

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 8-K/A

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act 1934

Date of Report (date of earliest event reported): June 6, 2018

MIMEDX GROUP, INC.

(Exact name of registrant as specified in charter)

Florida
(State or other jurisdiction of incorporation)

001-35887
(Commission File Number)

26-2792552
(IRS Employer Identification No.)

1775 West Oak Commons Ct, NE
Marietta, GA
(Address of principal executive offices)

30062
(Zip Code)

(770) 651-9100
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

As previously reported on a Form 8-K filed by MiMedx Group, Inc. (the “Company”) on June 7, 2018 (the “Initial Form 8-K”), Michael J. Senken left his role as the Company’s Chief Financial Officer, effective June 6, 2018. Mr. Senken will remain with the Company in a transitional role ending June 30, 2018.

As disclosed on the Initial Form 8-K, on June 6, 2018, the Company’s Board of Directors appointed Edward J. Borkowski, Executive Vice President of the Company, as interim Chief Financial Officer, effective June 6, 2018. Mr. Borkowski currently receives an annual salary of \$550,000, a target annual performance bonus of 60% of his base salary, and an annual long-term equity incentive targeted at 200% of his base salary. He will receive a \$150,000 signing bonus on the 90th day following the commencement of his employment.

Furthermore, the Company has promised Mr. Borkowski two equity grants, the first of which is 100,000 shares of restricted stock to be made once the Company becomes current in its SEC filings and is able to register such shares on Form S-8 (the “First Grant”). The First Grant is expected to vest pro rata annually over three years from April 25, 2018. The Company has agreed to pay Mr. Borkowski \$750,000 in the event the Company terminates his employment for a qualifying reason before the first tranche of the First Grant vests.

In addition, the Company has agreed to recommend that the Board of Directors make an additional grant of restricted stock with a value of \$750,000, with the number of such shares determined by the closing stock price on the date his employment commenced (April 19, 2018). The Board is expected to make this grant at the Company’s next annual meeting of shareholders, and such grant is anticipated to vest pro rata annually over three years from the date actually granted (the “Second Grant”). In the event the Company does not make the Second Grant as a result of the termination of his employment for a qualifying reason, or in the event of a consummation of a change in control, prior to the Second Grant, the Company has agreed to pay Mr. Borkowski \$750,000.

In addition, the Company has agreed to provide Mr. Borkowski severance, both in connection with a change in control and other than in connection with a change in control. The Company entered into a double-trigger Change in Control Severance Agreement with Mr. Borkowski in the form of Exhibit 10.1 attached hereto which provides for severance payments equal to 1.75 times his base salary and target bonus on the date of the change in control; and (ii) continuation of benefits for the period for which the severance is computed. The Company also entered into a severance agreement with Mr. Borkowski not conditioned upon a change in control (the “Non-CIC Severance Agreement”) which provides for severance payments equal to 1.0 times his annual base salary if his employment is terminated for qualifying reasons. The Company’s obligations under the Non-CIC Severance Agreement will terminate on the later of (a) the date the Company actually makes the First Grant and (b) April 25, 2019.

Furthermore, Mr. Borkowski also entered into a (a) Confidentiality and Non-Solicitation Agreement, (b) Non-Competition Agreement, (c) Employee Inventions and Assignment Agreement and (d) Indemnification Agreement, in the forms of Exhibits 10.2, 10.3, 10.4, and 10.5, respectively. Mr. Borkowski is also eligible for relocation benefits.

Mr. Borkowski serves on the boards of AzurRx BioPharma, Inc., Acacia Pharma, and Co-Diagnostics, Inc. During the previous five years, Mr. Borkowski also served on the board of WhereEver TV Broadcasting Corp. Mr. Borkowski does not have a family relationship with any MiMedx officer or director.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

- 10.1 [Form of Change in Control Severance and Restrictive Covenant Agreement for Edward J. Borkowski.](#)
- 10.2 [Form of Confidentiality and Non-Solicitation Agreement.](#)
- 10.3 [Form of Non-Competition Agreement.](#)
- 10.4 [Form of Employee Inventions and Assignment Agreement.](#)
- 10.5 [Form of Indemnification Agreement](#), incorporated by reference to Exhibit 10.65 filed with the Registrant's Form 8-K filed July 15, 2008.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MIMEDX GROUP, INC.

Date: June 12, 2018

By: /s/ Alexandra O. Haden

Alexandra O. Haden,
General Counsel & Secretary

**CHANGE IN CONTROL
SEVERANCE COMPENSATION
AND
RESTRICTIVE COVENANT AGREEMENT**

THIS SEVERANCE COMPENSATION AND RESTRICTIVE COVENANT AGREEMENT (the “Agreement”) is dated as of ____ between **MiMedx Group, Inc.**, a Florida corporation (the “Company”), and **EDWARD J. BORKOWSKI** (the “Executive”).

WHEREAS, the Company has determined that it is appropriate to reinforce and encourage the continued attention and dedication of members of the Company’s management, including the Executive, to their assigned duties without distraction in potentially disruptive circumstances arising from the possibility of a Change in Control (as hereinafter defined) of the Company; and

WHEREAS, the severance benefits payable by the Company to the Executive as provided herein are in part intended to ensure that the Executive receives reasonable compensation given the specific circumstances of Executive’s employment history with the Company;

NOW, THEREFORE, in consideration of their respective obligations to one another set forth in this Agreement, and other good and valuable consideration, the receipt, sufficiency and adequacy of which the parties hereby acknowledge, the parties to this Agreement, intending to be legally bound, hereby agree as follows:

1. **Term.** This Agreement shall terminate, except to the extent that any obligation of the Company hereunder remains unpaid as of such time, upon the earliest of (i) the Date of Termination (as hereinafter defined) of the Executive’s employment with the Company as a result of the Executive’s death, Disability (as defined in Section 3(b)) or Retirement (as defined in Section 3(c)), by the Company for Cause (as defined in Section 3(d)) or by the Executive other than for Good Reason (as defined in Section 3(e)); and (ii) three years after the date of a Change in Control if the Executive’s employment with the Company has not terminated as of such time.

2. **Change in Control.** For purposes of this Agreement, “Change in Control” shall mean and be deemed to have occurred on the earliest to occur of a change in the ownership of the Company, a change in the effective control of the Company, a change in ownership of a substantial portion of the Company’s assets or a disposition of a substantial portion of the Company’s assets, all as defined below:

(a) A change in the ownership of the Company occurs on the date that any one person, or more than one person acting as a group, acquires ownership of stock of the Company which, together with stock held by such person or group, represents more than fifty percent (50%) of the total fair market value or total voting power of the stock of the Company. An increase in the percentage of stock owned by any one person, or persons acting as a group, as a result of a transaction in which the Company acquires its stock in exchange for property will be treated as an acquisition of stock.

(b) A change in the effective control of the Company occurs on the date that either: any one person, or more than one person acting as a group becomes the beneficial owner of stock of the Company possessing more than fifty percent (50%) of the total voting power of the stock of the Company; or a majority of members of the Company’s board of directors is replaced during any 24-month period by directors whose appointment or election is not endorsed by at least two-thirds (2/3) of the members of the Company’s board of directors who were directors prior to the date of the appointment or election of the first of such new directors.

(c) A change in the ownership of a substantial portion of the Company’s assets occurs on the date that any one person, or more than one person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total fair market value equal to seventy-five percent (75%) or more of the total fair market value of all of the assets of the

Company immediately prior to such acquisition or acquisitions. The transfer of assets by the Company is not treated as a change in the ownership of such assets if the assets are transferred to an entity more than fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by the Company.

(d) A disposition of a substantial portion of the Company's assets occurs on the date that the Company transfers assets by sale, lease, exchange, distribution to shareholders, assignment to creditors, foreclosure or otherwise, in a transaction or transactions not in the ordinary course of the Company's business (or has made such transfers during the 12-month period ending on the date of the most recent transfer of assets) that have a total fair market value equal to seventy-five percent (75%) or more of the total fair market value of all of the assets of the Company as of the date immediately prior to the first such transfer or transfers. The transfer of assets by the Company is not treated as a disposition of a substantial portion of the Company's assets if the assets are transferred to an entity, more than fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by the Company.

