

March 2, 2022

CONFIDENTIAL

Delivered by E-mail

Alexander Bartella
Toronto, Ontario

alex.bartella@hotmail.com

Dear Alexander:

Re: Offer of Employment and Ancillary Agreements

We are pleased to deliver this letter confirming our offer of employment to you in the role of Engineering Intern with Mircom Technologies Ltd. ("**Mircom**" or the "**Company**"), located at 25 Interchange Way, Vaughan, ON, L4K 5W3. You will report directly to Jason Falbo, Chief Technology Officer. As the business of the Company develops and evolves, your role and reporting relationship may change from time to time, in which case you will be notified accordingly.

Your anticipated start date is May 16, 2022. If you accept this offer of employment, your employment term will be from May 16, 2022 to August 19, 2022.

Your base compensation will consist of an hourly rate of **sixteen dollars (\$16.00)**, on a bi-weekly basis in accordance with Mircom's regular payroll practices. All dollar amounts noted in this offer are in Canadian dollars.

As an employee on a temporary contract, you will not be eligible for vacation time or company benefits. Employees working under a temporary agreement are entitled to vacation pay calculated at four (4) percent of their gross annual earnings.

It is always difficult to address the issue of termination of employment; however, it is important to ensure everyone has the same expectations and understanding. You acknowledge and agree that this Agreement and your employment may be terminated as follows:

(a) Willful Misconduct, Disobedience, Neglect of Duty

The Company has the right, at any time, to terminate your employment under this Agreement if it is determined that you are guilty of willful misconduct, disobedience or willful neglect of duty that is not trivial and has not been condoned by Mircom or for just cause, in which case you shall be provided with any outstanding wages and vacation pay but shall have no entitlement to any notice or pay in lieu thereof, severance pay or continuation of benefit plan participation, save and except where required to comply with the minimum requirements, if any, under the Ontario *Employment Standards Act, 2000*, as amended from time to time.

(b) Without Cause

Canada / International: **Mircom Technologies Ltd.** | 25 Interchange Way | Vaughan (Toronto), ON L4K 5W3 | Tel: 905.660.4655 | Fax: 905.660.4113

U.S.A.: **MGC Systems Corp.** | 4575 Witmer Industrial Estates | Niagara Falls, NY 14305 | Tel: 888.660.4655 | Fax: 888.660.4113

www.mircom.com

This agreement and your employment will terminate at the end of the stated period, without any additional notice, payment in lieu thereof or severance pay. In the event that the Company terminates the employment relationship before the end of your contract, termination notice or pay will be based on the schedule in the *Employment Standards Act* of Ontario. You shall receive all benefits or other entitlements that you may be entitled to at the time of termination for the full notice period as specified by the *Employment Standards Act*. At no time will you receive less or more than the entitlements specified under the *Employment Standards Act*. You acknowledge and agree that the above noted payments made in lieu of notice and the above noted terms are in complete satisfaction of all contractual, statutory, or common law notice requirements at law or equity. You hereby waive any claim to further notice or compensation and you agree that the foregoing notice period(s) are deemed conclusively to be reasonable notice of termination.

(c) End of Contract Period

You acknowledge that you are being offered employment with the Company on a temporary basis and have been given sufficient notice that this employment agreement with Mircom will terminate on **August 19, 2022**. Upon the expiration of this agreement, you acknowledge that your employment will terminate without any additional notice or payment in lieu thereof or any further compensation either by way of anticipated earnings or damages of any kind.

(d) Resignation

If you voluntarily terminate your employment with the Company, you agree to provide the Company with two (2) weeks' notice of your resignation (the "Resignation Notice Period"). You acknowledge that the Company will suffer damages by your failure to provide at least the notice as required herein.

(e) Temporary Layoffs

You also understand and agree that the Company has the right to implement temporary layoffs as business needs dictate and as permitted by the Ontario *Employment Standards Act, 2000*, and that such a temporary layoff does not constitute a termination of employment under this agreement.

This offer is conditional upon your acceptance of the terms outlined in Mircom's '*Schedule A Non-Disclosure, Non-Solicitation and Non-Competition*'. A copy is enclosed, and you should read it thoroughly as you are required to sign it as part of your acceptance of this offer.

