

EQUIPMENT ACCEPTANCE AND REIMBURSEMENT AGREEMENT

I, Mary Smith , hereby acknowledge, agree and understand that Leica Microsystems Inc. (hereinafter "the Company") has provided me with Company inventory, demo equipment or other tangible items (hereinafter "equipment") which are solely and exclusively for the purpose of, and necessary to, my employment with the Company. I further acknowledge, agree and understand that I have been provided with this equipment to assist me with the performance of my duties on behalf of the Company and for no other purpose; that this arrangement operates to my benefit; and that the equipment provided to me by the Company is, and remains at all times, the sole and exclusive property of the Company.

I further acknowledge, agree and understand that the equipment provided me is at all times in my control, that it is my responsibility to safely maintain and keep the equipment and that, in the event the equipment is lost or misplaced, it shall be in direct disregard of the Company's interests and due to my own negligence.

I further acknowledge, agree and understand that the equipment has been assigned to me, that the Company maintains records with respect to this equipment and that I am responsible for assisting the Company with respect to the accuracy of those records, that the Company may inventory my equipment periodically, and that the Company will conduct a final inventory of the equipment in the event that I terminate my employment with the Company.

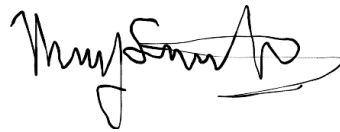
I hereby agree, consent and authorize that, in the event that the Company determines that the equipment has become lost or misplaced at any time during my employment with the Company, the Company shall deduct the full value of the lost or misplaced equipment from my compensation. I understand that compensation, as used within this paragraph and elsewhere in this Agreement, includes paychecks, commissions, accrued vacation, bonus payments, outstanding expense reimbursements and any other source ofsetofffrom amounts otherwise due me by the Company.

I also agree, consent and authorize that, in the event that I terminate my employment with the Company, I am obligated to immediately return all Company equipment to the Company. I agree, consent and authorize that, in the event i fail to immediately return the equipment to the Company because the equipment has been lost or misplaced, the Company may deduct from my final compensation the full value of the equipment.

I acknowledge, agree and understand that any deductions made by the Company for lost or misplaced equipment are made for a lawful purpose, are permitted by law and are for my benefit. I further agree to provide any necessary authorization at the time the deduction is made, to the extent that such authorization is required by state law.

In the event that the Company does not deduct from my compensation the value of lost or misplaced equipment, or in the event that the deductions are insufficient to reimburse the Company for the lost or misplaced equipment, I further acknowledge, agree and understand that I am liable to the Company for the amount owed. I agree to reimburse the Company in this amount within fifteen (15) days following demand in writing by the Company. If I fail to do so, I acknowledge, agree and understand that the Company shall be entitled to recover all of its costs of collection, court costs, legal expenses and reasonable attorneys' fees in collecting the sums due hereunder. I further agree that any suit, action or proceeding arising or relating to this Agreement may be instituted in any state or federal court in Illinois, and waive any objection which I may now or hereafter have to the laying of venue of any such suit, action or proceeding and irrevocably submit to the jurisdiction of any such court in any such suit, action or proceeding.

BY : Mary Smith

A handwritten signature in black ink, appearing to read 'Mary Smith', with a stylized flourish at the end.

Date : 5/27/2019