3. Termination Following Change in Control.

(a) General. If the Executive is still an employee of the Company at the time of a Change in Control, the Executive shall be entitled to the compensation and benefits provided in Section 4 upon the subsequent termination of the Executive's employment with the Company by the Executive or by the Company during the term of this Agreement, unless such termination is as a result of (i) the Executive's death; (ii) the Executive's Disability; (iii) the Executive's Retirement; (iv) the Executive's termination by the Company for Cause; or (v) the Executive's decision to terminate employment other than for Good Reason.

(b) Disability. The term "Disability" as used in this Agreement shall mean termination of the Executive's employment by the Company as a result of the Executive's incapacity due to physical or mental illness, provided that the Executive shall have been absent from Executive's duties with the Company on a full-time basis for six consecutive months and such absence shall have continued unabated for 30 days after Notice of Termination as described in Section 3(f) is thereafter given to the Executive by the Company.

(c) Retirement. The term "Retirement" as used in this Agreement shall mean termination of the Executive's employment by the Company based on the Executive's having attained age 65 or such later retirement age as shall have been established pursuant to a written agreement between the Company and the Executive.

(d) Cause. The term "Cause" for purposes of this Agreement shall mean the Company's termination of the Executive's employment on the basis of criminal or civil fraud on the part of the Executive involving a material amount of funds of the Company. Notwithstanding the foregoing, the Executive shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Company's Board of Directors at a meeting of the Board called and held for such purpose (after reasonable notice to the Executive and an opportunity for the Executive, together with the Executive's counsel, to be heard before the Board) finding that in the good faith opinion of the Board the Executive was guilty of conduct set forth in the first sentence of this Section 3(d) and specifying the particulars thereof in detail. For purposes of this Agreement only, the preparation and filing of fictitious, false or misleading claims in connection with any federal, state or other third party medical reimbursement program, or any other violation of any rule or regulation in respect of any federal, state or other third party medical reimbursement program by the Company or any subsidiary of the Company shall not be deemed to constitute "criminal fraud" or "civil fraud."

(e) Good Reason. For purposes of this Agreement, "Good Reason" shall mean any of the following actions taken by the Company without the Executive's express written consent:

(i) The assignment to the Executive by the Company of duties inconsistent with, or a material adverse alteration of the powers and functions associated with, the Executive's position, duties, responsibilities and status with the Company prior to a Change in Control, or an adverse change in the Executive's titles or offices as in effect prior to a Change in Control, or any removal of the Executive from or any failure to re-elect the Executive to

any of such positions, except in connection with the termination of Executive's employment for Disability, Retirement or Cause or as a result of the Executive's death or by the Executive other than for Good Reason;

(ii) A reduction in the Executive's base salary as in effect on the date hereof or as the same may be increased from time to time during the term of this Agreement;

(iii) Any failure by the Company to continue in effect any benefit plan, program or arrangement (including, without limitation, any profit sharing plan, group annuity contract, group life insurance supplement, or medical, dental, accident and disability plans) in which the Executive was eligible to participate at the time of a Change in Control (hereinafter referred to as "Benefit Plans"), or the taking of any action by the Company which would adversely affect the Executive's participation in or materially reduce the Executive's benefits under any such Benefit Plan, unless a comparable substitute Benefit Plan shall be made available to the Executive, or deprive the Executive of any fringe benefit enjoyed by the Executive at the time of a Change in Control;

(iv) Any failure by the Company to continue in effect any incentive plan or arrangement (including, without limitation, any bonus or contingent bonus arrangements and credits and the right to receive performance awards and similar incentive compensation benefits) in which the Executive is participating at the time of a Change in Control (or any other plans or arrangements providing Executive with substantially similar benefits) (hereinafter referred to as "Incentive Plans") or the taking of any action by the Company which would adversely affect the Executive's participation in any such Incentive Plan or reduce the Executive's benefits under any such Incentive Plan, expressed as a percentage of Executive's base salary, by more than five percentage points in any fiscal year as compared to the immediately preceding fiscal year, or any action to reduce Executive's bonuses under any Incentive Plan by more than five percentage points (5%) in any fiscal year as compared to the immediately preceding fiscal year;

(v) Any failure by the Company to continue in effect any plan or arrangement to receive securities of the Company (including, without limitation, the Company's Assumed 2006 Stock Incentive Plan and the Company's 2016 Equity and Cash Incentive Plan, any other plan or arrangement to receive and exercise stock options, stock appreciation rights, restricted stock or grants thereof) in which the Executive is participating or has the right to participate in prior to a Change in Control (or plans or arrangements providing Executive with substantially similar benefits) (hereinafter referred to as "Securities Plans") or the taking of any action by the Company which would adversely affect the Executive's participation in or materially reduce the Executive's benefits under any such Securities Plan, unless a comparable substitute Securities Plan shall be made available to the Executive;

(vi) A relocation of the Company's principal executive offices to a location more than fifty (50) miles from its location immediately prior to a Change in Control, or the Executive's relocation to any place other than the Company's principal executive offices, except for required travel by the Executive on the Company's business to an extent substantially consistent with the Executive's business travel obligations immediately prior to a Change in Control;

(vii) Required work and or travel schedule that is not substantially consistent with the Executive's work and/or business travel schedule immediately prior to a Change in Control;

(viii) Any failure by the Company to provide the Executive with the number of Paid Time Off ("PTO") days (or compensation therefor at termination of employment) accrued to the Executive through the Date of Termination;

(ix) Any material breach by the Company of any provision of this Agreement;

(x) Any failure by the Company to obtain the assumption of this Agreement by any successor or assign of the Company effected in accordance with the provisions of Section 7(a) hereof;

(xi) Any purported termination of the Executive's employment that is not effected pursuant to a Notice of Termination satisfying the requirements of Section 3(f), and for purposes of this Agreement, no such purported termination shall be effective; or

(xi) Any proposal or request by the Company after the Effective Date to require that the Executive enter into a non-competition agreement with the Company where the terms of such agreement as to its scope or duration are greater than the terms set forth in Section 5 hereof.

(f) Notice of Termination. Any termination of the Executive's employment by the Company for a reason specified in Section 3(b), 3(c) or 3(d) shall be communicated to the Executive by a Notice of Termination prior to the effective date of the termination. For purposes of this Agreement, a "Notice of Termination" shall mean a written notice which shall indicate whether such termination is for the reason set forth in Section 3(b), 3(c) or 3(d) and which sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated. For purposes of this Agreement, no termination of the Executive's employment by the Company shall constitute a termination for Disability, Retirement or Cause unless such termination is preceded by a Notice of Termination.

(g) Date of Termination. "Date of Termination" shall mean (a) if the Executive's employment is terminated by the Company for Disability, 30 days after a Notice of Termination is given to the Executive (provided that the Executive shall not have returned to the performance of the Executive's duties on a full-time basis during such 30-day period) or (b) if the Executive's employment is terminated by the Company or the Executive for any other reason, the date on which the Executive's termination is effective; provided that, if within 30 days after any Notice of Termination is given to the Executive by the Company the Executive notifies the Company that a dispute exists concerning the termination, the Date of Termination shall be the date the dispute is finally determined whether by mutual agreement by the parties or upon final judgment, order or decree of a court of competent jurisdiction (the time for appeal therefrom having expired and no appeal having been perfected). For purposes of this Agreement, the Executive's employment by the Company shall be deemed terminated upon the date the Executive incurs a "separation from service" within the meaning of Section 409A(a)(2)(A)(i) of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations issued thereunder.

4. Compensation and Benefits upon Termination of Employment.

(a) If the Company shall terminate the Executive's employment after a Change in Control other than pursuant to Section 3(b), 3(c) or 3(d) and Section 3(f), or if the Executive shall terminate Executive's employment for Good Reason, in either case, on or within three years after a Change in Control, then the Company shall pay to the Executive, as severance compensation and in consideration of the Executive's adherence to the terms of Section 5 hereof, subject to Section 17 below, the following:

(i) On the Date of Termination, the Company shall become liable to the Executive for an amount equal to one and three quarters (1.75) times the Executive's annual base compensation and targeted base bonus on the date of the Change in Control, which amount shall be paid to the Executive in cash on or before the fifth business day following the Date of Termination.