This offer of employment is also conditional upon Mircom being satisfied with its background security check for you, which may include but is not limited to a criminal record check, reference checks, employment verification and education verification.

The terms and conditions of this Agreement shall govern the parties, regardless of the length of employment or any changes to the Employee's position, compensation and title, regardless of whether such change is material or otherwise.

If any provision or part of any provision in the agreement is void for any reason, it shall be severed without affecting the balance of this agreement.

During the term of your employment, you shall devote the whole of your time, attention and ability to the performance of your duties and responsibilities and shall use your best efforts to promote the interests of Mircom. You shall not accept employment, or engage in self-employment, with any other individual, firm, corporation or agency of government at any time during the term of your employment which the Company deems

will interfere or conflict with your duties to Mircom. You will be required to disclose any full or part-time employment, self-employment, contractor services, freelancing or any other business activity during your employment with Mircom. The Company will consider several factors, including any potential conflict of interest, to determine if you can continue this relationship during your employment with Mircom.

You also agree to abide by the rules and policies that are presently in force or that Mircom may implement or revise from time to time, including without limitation policies concerning confidential information, disclosure, internet use, harassment and business expenses.

In your position you will have access to and receive disclosure of trade secrets or confidential or proprietary information. To assure the confidentiality of such trade secrets and confidential or proprietary information, you agree that you will hold in confidence, and not disclose to anyone outside of Mircom any of our trade secrets, confidential or proprietary information, or similar information that you may receive from us with respect to Mircom or any of our clients or prospective clients. Your non-disclosure obligation includes the terms of your employment set out in this offer letter. Your non-disclosure, non-solicitation and non-compete covenants are detailed in the attached Schedule "A". This document is incorporated into your offer letter by reference and forms an integral part of it.

Please note that the conditions of this offer letter are specific to you and, therefore, Mircom requests that the terms be held in the strictest confidence.

Employment at Mircom is conditional upon (1) your signing and delivering to Mircom, prior to your first day of employment with Mircom, a signed copy of this offer letter together with a signed copy of the Schedule "A" (2) satisfactory background check, and verification of your prior employment, education and references, and (3) ability to legally work in Canada at the time of the offer, and for the duration of your employment with Mircom.

It is implied that all information provided to Mircom during interviews and through résumés, applications and other submitted documentation constitutes true and factual data.

If you have any questions about this offer letter, please contact me immediately so that we can review specific terms together. Mircom strongly recommends that you have your lawyer review these terms and conditions including Schedules "A". Any changes to this offer letter must be in writing and signed by Mircom. We both acknowledge that there are no oral agreements between us and that once Mircom and you sign this offer letter, the offer letter will supersede any prior agreements whether written or oral. The terms of our agreement cannot be amended by any means, unless it is signed in writing by you and an authorized representative of the Company.

If you agree with these terms, please sign below and return a signed copy of this offer letter to Human Resources by **March 7, 2022**, failing which you will be deemed to have declined this offer.

We look forward to having you join the Mircom team!

Best Regards,
Mircom Technologies Ltd.

Jason Falbo
Chief Technology Officer

Encl.

I, Alexander Bartella, having been afforded an opportunity to obtain independent legal advice, having reviewed this offer of employment and understanding its terms and conditions, accept the offer of employment on this 6th day of March, 2022:

WITNESS:



Witness Name: Jacqueline Leung



Alexander Bartella

SCHEDULE "A"

Mircom Technologies Ltd. Non-Disclosure, Non-Solicitation and Non-Competition

This Agreement is made as of this 6 day of March, 2022, by Alexander Bartella ("Employee") and Mircom Technologies Ltd. (together with its present and future subsidiaries and affiliates, "**Mircom**" or the "**Company**"), with its head office located at 25 Interchange Way, Vaughan, ON, L4K 5W3. In consideration of employment by Mircom of the Employee and the compensation to be paid by Mircom to the Employee now and hereafter, Mircom and Employee agree as follows:

1. Confidential Information:

- a) Confidential Information is a Valuable Company Asset. Mircom's Confidential Information (defined below) is a valuable, special and unique asset of Mircom's business, access to and knowledge of Mircom's legitimate business interests that the confidentiality of all Confidential Information be preserved. Use or reliance on the Confidential Information by or on behalf of any other business or commercial activity in competition with Mircom could result in irreparable harm to Mircom.
- b) Non-Disclosure Obligation. Employee agrees to hold in strict confidence, and not to use, except for the benefit of Mircom, or to disclose to any person, firm or corporation without written authorization of Mircom's directors, any Confidential Information of Mircom, and such agreement with respect to Confidential Information shall remain in effect at all times during the term of his or her employment and at any time thereafter.
- c) "Confidential Information" Defined. Employee understands that "Confidential Information" means any and all information and knowledge regarding the Business of Mircom which the Employee assimilates or to which the Employee has access during his or her employment with Mircom including, but not limited to, information about Mircom proprietary methods, methodologies and disciplines, technical data, trade secrets, know-how, research and development information, product plans, products, client information, employees, employee lists, books and records of Mircom, corporate relationships, suppliers, markets, computer software, computer software development, inventions, processes, formulas, technology, designs, drawings, technical information, source codes, business plans, and matters of a business nature such as information regarding marketing, recruiting, costs, pricing, finances, financial models and projections, billings or other similar business information. Employee further understands that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no act of Employee. Employee further agrees that all Confidential Information shall at all times remain the property of Mircom.
- d) Former Employer Information. Employee represents and warrants that the execution of this Agreement and performance of the Employee's obligations hereunder will not conflict with, result in the breach of any provision of, or the termination of or constitute a default under any agreement with any other person or entity of which the Employee is a party or by which the

Employee is bound. Furthermore, Employee agrees that he or she will not, during his or her employment with Mircom, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity with which Employee has an agreement or duty to keep in confidence and that Employee will not bring onto the premises of Mircom any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

- e) **Third Party Information.** Employee recognizes that Mircom has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on Mircom's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee agrees to hold all such confidential information in the strictest of confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out his or her work for Mircom.
- f) **Mircom Property.** Employee agrees that all documents, materials, software, or other media, or information of any kind concerning any matters affecting or relating, directly or indirectly, to Mircom's business, products or services, (collectively, "Media"), whether or not they contain or embody Confidential Information, and all Confidential Information are the exclusive property of Mircom. Employee agrees to exercise care in accessing, storing and disposing of Media, particularly when it includes Confidential Information. Immediately upon any termination of Employee's employment or at any time upon the request of Mircom, Employee agrees to deliver to Mircom all Media then in his or her possession or control. If the Media cannot be reasonably delivered, the Employee agrees to provide reasonable evidence that the Media have been destroyed, including but not limited to, purging or erasing any computer files or data records, provided, however that the Employee will not destroy or discard any Media without prior authorization from Mircom.

2. **Inventions:**

- a) **Inventions Retained and Licensed.** Employee has attached hereto as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which (i) were made by him or her prior to his or her employment with Mircom, (ii) which belong to him or her and (iii) which relate to Mircom's current or anticipated business, products or services (collectively referred to as "Prior Inventions"). The Prior inventions are not being assigned to Mircom hereunder. If no such list is attached, Employee represents that there are no such Prior Inventions. If in the course of his or her employment with Mircom, Employee incorporates into a Mircom product, process, client deliverable or machine a Prior Invention owned by him or her or in which Employee has an interest. (1) Mircom is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, sue copy, sublicense and sell such Prior Invention as part of or in connection with such product, process or machine, and (2) Employee shall not have any right, title or interest in or to such Mircom product, process, client deliverable or machine.
- b) **Assignment of Inventions.** Employee agrees to promptly make full written disclosure to Mircom and will hold in trust for the sole right and benefit of Mircom, and Employee hereby assigns to Mircom, or its designee, all Employees' right, title and interest in and to any and all Inventions (defined below). Employee understand and agrees that "Inventions" means any ideas, discoveries, know-how, innovations, writings, works of authorship, drawings, designs, inventions, trade secrets, business plans, developments and improvements, whether or not patentable or register able under copyright or similar laws, or reduced to practice or writing, which Employee solely or jointly conceives or develops during the period Employee is employed by Mircom or reduces to practice either during employment by Mircom or within one (1) year thereafter, and which: relate to Mircom's current or anticipated business, products, or services; or are based on


any Confidential information; or are developed (1) at or using Mircom's or a Mircom or client project's facilities, (2) in conjunction with a Mircom project, or (3) using Mircom Media or computer or communications systems.

