

CRNA TOGETHER, LLC

BONUS PLAN

The CRNA Together, LLC Profit Sharing Plan (the “Plan”) is sponsored and made effective as of the day and date noted on the last page hereof, by CRNA Together, LLC, a Wisconsin limited liability company (the “Company”), and is intended to be an unfunded compensation plan maintained by the Company primarily for the purpose of providing incentive-based compensation to a select group of certified registered nurse anesthetists, which are independent contractors of the Company, to motivate and reward such contractors by providing them with the opportunity to earn annual cash bonuses. Certain capitalized terms used herein are defined in Section 4.

Section 1. Administration of the Plan. The Plan shall be administered by the President of the Company (the “President”) and the President shall determine the Participants, calculate the Participation Allocations, and calculate each Bonus. The President shall have all powers with respect to administration of the Plan.

Section 2. Profit Sharing Plan. Within ____ days of the end of each calendar year, the President will calculate the Profit-Sharing Pool and determine each Participant’s Participation Allocation. Each Participant shall, subject to the other terms and conditions of the Plan and any other agreement entered into between Participant and the Company, be entitled to an annual profit sharing equal to the product of its Participant Allocation and the Profit Sharing Pool (in each case, a “Bonus”), payable as set forth in Section 3, below. The Profit Sharing is intended to be an annual incentive and shall not apply upon the sale of the Company.

Section 3. Form and Delivery of Profit Sharing. The Profit Sharing payable pursuant to Section 2 shall be paid to the Participant within ____ days of the President’s determination of the Profit Sharing Pool and Participation Allocations, which shall be no more than ____ days after each calendar year.

Section 4. Certain Definitions. As used herein, the following terms shall have the following respective meanings:

“Profit Sharing Pool” means forty percent (40%) of the Company’s annual Net Profit.

“Net Profit” means the Company’s the total gross revenue less total operating expenses (including debt service), interest and taxes, in each case as calculated by the President.

“Participant” means each certified registered nurse anesthetist independent contractor of the Company that becomes a participant of the Plan by executing the Plan.

“Participation Allocations” with respect to each Participant, means the total number of hours worked by Participant in placements made through the Company over the total number of hours worked by all Participants in placements made through the Company. For sake of clarity, if a Participant worked 200 hours in placements made by the Company, and the total hours worked by all Participants in placements made by the Company was 2,000, such Participant’s Participation Allocation would be equal to ten percent (10%).



Section 5. Effectiveness. The Plan shall become effective on the date (January 1, 2021 of its adoption by the President. The Plan shall terminate (the "Termination Date December 31, 2021") in its entirety upon the earlier of the completion of all payments under the terms of the Plan or at any time by the President and shall terminate as to a particular Participant at any time by the President.

Section 6. Amendment and Termination. The President reserves the right at any time to amend, revise, change or terminate any provision contained in this Plan or to terminate the Plan entirely.

Section 7. Non-Assignability. A Participant's rights and interest under the Plan may not be assigned, transferred or alienated in whole or in part either directly or by operation of law or otherwise, including but not by way of limitation, execution, levy, garnishment, attachment, pledge, bankruptcy or in any other manner and no such right or interest of any Participant in the Plan shall be subject to any debt, obligation or liability of such Participant.

Section 8. Governing Law. The validity and construction of the Plan and the agreements entered into in connection with or pursuant to the Plan shall be governed by the laws of the State of Wisconsin.

As adopted by the President
of CRNA Together, LLC
on _____, 2020

The undersigned contractor does hereby agree to be bound by all terms and provisions of the Plan and further acknowledges that he or she has received a copy of the Plan.

PARTICIPANT: [_____]