(ii) For a period of twenty-one (21) months following the Date of Termination, the following benefits are provided to the Executive: a) if the Executive elects and remains eligible for COBRA coverage for the Executive and anyone entitled to claim under or through the Executive, the Executive shall be entitled to purchase the COBRA coverage under the group medical plan, dental plan or vision plan at a subsidized COBRA rate each month equal to the "active" employee contribution rate for Executive and dependents (where applicable); and b) Executive's participation in the life or other similar insurance or death benefit plan, or other present or future similar group employee benefit plan or program of the Company (excluding short-term or long-term disability insurance) for which key executives are eligible at the date of a Change in Control, to the same extent as if the Executive had continued to be an employee of the Company during such period and such benefits shall, to the extent not fully paid under any such plan or program, be paid by the Company no less frequently than monthly. If Executive is not permitted to participate in any such plan after the Date of Termination or Executive's participation in such plans would have adverse consequences for the Company, the Company may procure comparable coverage for the Executive elsewhere on the same relative terms.

(iii) Notwithstanding any other provision of this Agreement, it is intended that any payment or benefit provided pursuant to or in connection with this Agreement that is considered to be nonqualified deferred compensation subject to Section 409A of the Code shall be provided and paid in a manner, and at such time and in such form, as complies with the applicable requirements of Section 409A of the Code. If and to the extent required by Section 409A of the Code, no payment or benefit shall be made or provided to a “specified employee” (as defined below) prior to the six (6) month anniversary of the Executive’s separation from service (within the meaning of Section 409A(a)(2)(A)(i) of the Code) or, if earlier, Executive’s death. The amounts provided for in this Agreement that constitute nonqualified deferred compensation shall be paid as soon as (and no later than thirty (30) days after) the six month deferral period ends or, if earlier, no later than thirty (30) days after the Executive’s death. In the event that benefits are required to be deferred, any such benefit may be provided during such deferral period at the Executive’s expense, with the Executive having a right to reimbursement from the Company for the amount of any premiums or expenses paid by the Executive once the deferral period ends (as described above). For this purpose, a specified employee shall mean an individual who is a key employee (as defined in Section 416(i) of the Code without regard to Section 416(i)(5) of the Code) of the Company at any time during the 12-month period ending on each December 31 (the “identification date”). If the Executive is a key employee as of an identification date, the Executive shall be treated as a specified employee for the 12-month period beginning on the April 1 following the identification date. Notwithstanding the foregoing, the Executive shall not be treated as a specified employee unless any stock of the Company or a Company or business affiliated with it pursuant to Sections 414(b) or (c) of the Code is publicly traded on an established securities market or otherwise.

(b) The parties hereto agree that the payments provided in Section 4(a) hereof are reasonable compensation in light of the Executive’s services rendered to the Company and in consideration of the Executive’s adherence to the terms of Section 5 hereof. Neither party shall contest the payment of such benefits as constituting an “excess parachute payment” within the meaning of Section 280G(b)(1) of the Code. In the event that the Executive becomes entitled to the compensation and benefits described in Section 4(a) hereof (the “Compensation Payments”) as a result of such Compensation Payments and any other benefits or payments required to be taken into account under Code Section 280G(b)(2) (“Parachute Payments”), any of such Parachute Payments must be reported by the Company as “excess parachute payments” and are therefore not deductible by the Company, the Company shall not have any obligation and shall not pay to the Executive any additional amount or gross-up payment related to any of the tax imposed on the Executive by Section 4999 of the Code. The tax, if any, imposed on the Executive by Section 4999 of the Code shall be the full responsibility of the Executive (subject to withholding by the Company).

(c) The payments provided in Section 4(a) above shall be in lieu of any other severance compensation otherwise payable to Executive under any other agreement between Executive and the Company or the Company’s established severance compensation policies; provided, however, that nothing in this Agreement shall affect or impair Executive’s vested rights under any other employee benefit plan or policy of the Company. For the avoidance of doubt, if more than one Change in Control occurs during the term hereof, the term of this Agreement shall not expire until three years after the date of the latest such Change in Control to occur and the amount of compensation payable under Section 4(a)(1) shall be based upon the highest annual base salary, targeted base bonus and car allowance payable to Executive on the date of any such Change in Control (to the extent not paid previously in connection with an earlier Change in Control), but Executive shall not be entitled to receive severance compensation under Section 4(a) more than once.

5. Protective Covenants.

(a) Definitions.

This Subsection sets forth the definition of certain capitalized terms used in Subsections (a) through (f) of this Section 5.

(i) “Competing Business” shall mean a business (other than the Company) that, directly or through a controlled subsidiary or through an affiliate, is an integrated developer, processor, and/or marketer of a) collagen based biomaterials and products, b) bioimplants processed from human amniotic membrane, c) other amnion based products, d) tissue regeneration products, e) human allograft including skin and bone products, and f)

other future products developed, processed, manufactured or marketed by the Company (collectively, "Competing Services"). Notwithstanding the foregoing, no business shall be deemed a "Competing Business" unless, within at least one of the business's three most recently concluded fiscal years, that business, or a division of that business, derived more than twenty percent (20%) of its gross revenues or more than \$2,000,000 in gross revenues from the provision of Competing Services.

(ii) "Competitive Position" shall mean: (A) the Executive's direct or indirect equity ownership (excluding ownership of less than one percent (1%) of the outstanding common stock of any publicly held Company) or control of any portion of any Competing Business; or (B) any employment, consulting, partnership, advisory, directorship, agency, promotional or independent contractor arrangement between the Executive and any Competing Business where the Executive performs services for the Competing Business substantially similar to those the Executive performed for the Company.

(iii) "Covenant Period" shall mean the period of time from the date of this Agreement to the date that is twelve (12) months after the Date of Termination.

(iv) "Customers" shall mean actual customers, clients or referral sources to or on behalf of which the Company provides Competing Services (A) during the two years prior to the date of this Agreement and (B) during the Covenant Period.

(v) "Restricted Territory" shall mean the 48 continuous states of the continental United States.

(b) Limitation on Competition. In consideration of the Company's entering into this Agreement, the Executive agrees that during the Covenant Period, the Executive will not, without the prior written consent of the Company, anywhere within the Restricted Territory, either directly or indirectly, alone or in conjunction with any other party, accept, enter into or take any action in conjunction with or in furtherance of a Competitive Position (other than action to reject an unsolicited offer of a Competitive Position).

(c) Limitation on Soliciting Customers. In consideration of the Company's entering into this Agreement, the Executive agrees that during the Covenant Period, the Executive will not, without the prior written consent of the Company, alone or in conjunction with any other party, solicit, divert or appropriate or attempt to solicit, divert or appropriate on behalf of a Competing Business with which Executive has a Competitive Position any Customer located in the Restricted Territory (or any other Customer with which the Executive had any direct contact on behalf of the Company) for the purpose of providing the Customer or having the Customer provided with a Competing Service.

(d) Limitation on Soliciting Personnel or Other Parties. In consideration of the Company's entering into this Agreement, the Executive hereby agrees that Executive will not, without the prior written consent of the Company, alone or in conjunction with any other party, solicit or attempt to solicit any employee, consultant, contractor, independent broker or other personnel of the Company or any subsidiary of the Company to terminate, alter or lessen that party's affiliation with the Company or to violate the terms of any agreement or understanding between such employee, consultant, contractor or other person and the Company or any subsidiary of the Company.

(e) Acknowledgement. The parties acknowledge and agree that the Protective Covenants are reasonable as to time, scope and territory given the Company's need to protect its trade secrets and confidential business information and given the substantial payments and benefits to which the Executive may be entitled pursuant to this Agreement.

(f) Remedies. The parties acknowledge that any breach or threatened breach of a Protective Covenant by the Executive is reasonably likely to result in irreparable injury to the Company, and therefore, in addition to all remedies provided at law or in equity, the Executive agrees that the Company shall be entitled to a temporary restraining order and a permanent injunction to prevent a breach or contemplated breach of the Protective Covenant. If the Company seeks an injunction, the Executive waives any requirement that the Company post a bond or any other security.

