates. Physician acknowledges and agrees as a condition of employment that any and all patient lists and patient records for patients of JHU or its affiliates are owned by JHU or its affiliates, and Physician shall have no ownership right or right of access to such patient lists or records if Physician’s employment terminates.

E. Physician acknowledges and agrees that a violation of the covenants in this Post-Termination Covenants will cause irreparable material and adverse harm to JHU and/or its affiliates, which cannot be adequately compensated in damages, and that actual monetary damages arising from such breach may be difficult to ascertain. Therefore, in addition to any other remedies at law or in equity for such breach, Physician agrees that JHU in its sole discretion shall have the right to seek an injunction enjoining Physician’s breach of such covenant(s) without the necessity of posting a bond or other undertaking. Physician acknowledges and agrees that Physician has read and understands this Agreement and that Physician has had the opportunity to review this Agreement with his/her advisor(s) prior to execution. Physician agrees that the covenants contained in this Post-Termination Covenant are reasonable and necessary to protect the legitimate business and property interests of JHU and its affiliates. If any provision in this Post-Termination Covenants is deemed by a court to be unenforceable because of its scope in terms of territory, time or business activities, but that court determines that it may be enforceable by reducing or limiting the scope of the covenant, then the court may make the necessary reductions or limitations so that such provisions shall be enforceable to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which such court sits. The covenants contained in this Post-Termination Covenants are essential to this Agreement and shall be construed as independent of any other provision in
this Agreement. The existence of any claim or cause of action which Physician has or may have against JHU, whether based on this Agreement or otherwise, shall not constitute a defense to the enforcement by JHU of such covenants.

F. The provisions in this Post-Termination Covenants shall not be deemed to be amended, modified, or rescinded by any promotion or renewal of Physician’s employment unless such amendment, modification or rescission specifically so states and is agreed to in writing by Physician and JHU.

G. All affiliates of JHU shall be considered to be third party beneficiaries of the above provisions with an independent right to enforce the terms of this provision directly against Physician.

H. JHU reserves the right to waive, after termination of the Physician’s employment, the enforcement of any of the terms of this restrictive covenant on the recommendation of the Department Director or the President of Johns Hopkins Community Physicians, as applicable, and the written concurrence of the Dean and CEO of Johns Hopkins Medicine. JHU’s decision to waive enforcement of the terms of this restrictive covenant with regard to any individual employee or member of the full time Johns Hopkins faculty shall not be considered to have precedential value or effect or to bind the JHU to a like course of action in any subsequent requests for a waiver.

IV. EXHIBIT A – TERMS AND DEFINITIONS OF JHM NON–COMPETE FOR PHYSICIANS

<table>
<thead>
<tr>
<th>Department</th>
<th>Distance¹</th>
<th>Term of Non-Compete (After Leaving JHM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Care²</td>
<td>10 Miles</td>
<td>2 Years</td>
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<tr>
<td>Specialty 1³</td>
<td>10 Miles</td>
<td>2 Years</td>
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<tr>
<td>Specialty 2⁴</td>
<td>20 Miles</td>
<td>2 Years</td>
</tr>
<tr>
<td>Specialty 3⁵</td>
<td>50 Miles</td>
<td>2 Years</td>
</tr>
<tr>
<td>&quot;Notice&quot; Departments⁶</td>
<td>10 Miles</td>
<td>2 Years</td>
</tr>
<tr>
<td>Physicians practicing at JHACH—all specialties and primary care.</td>
<td>10 Miles</td>
<td>1 Year</td>
</tr>
<tr>
<td>Physicians in all Departments except for &quot;Notice&quot; Departments practicing in DC more than 50% and earning between $150,000 and under $250,000 per year.</td>
<td>10 Miles</td>
<td>1 Year</td>
</tr>
</tbody>
</table>

DEFINITIONS:

¹ Distance is miles from any location where the physician has practiced at least 20% of the time in the 12 months prior to termination. Notwithstanding the foregoing, for Physicians practicing at JHACH, the distance is measured from Johns Hopkins All Children’s Hospital (“JHACH”) and any hospital or provider entering into an agreement with JHACH or its affiliates to provide services in the same specialty as practiced by Physician, including the address of the main hospital-provider building and the address(es) of any of its other centers or facilities that are under common control, if the Physician's specialty is provided at such address.

² Primary Care applies to Family Medicine, Geriatrics, General Internal Medicine, Infectious Diseases, and Pediatrics.
Covenant Not to Compete, Non-Solicitation, and Confidentiality of Records

3 Specialty 1 applies to Allergy/Immunology, Cardiology, Dermatology, Endocrinology, Gastroenterology, Hematology, Hepatology, Interventional Radiology, Medical Oncology, Nephrology, Neurology, OB/GYN, Ophthalmology, Orthopedic Surgery, Otolaryngology, Pain Medicine, Palliative Care, Plastic and Reconstructive Surgery, Psychiatry (ambulatory), Pulmonology, Rehabilitation Medicine, Rheumatology, Surgery (except Cardio Thoracic Surgery), and Urology. Specialty includes Pediatric practice in the specialty area.

4 Specialty 2 applies to Cardio Thoracic Surgery, Neurosurgery, and Radiation Oncology.

5 Specialty 3 may be applied to specialists from any department, as recommended by the Department Director or the President of Johns Hopkins Community Physicians or the employing entity, as applicable, and with the written concurrence of the Dean and CEO of Johns Hopkins Medicine.

6 “Notice” Departments applies to Anesthesiology (excluding Pain), Emergency Medicine, Hospitalist, Intensivists, Pathology, Psychiatry (hospital-based) and Radiology (excluding Interventional). The geographical restriction applies only in the event that the physicians fails to provide his or her employer with notice of termination consistent with the requirements of such physician’s employment agreement or faculty appointment letter and applicable JHM policies.

V. PHYSICIAN’S SIGNATURE

___________________________________
Physician’s Signature

___________________________________
Physician’s Printed Name

VI. APPROVALS

<table>
<thead>
<tr>
<th>Electronic Signature(s)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Divya-Devi Joshi President, West Coast Neonatology and Pediatric Physician Services</td>
<td>09/14/2022</td>
</tr>
<tr>
<td>Jonathan Efron Interim President, Clinical Practice Association JHM, Sr. Vice President Office of Johns Hopkins Physicians</td>
<td>09/08/2022</td>
</tr>
<tr>
<td>Lisa Ishii Senior Vice President, Operations, Johns Hopkins Health System</td>
<td>09/16/2022</td>
</tr>
<tr>
<td>Theodore DeWeese (KL) Interim Dean of the Medical Faculty, Vice President for Medicine of The Johns Hopkins University, and Interim CEO of Johns Hopkins Medicine</td>
<td>09/20/2022</td>
</tr>
</tbody>
</table>