- c) **Waiver of Rights.** The Employee waives all moral rights in the Inventions.
 - d) **Maintenance of Records.** Employee agrees to keep and maintain adequate and current written records of all Inventions made by Employee (solely or jointly with others) during the term of Employee's employment with Mircom. The records will be available to and remain the sole property of Mircom at all times.
 - e) **Patent and Copyright Registrations.** Employee agrees to assist Mircom, or its designee, at Mircom's expense, in every proper way to secure Mircom's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to Mircom of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments and all other instruments which Mircom shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Mircom, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto.
3. **Non-Solicitation of Employees.** Employee recognizes and agrees that Mircom employees must by the nature of their jobs have access to Confidential Information, that Mircom invests in its employees by making specialized training available to them and that as a professional services company. Mircom has a legitimate interest in protecting its employee relationship and in maintaining a stable workforce. During the Employee's employment with Mircom and for a period of two (2) years following the termination of his or her employment with Mircom for any reason, Employee agrees to refrain from and will not, directly or indirectly, as an independent contractor, consultant, agent, partner, joint venturer or otherwise solicit or attempt or assist another person in the solicitation of employees of Mircom, either for Employee's own business or for any other person or entity.
4. **Non-Solicitation of Clients.** Employee agrees that Mircom has a legitimate interest in protecting its client relationships. During the Employee's employment with Mircom and for a period of one (1) year following the termination of his or her employment with Mircom for any reason, Employee agrees to refrain from and will not directly or indirectly solicit, divert or take away any clients or business opportunity from Mircom or patronage any of Mircom's clients. For the purposes of this provision, Mircom clients include natural or legal persons that were contacted, solicited, supervised or served by the Employee during her or her employment, or with which Employee had contact during his or her employment.
5. **General Provisions.**
- a) **Governing Law.** This Agreement will be governed by the laws of the Province of Ontario.
 - b) **Entire Agreement. Approvals or Consents and Modifications.** The Agreement sets forth the entire agreement and understanding between Mircom and Employee relating to the subject

herein and merges and supersedes all prior discussions and agreements with respect hereto. Any subsequent change or changes in Employee's duties, role, salary or compensation will not affect the validity or scope of this Agreement. In any instance under this Agreement in which the authorization, consent or approval by Mircom is required or can be given, such authorization, consent or approval (i) may be given, withheld or conditioned in Mircom's sole discretion, and (ii) to be effective must be in writing and signed by a Chief Executive Officer, Chief Financial Officer, Executive Vice President, Senior Vice President, Vice President or Director unless specifically provided otherwise in this Agreement. No modifications of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties.

- c) **Severability.** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
- d) **Successors and Assigns.** This agreement will be binding upon Employee's heirs, executors, administrators and other legal representatives and will be for the benefit of Mircom, its successors and assigns.
- e) **Enforcement in Accordance with Law.** The parties that this Agreement will be enforced in accordance with applicable law.
- f) **Waiver of Breach.** The waiver by Mircom of a breach of the provisions of this Agreement by the Employee shall not be construed as a waiver by Mircom of any subsequent breach by the Employee.
- g) **Equitable Relief.** The Employee acknowledges and agrees that a breach of any provision of this Agreement will cause irreparable damage to Mircom, and that upon such breach, Mircom shall be entitled to equitable relief, including injunctive relief and specific performance, without the necessity of proving actual damages, and shall be further entitled to an accounting of all earnings, profit or other benefits acquired by the Employee as a result of such breach, and to any other remedy now or hereafter provided at law for such breach.
- h) **Independent Legal Advice.** The Employee confirms that he or she has been afforded an opportunity to obtain independent legal advice regarding the terms of this Agreement. Further, it is confirmed by Employee that he or she has entered this Agreement freely, voluntarily and without duress.

SIGNED on this 6 day of March, 2022.



Witness Name: Jacqueline Leung



Alexander Bartella

Mircom Technologies Ltd.

Per: _____
Jason Falbo, Chief Financial Officer