6. No Obligation to Mitigate Damages; No Effect on Other Contractual Rights.

(a) All compensation and benefits provided to the Executive under this Agreement are in consideration of the Executive's services rendered to the Company and of the Executive's adhering to the terms set forth in Section 5 hereof and the Executive shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor shall the amount of any payment provided for under this Agreement be reduced by any compensation earned by the Executive as the result of employment by another employer after the Date of Termination, or otherwise.

(b) The provisions of this Agreement, and any payment provided for hereunder, shall not reduce any amounts otherwise payable, or in any way diminish the Executive's existing rights, or rights which would accrue solely as a result of the passage of time, under any Benefit Plan, Incentive Plan or Securities Plan, employment agreement or other contract, plan or arrangement.

7. Successor to the Company.

(a) The Company will require any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company ("Successor or Assign"), by agreement in form and substance satisfactory to the Executive, expressly, absolutely and unconditionally to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place. Any failure of the Company to obtain such agreement prior to the effectiveness of any such succession or assignment shall be a material breach of this Agreement and shall entitle the Executive to terminate the Executive's employment for Good Reason. As used in this Agreement (except for purposes of defining "Change in Control" in Section 2), "Company" shall mean the Company as hereinbefore defined and any Successor or Assign to the Company. If at any time during the term of this Agreement the Executive is employed by any Company a majority of the voting securities of which is then owned by the Company, "Company" as used in Sections 3, 4, 12 and 14 hereof shall in addition include such employer. In such event, the Company agrees that it shall pay or shall cause such employer to pay any amounts owed to the Executive pursuant to Section 4 hereof.

(b) This Agreement shall inure to the benefit of and be enforceable by the Executive's personal and legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any amounts are still payable to Executive hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee, or the designee or, if there be no such designee, to the Executive's estate.

8. Notice. For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered by overnight courier service (e.g., Federal Express) or mailed by United States certified mail, return receipt required, postage prepaid, as follows:

If to Company:

MiMedx Group, Inc.
1775 West Oak Commons Court
Marietta, GA 30062
Attention: General Counsel

If to Executive:

or such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

9. Miscellaneous. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. Validity. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

12. Legal Fees and Expenses. The Company shall pay all legal fees, expenses and damages which the Executive may incur as a result of the Executive's instituting legal action to enforce Executive's rights hereunder, or in the event the Company contests the validity, enforceability or the Executive's interpretation of, or determinations under, this Agreement. If the Executive is the prevailing party or recovers any damages in such legal action, the Executive shall be entitled to receive in addition thereto pre-judgment and post-judgment interest on the amount of such damages. All such amounts will be paid or reimbursed no later than thirty (30) days after Executive incurs such fees, expenses and damages or is entitled to such pre-judgment or post-judgment interest.

13. Section 409A Indemnification. Notwithstanding any other provision of this Agreement, it is intended that any payment or benefit which is provided pursuant to or in connection with this Agreement which is considered to be nonqualified deferred compensation subject to Section 409A of the Code shall be provided and paid in a manner, and at such time and in such form, as complies with the applicable requirements of Section 409A of the Code. The Company and the Executive shall cooperate to modify this Agreement as necessary to comply with the requirements of Section 409A of the Code. In the event the Company does not so cooperate (and assuming the Company can correct such matter without the Company or Executive incurring any additional taxes, penalties or interest), it shall indemnify and hold harmless the Executive on an after-tax basis from any tax or interest penalty imposed under Section 409A of the Code with respect to any payment or benefit provided pursuant to this Agreement or any other plan or arrangement sponsored or maintained by the Company to the extent such tax or interest penalty is imposed solely as a result of any failure of the Company to cooperate so as to comply with Section 409A of the Code with respect to such payment or benefit.

14. Severability; Modification. All provisions of this Agreement are severable from one another, and the unenforceability or invalidity of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement, but such remaining provisions shall be interpreted and construed in such a manner as to carry out fully the intention of the parties. Should any judicial body interpreting this Agreement deem any provision of this Agreement to be unreasonably broad in time, territory, scope or otherwise, it is the intent and desire of the parties that such judicial body, to the greatest extent possible, reduce the breadth of such provision to the maximum legally allowable parameters rather than deeming such provision totally unenforceable or invalid.

15. Confidentiality. The Executive acknowledges that Executive has previously entered into, and continues to be bound by the terms of, the Confidentiality and Non-Solicitation Agreement, dated May 28, 2013, with the Company.

16. Agreement Not an Employment Contract. This Agreement shall not be deemed to constitute or be deemed ancillary to an employment contract between the Company and the Executive, and nothing herein shall be

deemed to give the Executive the right to continue in the employ of the Company or to eliminate the right of the Company to discharge the Executive at any time.

17. Limited Release. The Company's obligation to provide severance payments and benefits to Executive under this Agreement is expressly contingent upon the Company's receipt no later than sixty (60) days after the Date of Termination of an executed and non-revocable Limited Release in a form customarily utilized by the Company for such matters (the "Limited Release"). The Company will have no obligation to provide severance payments or benefits to Executive in the event that Executive (i) does not deliver to the Company an executed and non-revocable Limited Release, or (ii) does deliver an executed and non-revocable Limited Release to the Company, but Executive breaches any representation, warranty or covenant of the Limited Release after delivery. Furthermore, the Company will be entitled to accrue and withhold any severance payment or benefits otherwise due during any period prior to submission of the Limited Release or in which the Limited Release is revocable (in whole or in part) by Executive, provided that any such withheld payments will promptly be remitted to Executive, and severance benefits reimbursed, when the Release Agreement becomes irrevocable. To the extent such sixty (60) day period extends over more than one calendar year, no severance payments will be payable or benefits provided until the subsequent calendar year, notwithstanding the foregoing.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

MiMedx Group, Inc.

By: _____
Its Chief Executive Officer

EDWARD J. BORKOWSKI

Executive _____

Exhibit 10.2

CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

THIS AGREEMENT is made by and between MiMedx Group, Inc., (the "Company") and _____ ("Employee"). In consideration of the employment or continued employment of the Employee and the salary and other remuneration and benefits paid by the Company to the Employee while Employee is employed by the Company, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree:

1. Definitions.

- (a) "Business" means the business of an integrated developer, processor and/or marketer of (i) collagen based biomaterials and products, (ii) bioimplants processed from human amniotic membrane, (iii) other amnion-based products, (iv) tissue regeneration products, and (v) other current or future products developed, manufactured or marketed by the Company.
- (b) "Customer of Company" means a physician practice, physician, hospital, or any other person and/or entity that utilizes the products of the Company or procures the Company's products for utilization by others.
- (c) "Material Contact" means the contact between Employee and each Customer or potential Customer of the Company: (i) with whom or with which Employee dealt on behalf of the Company in an effort to initiate, maintain or further a business relationship between the Company and the Customer or potential Customer; (ii) whose dealings with the Company were coordinated or supervised by Employee; (iii) about whom Employee obtained confidential information in the ordinary course of business as a result of Employee's association with the Company; or (iv) who receives products or services authorized by the Company, the sale or provision of which results or resulted in compensation, commissions, or earnings for Employee within the last two (2) years of Employee's employment with the Company.
- (d) "Confidential Information" means (i) all non-public information in any form or media, whether oral, written, graphic, machine readable, sample form, or other tangible media, or in information storage and retrieval systems concerning the Company, its parent and the other subsidiaries of its parent relating to their respective businesses, operations, personnel, properties or finances which Employee learns of, receives knowledge of or access to, or develops or obtains from examination, testing or analysis, at any time in connection with Employee's employment with the Company; (ii) all tangible reproductions or embodiments of the information described in (i); (iii) all notes, analyses, compilations, studies, interpretations or other documents, and all copies thereof, prepared by Employee, which contain, reflect or are based upon, in whole or in part, any of the information described in (i). Confidential Information includes, but is not limited to, data, reports (including, but not limited to, weekly task list reports and clinical research reports), analyses (including, but not limited to, analyses of competitive products and potentially competitive emerging technologies), matrices, notes, interpretations, protocols, forecasts, testing, methods and analysis of test results, records, models (including, but not limited to, the models of studies performed), documents, agreements, business plans, budgeting information, customer lists, the identity of and information relating to suppliers, business partnerships and acquisition targets, financial statements and other financial information of the Company and its customers or suppliers, know-how, strategic or technical data, research (primary and basic), clinical trial data and outcomes, technology (including without limitation all processing, manufacturing and related technology), designs, developments, inventions, data and any components thereof, whether or not copyrightable, intellectual property and trade secrets, whether or not patented or patentable, patent programs and strategies, sales and marketing data, marketing research data, marketing strategies, marketing materials (including, those in draft form), product information (including, but not limited to, the composition and structure of products, manufacturing processes for products, histology of products, biologic activity of products, internal opinions on the efficacy of products, and research team conclusions on products), product research and development data, sample product information, information discussed during lab meetings, software programs (including source code), pricing information and strategies, information provided by third parties which the Company has a duty to protect from disclosure.
- The term "Confidential Information" does not include, however, Information which (a) is or becomes generally available to the public other than as a result of a breach of this Agreement by Employee; or (b) Employee can show was within Employee's possession prior to Employee being furnished by or on behalf of the Company, provided that the Information was not provided to Employee in violation of a confidentiality agreement or other contractual, legal or fiduciary obligation of confidentiality owed to the Company; or (c) was received by Employee from a third party owing no duty to the Company and having the legal right to transmit the same; or (d) is explicitly approved for release by written authorization of the Company.
- (e) "Trade Secrets" means Confidential Information which meets the additional requirements of the Georgia Trade Secrets Act of 1990 (the "Act") or similar state law, as applicable, or the Defend Trade Secrets Act of 2016.

