Dear Michael,

We’re delighted to extend this offer of employment for the position of Machine Learning Engineer with Embrace HealthWear. Please review this summary of terms and conditions for your anticipated employment with us.

**Position**. Your title will be Machine Learning Engineer (MLE), and you will report to the Company’s Analytics Team Lead. Your primary roles as an MLE will be the classification of time series data consisting of accelerometer, gyroscope, and magnetometer signals. Specifically, you will be responsible for the development of methods to extract sequences of data containing walk, jog, run, sit, stand, and other related functional activities.

**Stock Options**. Subject to the approval of the Company’s Board of Directors or its Compensation Committee, and following the adoption by the Company of an equity incentive plan, you will be granted an option to purchase shares of the Common Stock of the Company or of its parent (the “Option”).For **Part time commitment of 80 hours per month, 150,000 shares will be granted**. The exercise price per share of the Option will be determined by the Board of Directors or the Compensation Committee when the Option is granted. The Option will be subject to the terms and conditions applicable to options granted under the Company’s Stock Plan (as adopted, the “Plan”), as described in the Plan and the applicable Stock Purchase Agreement. You will be placed on a vesting cliff of 1 month, and a 36 month vesting period. After the successful completion of the cliff period, the remaining balance will vest in equal monthly installments over 35 months of continuous service, as described in the applicable Stock Purchase Agreement.

**Employment Relationship**. Employment with the Company is for 36-months of time, with negotiable future employment. Your employment with the Company will be “at will,” meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company’s personnel policies and procedures, may change from time to time, the “at will” nature of your employment may only be changed in an express written agreement signed by you and a duly authorized officer of the Company (other than you).

**Termination**. The Company reserves the right to terminate employment of any employee for just cause at any time without notice and without payment in lieu of notice. The Company will be entitled to terminate your employment for any reason other than for just cause, upon providing to you such minimum notice as required by law.

**Proprietary Information and Inventions Agreement**. Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company’s standard Proprietary Information and Inventions Agreement.

**Privacy.** You are required to observe and uphold all of the Company’s privacy policies and procedures as implemented or varied from time to time. Collection, storage, access to and dissemination of employee personal information will be in accordance with privacy legislation.

**Tax Matters.**

**Withholding**. All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.

**Tax Advice.** You are encouraged to obtain your own tax advice regarding your compensation from the Company. You agree that the Company does not have a duty to design its compensation policies in a manner that minimises your tax liabilities, and you will not make any claim against the Company or its Board of Directors related to tax liabilities arising from your compensation.

**Interpretation, Amendment and Enforcement.** This letter agreement supersedes and replaces any prior agreements, representations or understandings (whether written, oral, implied or otherwise) between you and the Company and constitute the complete agreement between you and the Company regarding the subject matter set forth herein. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorised officer of the Company.

In addition to the above conditions, you will receive a Company Bicycle (Original Value $1,200) on the first day of your employment. Ownership of the Company Bicycle will be transfer to you on December 15th, 2017 unless you have been terminated with just cause before such date.

You may indicate your agreement with these terms and accept this offer by signing and dating this agreement on or before October 20th, 2017. Upon your acceptance of this employment offer, Embrace HealthWear Inc. will provide you with the necessary paperwork and instructions.

Sincerely,

Embrace HealthWear, Inc

**Signatures:**

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Ryan Matonis (CEO)

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Date

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Applicant (Sign)

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Applicant (Print)

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Date