2. Employment.

(a) Employee agrees to faithfully perform the duties assigned to Employee, and will not engage in any other employment or business activity while employed by Company which would interfere with Employee's full-time performance of Employee's duties for Company, or cause a conflict of interest. While Employee is employed by the Company, Employee: (i) owes a duty of good faith and loyalty to the Company, (ii) shall devote Employee's full business time, energy and skill to the Business, and (iii) shall not: (A) become associated with or affiliated with any other business or entity which is the same as or essentially the same as the Business, (B) prepare or otherwise make arrangements to compete with the Business, and (C) sell other products, whether or not competitive, to customers who do or could purchase our products while employed.

(b) Employee covenants that Employee is not subject to any agreements with a prior employer restricting Employee's ability to work for Company. Employee further covenants that Employee does not possess any property, confidential information or trade secrets belonging to any prior or existing employer for use on behalf of Company, including, but not limited to, originals or copies of any contracts, agreements, financial books, records, client lists, memoranda, data, reports, programs, software, tapes, contact lists (including, but not limited to, those in Outlook or other electronic databases, including smartphones), letters, research, listings, programming or any other instruments, records or documents belonging to any former employer. Employee agrees to abide by all of the Company's policies and procedures, which may be amended from time to time.

(c) Prior to the end of his employment with all former employers, Employee did not solicit any clients or take any other action in violation of any former employer agreement or in violation of any other legal or contractual duty owed to any former employer, including any fiduciary duty or duty of loyalty to any former employer. For so long as Employee is an employee of Company, and bound by any term, provision or covenant of any former employer agreement, Employee will (i) abide by every term, provision and covenant of all such former employer agreements, (ii) take no action that would result in a breach of a representation or warranty under any former employer agreement, and (iii) take no action that would result in Company being liable to any former employer of Employee for any reason.

(d) Nothing in this Agreement will be construed as constituting a commitment, guarantee, agreement or understanding of any kind or nature that the Company will continue to employ Employee, nor will this Agreement affect in any way the right of the Company to terminate the employment of Employee at any time and for any reason whatsoever. By Employee's execution of this Agreement, Employee acknowledges and agrees that Employee's employment with the Company is "at will". No change of Employee's duties as an employee of the Company will result in, or be deemed to be, a modification of the terms of this Agreement.

3. Duty of Confidentiality and Use Restrictions Relating to Confidential Information.

(a) Employee shall (i) hold all Confidential Information in trust and confidence and not, directly or indirectly, divulge, publish or disclose the Confidential Information, whether it is tangible or intangible, to (A) any third party, or (B) any employee or contractor of the Company not authorized to access the Confidential Information, without prior written consent of the Company; (ii) not copy or remove from the Company offices any Confidential Information or Trade Secrets without prior written consent of the Company; and (iii) not use the Confidential Information for Employee's personal benefit or for the benefit of any third party, except as otherwise required pursuant to valid judicial order, provided Employee shall provide prompt written notice of such order to, and shall use Employee's best efforts to cooperate with, the Company to obtain a protective order or other remedy to ensure that confidential treatment will be afforded such Confidential Information. Employee's obligations under this Section 3 as it relates to Confidential Information that is a trade secret under the Act shall apply as long as the Confidential Information remains a trade secret under the Act, and Employee's obligations under this Section 3 as it relates to Confidential Information that does not constitute trade secrets under the Act shall apply for three (3) years or as long as the Confidential Information remains confidential, whichever is shorter.

(b) Notwithstanding anything herein to the contrary, the term "Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of a breach of this Agreement by Employee; or (ii) Employee can show was within Employee's possession prior to its being furnished by or on behalf of the Company, provided that the information was not provided to Employee in violation of a confidentiality agreement or other contractual, legal or fiduciary obligation of confidentiality owed to the Company; or (iii) was received by Employee from a third party owing no duty to the Company and having the legal right to transmit the same; or (iv) is independently developed by Employee without the aid, application or use of the Confidential Information; or (v) is explicitly approved for release by written authorization of the Company.

(c) Notwithstanding Employee's obligations under this Section 3 not to disclose Confidential Information, nothing in this Agreement prohibits Employee from disclosing information in confidence to a government official or to an attorney for the sole purpose of reporting or investigating a suspected violation of the law. Similarly, nothing in this Agreement prohibits Employee from disclosing information in a complaint or other court filing, if and only if such filing is made under seal.

3. Company Property and Information. Employee agrees and acknowledges that all papers, records, data, notes, drawings, files, documents, and other materials, including all copies of such materials, relating to the Employee's employment services or the business of the Company that Employee possesses or creates as a result of or during Employee's employment by the Company, whether or not confidential, as well as all Company-issued equipment vehicles, keys, devices, computers, cell phones and hand-held communication devices, pagers, and data and information storage and retrieval devices are the sole and exclusive property and information of the Company and that the Company has not conveyed any ownership interest in any such items to Employee. Employee agrees to return all of the Company's property and information (i) within three (3) days following the end of Employee's employment with the Company for any reason, or (ii) immediately upon the Company's written request to Employee. To the extent Employee maintains property and information belonging to Company in electronic form on any computers or other electronic devices owned by Employee, Employee agrees to delete all such information fully and finally within three (3) days following the end of employment with Company for any reason, and, if requested by Company, to confirm the fact of such deletion in writing.

4. Non-Solicitation Covenant. While employed by the Company and for a period of twelve (12) months following the end of employment for any reason, Employee will not directly or indirectly solicit or attempt to solicit any business from any of the Customers or actively sought potential Customers with whom Employee had Material Contact during the last two (2) years of Employee's employment with the Company, for purposes of providing any products or services competitive with those provided by the Company. It is understood by the Employee that (i) the Company has attempted to limit Employee's right to solicit Customers only to the extent necessary to protect the Company from unfair competition during the twelve (12) months following the end of employment, and (ii) the purpose of these covenants and promises is (and that they are necessary) to protect the Company's legitimate business interests, and to protect and retain (and to prevent Employee from unfairly and to the detriment of the Company utilizing or taking advantage of) those substantial contacts and relationships (including those with Customers of the Company) which Employee may establish due to Employee's employment with the Company.

3. Non-Recruitment of Company Employees. While employed by the Company, and for a period of twelve (12) months following the end of employment for any reason, Employee will not directly or indirectly solicit or attempt to solicit any employee of the Company, its parent or other subsidiaries of its parent for the purpose of encouraging, enticing, or causing the employee to terminate employment with the Company, or hire or engage the services of such employee, to provide products or services that are competitive with those provided by the Company.

4. Reasonableness of Restrictions. Employee agrees and acknowledges that the restraints imposed upon Employee under Sections 5 and 6: (i) are reasonable, (ii) do not and would not impose an undue economic hardship upon Employee, (iii) are necessary for the reasonable and proper protection of the Company and the Business,

5. Employee Acknowledgments.

(a) Employee agrees that the Company is engaged in the highly competitive business of an integrated developer, processor and/or marketer of (i) collagen based biomaterials and products, (ii) bioimplants processed from human amniotic membrane, (iii) other amnion-based products, (iv) tissue regeneration products, (v) human allograft including skin and bone graft products, and (vi) other existing or future products developed, manufactured or marketed by the Company (the "Business").

(b) The restrictive covenant set forth below in Section 2 is essential for the Company to protect its: (i) trade secrets (as defined by the Georgia Trade Secrets Act of 1990, or similar state law, or the Defend Trade Secrets Act of 2016); (ii) valuable confidential information; (iii) substantial relationships with specific prospective or existing customers; (iv) customer good will associated with (A) the Business, including, but not limited to, by way of trade name, trademark, service mark, or trade dress, (B) a specific geographic location; or (C) a specific marketing or trade area; or (v) extraordinary or specialized training.

(c) Employee: (i) by reason of the Company's investment of time, training, money, trust, exposure to the public, or exposure to customers, vendors, or other business relationships during the course of Employee's employment with the Company will attain a high level of influence or credibility with the Company's customers, vendors, or other business relationships; or (ii) by reason of working for the Company, will be in possession of selective or specialized skills, learning, or abilities, or customer contacts or customer information, or confidential information.

6. Choice of Law and Forum Selection. All provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without reference to principles of conflict of laws. Any lawsuit, claim, or other legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the federal or state courts located in or covering Cobb County Georgia, and the Employee and the Company hereby submit to the personal jurisdiction and venue of the state and federal courts located in or covering Cobb County Georgia. In the event Company is the prevailing party in any such proceeding, the Employee shall reimburse the Company for the costs (including reasonable attorney's fees) incurred by the Company in such proceeding.

7. Construction of Agreement. The covenants contained herein shall be presumed to be enforceable, and any reading causing unenforceability shall yield to a construction permitting enforcement. If any single covenant or clause shall be found unenforceable, it shall be severed and the remaining covenants and clauses enforced in accordance with the tenor of the Agreement. In the event a court should determine not to enforce a covenant as written due to overbreadth, whether due to too great a period of time, too large a territory, or too broad a scope of prohibited activities, the covenant shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law.

8. Successors. This Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns and the Employee, Employee's heirs, executors and administrators.

NON-COMPETITION AGREEMENT

THIS AGREEMENT is made by and between MiMedx Group, Inc., (the "Company") and Name ("Employee"). In consideration of the employment or continued employment of the Employee and the salary and other remuneration and benefits paid by the Company to the Employee while Employee is employed by the Company, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree:

1. Employee Acknowledgments

- (a) The Employee agrees that the Company is engaged in the highly competitive business of an integrated developer, processor and/or marketer of (i) collagen based biomaterials and products, (ii) bioimplants processed from human amniotic membrane, (iii) other amnion-based products, (iv) tissue regeneration products, and (v) other existing or future products developed, manufactured, marketed, authorized, offered or provided by the Company (the "Business").
- (b) The restrictive covenant set forth below in Section 2 is essential for the Company to protect its: (i) trade secrets (as defined by the Georgia Trade Secrets Act of 1990, or similar state law, or the Defend Trade Secrets Act of 2016); (ii) valuable confidential information; (iii) substantial relationships with specific prospective or existing customers; (iv) customer good will associated with (A) the Business, including, but not limited to, by way of trade name, trademark, service mark, or trade dress, (B) a specific geographic location; or (C) a specific marketing or trade area; or (v) extraordinary or specialized training.
- (c) Employee: (i) by reason of the Company's investment of time, training, money, trust, exposure to the public, or exposure to customers, vendors, or other business relationships during the course of Employee's employment with the Company will attain a high level of influence or credibility with the Company's customers, vendors, or other business relationships; or (ii) by reason of working for the Company, will be in possession of selective or specialized skills, learning, or abilities, or customer contacts or customer information, or confidential information.
- (d) In the course of Employee's employment with the Company, Employee has done or will do one or more of the following (i) customarily and regularly solicit for the Company customers or prospective customers; (ii) customarily and regularly engage in making sales or obtaining orders or contracts for products or services to be performed by others; (iii) perform the following duties: (A) have a primary duty of managing the Company or a customarily recognized department or subdivision of the Company; (B) customarily and regularly direct the work of two or more other employees; or (C) have the authority to hire or fire other employees or have particular weight given to suggestions and recommendations as to the hiring, firing, advancement, promotion, or any other change of status of other employees; or (iv) perform the duties of a key employee or professional, as such terms are defined under the Georgia Restrictive Covenants Act.

2. Non-Competition

During Employee's employment with the Company and for a period of one (1) year following the termination of Employee's employment for any reason (the "Termination Date"), Employee shall not, within the Territory (as such term is defined below in Section 2 of this Agreement), either directly or indirectly, (i) provide the same or similar services, engage in the same or similar activities, or manage the same or similar services as those provided or engaged in by Employee for or on behalf of the Company within two (2) years prior to the Termination Date for any business offering products or services competitive with those offered by the Company; or (ii) serve in a general management capacity or engage in general management activities for any business offering products or services competitive with those offered by the Business.

For purposes of this Agreement, "Territory," means any state in which Employee performs services on behalf of the Company and any U.S. state in which a customer to which Employee provides services on behalf of the Company is located at any time during Employee's relationship with the Company. Employee agrees and acknowledges that as of the Effective Date, the Employee will be providing services on behalf of the Company in each of the U.S. states indicated below. The Employee further agrees and acknowledges that from time to time during the course of Employee's employment with the Company, Employee may begin to provide services in other U.S. states not indicated below in which a customer to which Employee provides services on behalf of the Company after the Effective Date, is located ("Additional States"). Upon the Employee's Termination Date, the combination of the states indicated below plus such Additional States shall form the Territory in which this Agreement is enforced. Such Additional States and the states indicated below will be limited to those in which the above-described services were provided by the Employee on behalf of the Company within two (2) years prior to the Termination Date.

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|---|---|--|--|
| <input checked="" type="checkbox"/> Alabama | <input checked="" type="checkbox"/> Indiana | <input checked="" type="checkbox"/> Nebraska | <input checked="" type="checkbox"/> Rhode Island |
| <input checked="" type="checkbox"/> Alaska | <input checked="" type="checkbox"/> Iowa | <input checked="" type="checkbox"/> Nevada | <input checked="" type="checkbox"/> South Carolina |
| <input checked="" type="checkbox"/> Arizona | <input checked="" type="checkbox"/> Kansas | <input checked="" type="checkbox"/> New Hampshire | <input checked="" type="checkbox"/> South Dakota |
| <input checked="" type="checkbox"/> Arkansas | <input checked="" type="checkbox"/> Kentucky | <input checked="" type="checkbox"/> New Jersey | <input checked="" type="checkbox"/> Tennessee |
| <input checked="" type="checkbox"/> California | <input checked="" type="checkbox"/> Louisiana | <input checked="" type="checkbox"/> New Mexico | <input checked="" type="checkbox"/> Texas |
| <input checked="" type="checkbox"/> Colorado | <input checked="" type="checkbox"/> Maine | <input checked="" type="checkbox"/> New York | <input checked="" type="checkbox"/> Utah |
| <input checked="" type="checkbox"/> Connecticut | <input checked="" type="checkbox"/> Maryland | <input checked="" type="checkbox"/> North Carolina | <input checked="" type="checkbox"/> Vermont |
| <input checked="" type="checkbox"/> Delaware | <input checked="" type="checkbox"/> Massachusetts | <input checked="" type="checkbox"/> North Dakota | <input checked="" type="checkbox"/> Virginia |
| <input checked="" type="checkbox"/> Florida | <input checked="" type="checkbox"/> Michigan | <input checked="" type="checkbox"/> Ohio | <input checked="" type="checkbox"/> Washington |
| <input checked="" type="checkbox"/> Georgia | <input checked="" type="checkbox"/> Minnesota | <input checked="" type="checkbox"/> Oklahoma | <input checked="" type="checkbox"/> West Virginia |
| <input checked="" type="checkbox"/> Hawaii | <input checked="" type="checkbox"/> Mississippi | <input checked="" type="checkbox"/> Oregon | <input checked="" type="checkbox"/> Wisconsin |
| <input checked="" type="checkbox"/> Idaho | <input checked="" type="checkbox"/> Missouri | <input checked="" type="checkbox"/> Pennsylvania | <input checked="" type="checkbox"/> Wyoming |
| <input checked="" type="checkbox"/> Illinois | <input checked="" type="checkbox"/> Montana | | <input checked="" type="checkbox"/> District of Columbia |

3. Severability

If any part or provision in this Agreement is determined to be in violation of any law, rule or regulation or otherwise unenforceable, such determination shall not affect the validity of any other part or provision of this Agreement, but such other parts or provisions shall remain in full force and effect. Each provision, paragraph, and subparagraph of this Agreement is severable from every other provision, paragraph and subparagraph and constitutes a separate and distinct covenant. If a court should determine not to enforce a covenant as written due to overbreadth, whether due to too great a period of time, too large a territory, or too broad a scope of prohibited activities, the covenant shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law. The covenants in this Agreement are independent of any other rights or obligations between the parties, and any dispute between the parties as to any such right or obligations shall not delay, preclude or otherwise limit the enforcement of any rights or obligations in this Agreement.

4. Successors

This Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and the Employee, Employee's heirs, executors and administrators.

5. Injunctive Relief

The Employee understands, acknowledges and agrees that in the event of a breach or threatened breach of any of the covenants and promises contained in this Agreement, the Company shall suffer irreparable injury for which there is no adequate remedy at law, and the Company will therefore be entitled to injunctive relief from the courts enjoining said breach or threatened breach. The Employee further acknowledges that the Company also shall have the right to seek a remedy at law as well as or in lieu of equitable relief in the event of any such breach.

6. Tolling

In the event the enforceability of any of the terms of this Agreement shall be challenged in a court of competent jurisdiction and Employee is not enjoined from breaching any of the restrictive covenants, then if a court of competent jurisdiction finds that the challenged restrictive covenant(s) is enforceable, the time periods set forth herein shall be deemed tolled upon the filing of the lawsuit challenging the enforceability of this Agreement until the dispute is finally resolved and all periods of appeal have expired.

7. Reasonableness of Restrictions

Employee warrants that the restraints imposed upon Employee under Section 2 above: (i) are reasonable, (ii) do not and would not impose an undue economic hardship upon Employee, (iii) are necessary for the reasonable and proper protection of the Company and the Business, and (iv) are reasonable in respect to subject matter, length of time and geographic area.

8. Waiver of Breach

The Company's waiver of a breach of any provision of this Agreement by the Employee does not waive any subsequent breach by the Employee, nor does the Company's failure to take action against any other employee for similar breaches operate as a waiver by the Company of a breach.

9. Entire Agreement and Modification

This Agreement represents the entire understanding between Employee and the Company on a matter addressed herein and may not be modified, changed or altered by any promise or statement of any other employee of the Company other than in a writing signed by Employee and an authorized representative of Company. This Agreement supersedes and entirely replaces any other all prior discussions, agreements, and understandings of every kind and nature, whether oral or in writing, between the parties with respect to the subject matters addressed herein. The waiver by the Company of a breach of any provision of this Agreement by any employee shall not be construed as a waiver of rights with respect to any subsequent breach by Employee.

10. Governing Law; Jurisdiction; Venue

This Agreement has been entered into under and shall be governed by the laws of the State of Georgia. The parties agree that the state and federal courts located in Cobb County, Georgia shall be the sole and exclusive jurisdiction and venue for all disputes between the parties under this Agreement. Employee hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in Cobb County, Georgia for adjudication of all disputes between the parties under this Agreement or otherwise related to the parties' relationship. Employee hereby waives any objections or defenses to jurisdiction or venue in any such proceeding before such court.

11. Employee's Status

Nothing in this Agreement will be construed as constituting a commitment, guarantee, agreement or understanding of any kind or nature that the Company will continue to employ Employee, nor will this Agreement affect in any way the right of the Company to terminate the employment of Employee at any time and for any reason whatsoever. By Employee's execution of this Agreement, Employee acknowledges and agrees that Employee's employment with the Company is "at will". No change of Employee's duties as an employee of the Company will result in, or be deemed to be, a modification of the terms of this Agreement.

12. Future Employment

For so long as the restricted period in Section 2 of this Agreement remains in effect, Employee shall provide any employers or prospective employers with a copy of this Agreement. For so long as the restricted periods in the covenants in this Agreement remain in effect, the Employee also expressly consents to the Company providing a copy of this Agreement to any of the Employee's future employers.

13. Prevailing Party

If the Company is the prevailing party in any proceeding or action at law or in equity brought by the Company to enforce or interpret the terms of this Agreement, Employee shall reimburse the Company for the costs (including reasonable attorney's fees and expert fees) incurred by the Company in such proceeding.

The parties hereto have duly executed this Agreement on the date identified below.

Employee has carefully read and understands the provisions of this Agreement and has had the opportunity to seek independent legal advice prior to signing this Agreement. Employee represents and warrants that Employee has entered into this Agreement voluntarily and after consulting with whomsoever Employee wished.

Executed this _____ day of _____, 20____.
(day) (month) (year)

MiMedx Group, Inc.

Name

By: Thornton A. Kuntz, Jr.
Senior Vice President, Administration

____ Employee Initial Page 1 of 2

EMPLOYEE INVENTIONS AND ASSIGNMENT AGREEMENT

THIS AGREEMENT is made by and between MiMedx Group, Inc. (the “Company”) and Name (the “Employee”), (together referred to as “Parties,” or individually as “Party”). In consideration of the employment of the Employee and the salary and other remuneration and benefits paid by the Company to the Employee while Employee is employed by the Company, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and effective as of the date hereof, Employee hereby agrees as follows:

1. Inventions. Employee agrees that all Subject Inventions conceived or first reduced to practice by Employee as part of, or related to, Employee’s employment by the Company, and all patent rights and copyrights in and to such Subject Inventions will become the property of the Company. Employee hereby irrevocably assigns and agrees to assign to the Company or Company’s designee, without further consideration, all of Employee’s entire right, title, and interest in and to all Subject Inventions, other than the Excluded Inventions, including, without limitation, all rights to obtain, register, perfect, and enforce patents, copyrights, and other intellectual property protection for the Subject Inventions.

2. Copyrights. Employee agrees to assign and hereby does assign to the Company all right, title and interest in and to all copyrights that Employee may have now, or in the future, in and to such Subject Works. To the fullest extent possible, the Subject Works shall be deemed a “work made for hire” for the purposes of U.S. Copyright Act, 17 U.S.C. § 101 *et seq.*, as amended. In addition, to the extent that Employee has any right of attribution and/or integrity in or to any specific portion of the Subject Works under the laws of the United States of America (including but not limited to 17 USC 106A) or any foreign country, Employee hereby waives (a) any right to prevent the distortion, mutilation, modification or destruction of the original art and (b) any right to require that Employee’s name be used in association with that specific portion of the Subject Works or with any work based thereon. The waiver specified by this Section 4 shall be for the benefit of the Company and shall survive the expiration or termination for any reason of Employee’s employment by the Company.

3. License. To the extent that the Company’s use or exploitation of the Subject Inventions or Subject Works made or contributed by Employee hereunder may require a license from Employee under any other proprietary rights held by Employee, Employee hereby grants the Company a fully-paid, royalty-free, non-exclusive, perpetual, worldwide license, with unlimited right to sublicense, to make, use, sell, copy, modify, prepare derivative works of, publish, distribute, perform, display and otherwise exploit such Subject Inventions or Subject Works. The Company may freely transfer or assign its rights generally in the Subject Inventions or Subject Works.

4. Invention Disclosure. Employee will disclose promptly and in writing to the Company, all Inventions and Works which Employee has conceived, made, will make or have reduced or will reduce to practice as part of, or related to, Employee’s employment by the Company; and Employee will make such disclosures in a form that will allow the Company to determine if any such Inventions or Works are Subject Inventions or Subject Works as applicable. Employee hereby represents to the Company that, except in relation to the Excluded Inventions, Employee owns no Inventions, patent registrations or applications, or copyright registrations or applications, individually or jointly with others.

5. Cooperation in Patent and Copyright Applications and Ownership Rights. Employee agrees that should the Company elect to file an application for patent or copyright protection, either in the United States, or in any foreign country, on a Subject Invention or Subject Work of which Employee is or was an inventor, creator or author, Employee will execute all necessary truthful papers, including formal assignments to the Company relating to such patent and/or copyright applications and provide all such cooperation and assistance as is reasonably required for the orderly prosecution of any such applications or assignments. Employee further agrees that he or she will execute and deliver to the Company, its successors and assigns, any assignments and documents the Company requests for the purpose of establishing, evidencing, and enforcing or defending its complete, exclusive, perpetual, and worldwide ownership of all right, title, and interest of every kind and nature, in and to a Subject Invention or Subject Work, and Employee constitutes and appoints the Company as his or her agent and attorney-in-fact to execute and deliver any such assignments or documents, including applications for patent or copyright protection, this power and agency being coupled with an interest and being irrevocable. Employee’s obligations under this Section 5 shall continue during the term of the Employee’s employment with the Company and shall survive the termination or expiration for any reason or no reason of the Employee’s employment with the Company.

6. Representations and Prior Agreements. Employee represents and warrants to the Company that no provision of any agreement by which Employee is bound (i) prohibits or in any way restricts Employee’s employment by the Company or (ii) requires Employee to assign or otherwise transfer to any person or entity, other than the Company, any Work or Invention created, conceived or first reduced to practice by Employee as part of or related to Employee’s provision of employment services. In addition, Employee represents and warrants to the Company that (a) Employee will not use any Trade Secrets of any third party in Employee’s provision of employment services and the Subject Inventions and (b) except as otherwise agreed to in writing by the Company, the Subject Works will contain only original Inventions and Works conceived, developed and reduced to practice by Employee.

7. Agreements With Third Parties. Employee acknowledges that the Company from time to time may have agreements with other persons which impose obligations or restrictions on the Company regarding Inventions or Works made during the course of work under such agreements or regarding the confidential nature of such work. Employee agrees to be bound by all such obligations or restrictions and to take all action necessary to discharge the obligations of the Company thereunder.

8. Employee Indemnification. Employee hereby agrees to defend, indemnify and hold harmless the Company and its officers, directors, employees and shareholders, from and against any and all claims and liabilities and any and all damages, costs, expenses and reasonable attorneys’ fees incident thereto, (i) for property damage, death or bodily injury suffered by any person arising from any neglect, act or omission or willful misconduct of Employee; (ii) related to or arising from Employee’s failure to perform or any other breach of the obligations set forth above for Employee and (iii) any breach of the warranties and representations made by Employee in Section 7 above.

9. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and by any one or more of the following means: (i) if mailed by prepaid certified mail, return receipt requested, at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, such notice shall be deemed to have been received on the date shown on the receipt; (ii) if telecopied, such notice shall be followed forthwith by letter by first class mail, postage prepaid, and shall be deemed to have been received on the next business day following dispatch by telecopy and acknowledgment of receipt by the recipient’s telecopy machine; (iii) if delivered by hand, such notice shall be deemed effective when delivered; or (iv) if delivered by national overnight courier, such notice shall be deemed to have been received on the next business day following delivery to such courier. All notices and other communications under this Agreement shall be given to the Parties hereto at the following addresses:

If to the Company:

MiMedx Group, Inc.
1775 West Oak Commons Ct., NE
Marietta, GA 30062
Attn: General Counsel
Facsimile: (770) 590-3567

If to Employee:

10. Choice of Law and Forum Selection. All provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without reference to principles of conflict of laws. Any lawsuit, claim, or other legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the federal or state courts located in or covering Cobb County Georgia, and the Employee and the Company hereby submit to the personal jurisdiction and venue of the state and federal courts located in or covering Cobb County Georgia. In the event Company is the prevailing party in any such proceeding, the Employee shall reimburse the Company for the costs (including reasonable attorney's fees) incurred by the Company in such proceeding.

11. Injunctive Relief. Employee understands, acknowledges and agrees that in the event of a breach or threatened breach of any of the covenants and promises contained in this Agreement, the Company shall suffer irreparable injury for which there is no adequate remedy at law, and the Company will therefore be entitled to injunctive relief from the federal or state courts located in or covering Cobb County Georgia enjoining said breach or threatened breach. The existence of any claim or cause of action by Employee against the Company, including any dispute relating to the termination of this Agreement, shall not constitute a defense to enforcement of the covenants and promises contained herein by injunction. Employee further acknowledged that the Company also shall have the right to seek a remedy at law as well as or in lieu of equitable relief in the event of any such breach.

12. Miscellaneous. In the event of any breach or threatened breach of this agreement Employee agrees that money damages alone would not be a sufficient remedy, and, accordingly, the Company shall be entitled to preliminary and permanent injunctive relief and specific performance to enforce the provisions of this Agreement without being required to show any actual damage or to post any bond or other security, but nothing herein shall preclude the Company from pursuing any action or other remedy for any breach or threatened breach of this Agreement.

This Agreement will be binding upon Employee and inure to the benefit of the Company and its respective successors and assigns. Employee may not assign Employee's duties and obligations hereunder. Any Section of this Agreement whose terms, conditions or obligations have not been, or cannot be, fully performed prior to the termination or expiration of this Agreement for any reason shall survive such termination or expiration of this Agreement, along with all definitions required by such Section. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this Agreement.

This Agreement constitutes the entire agreement between the Company and Employee with respect to the subject matter of this Agreement and supersedes all previous agreements between the Company and Employee relating to the subject matter of this Agreement. No provision of this Agreement shall be deemed waived, amended or modified by the Company, unless such waiver, amendment or modification is made in writing and signed by the Company and Employee.

13. Definitions. Unless otherwise expressly provided herein or unless the context otherwise requires, the following terms shall be defined as follows:

"Excluded Invention" means any Invention listed on Exhibit "A" of this Agreement that existed prior to Employee's employment by the Company and would be a Subject Invention if such Invention was or is made during Employee's employment by the Company.

"Invention" means any idea, discovery, whether or not patentable, including, but not limited to, any useful process, method, formula, technique, machine, manufacture, composition of matter, algorithm or computer program, as well as improvements thereto, which is new or which Employee has a reasonable basis to believe may be new.

"Subject Invention" means any Invention which is conceived by Employee alone or in a joint effort with others and which indirectly or directly results from Employee's employment by the Company.

"Subject Work" means any Work which is conceived by Employee alone or in a joint effort with others and which indirectly or directly results from Employee's employment by the Company.

"Work" means a copyrightable work of authorship, including without limitation, any technical description for products, user's guides, illustrations, advertising materials, computer programs (including the contents of read only memories) and any contribution to such material.

14. Acknowledgement. Employee understands that this Agreement, as a condition of Employee's retention by the Company, (a) contains an assignment of certain patent rights, copyrights and related rights to inventions and works of authorship that Employee conceives while providing services to the Company, (b) may affect Employee's rights to inventions and works of authorship owned by Employee at the time Employee's employment by the Company commences, and (c) imposes upon Employee certain confidentiality restrictions with respect to Confidential Information and Trade Secrets belonging to the Company. Employee has read this Agreement carefully and has been given the opportunity to have this Agreement reviewed by Employee's legal counsel before signing.

Employee has carefully read and understands the provisions of this Agreement, and has the opportunity to seek independent legal advice prior to signing the Agreement. Nothing contained in this Agreement creates a contractual right to employment for a definite term, and either Party may terminate the employment subject to this Agreement with or without cause at any time, and for any reason, including no reason. Employee represents and warrants that Employee has entered into this Agreement voluntarily and after consulting with whomsoever Employee wished, intending to be legally bound.

Executed this ___ day of __, __.
(day) (month) (year)

MiMedx Group, Inc.

Name

By: Thornton A. Kuntz, Jr.
Senior Vice President, Administration

**Excluded Inventions, Improvements, and
Original Works of Authorship**

Title

Date

Identifying Number
or Brief Description

_____ Employee Initial

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