

EMPLOYMENT AGREEMENT

BETWEEN:

Synex Medical Inc

("Synex")

-and-

Kuanghua Qiao

(the "Employee")

WHEREAS SYNEX wishes to commence employment of the Employee with under the terms and conditions set out herein;

AND WHEREAS the Employee wishes to be employed by SYNEX under those same terms and conditions;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Effective Date

The terms and conditions of employment as set out in this Agreement will become effective on January 6, 2020

2. Position and Duties

The Employee's position will be as Electrical Engineer and the Employee will report directly to the CEO or their delegates. This is a full-time position and the employee is expected to work 40 hours per week.

The Employee agrees to devote their full working time, skill and attention to the performance of their duties and responsibilities, and will perform their duties and responsibilities faithfully, diligently and to the best of their ability.

The Employee acknowledges that SYNEX reserves the right to change, modify or alter the Employee's duties or responsibilities in accordance with SYNEX's future needs, without advance notice or other obligation, so long as such changes do not result in a material diminution of the scope or dignity of the Employee's overall duties and responsibilities.

The Employee acknowledges that their position requires access to a cellular phone to make and receive phone calls in the performance of their duties. The Employee agrees that it is their responsibility to provide a working cellular phone for this purpose, and that the cost of doing so shall be borne by the Employee.

The Employee agrees to abide by any reasonable employment policies that SYNEX has now, or may establish in the future, including any reasonable changes to same that SYNEX may make from time to time.

The duties and responsibilities outlined above are representative, but not all-inclusive, and may be reasonably changed or added to in accordance with SYNEX's needs from time to time.

2. Compensation

Base Salary

Your annual base salary will be at \$63,000 CAD, less applicable deductions and withholdings, paid on a bi-weekly basis.

The employee agrees to keep their compensation confidential and will not disclose the same to anyone other than immediate family members and professional advisors, without the express consent of SYNEX.

3. Benefits

We are currently investigating a benefits package for SYNEX. When SYNEX acquires an appropriate benefits program, we will include you as a beneficiary.

4. Vacation

The employee shall receive three (3) weeks of paid vacation each calendar year, pro-rated in his first year of employment.

The employee's vacation will be taken in accordance with the vacation schedule established by SYNEX. The employee's desired vacation time will be taken into consideration when establishing the schedule, but Synex will have the final decision regarding the scheduling of vacation.

The employee is not permitted to bank any unused vacation time without the written approval of SYNEX. For greater clarity, unused vacation time is foregone at the end of the year in which it was to be taken.

In the event that employment ends, the employee shall receive accrued vacation pay. If for some reason the employee has taken any vacation time before it has been earned, SYNEX may deduct the applicable amount from any payments owing to the employee when employment ends.

The employee agrees that paid time off in the event of office closures shall be considered to be vacation time and shall count towards same.

5. Sick Leave

The employee is entitled to 40 hours of paid sick leave in a calendar year, pro-rated in his first year of employment.

Accrued paid sick leave may not be used for purposes other than the legitimate illness or injury of the employee and cannot be converted to cash or to vacation time. Unused paid sick leave does not carry over from one calendar year to the next.

Synex retains the right to request medical certification to support the employee's use of paid sick leave.

6. End of Employment

This employment relationship is terminable:

- a) **Resignation** – The employee may resign from his employment at any time and for any reason by giving Synex two (2) weeks of notice in writing. Synex may elect to not have the employee report to work for some or all of the notice period, although the employee will still receive all of his usual remuneration during the notice period.
- b) **Death or Disability** – employment will terminate automatically in the event of his death or disability. In such event, the employee or his estate, as applicable, will be entitled to any accrued and unpaid amounts payable but not yet paid under this

agreement as of the date of the employee's death or disability. "Disability" will be deemed to occur if the employee has been unable, due to illness, disease, mental disability or similar cause, to fulfill his obligations as an employee of Synex, as determined reasonably by Synex, for more than 60 consecutive days, or for more than 90 days in aggregate during any 180 day period.

- c) ***Termination Without Cause*** – Synex may terminate employment at any time *without cause*, by providing the employee with the minimum notice or pay in lieu of notice, plus applicable statutory severance pay, that complies with the *Employment Standards Act, 2000*, as amended or replaced (the "ESA"). During the *ESA* notice period Synex will continue to provide the employee with those benefits that they enjoyed while actively employed. The employee will also receive any other entitlements to which they are entitled pursuant to the *ESA*. In no event will the employee receive less than they are entitled to pursuant to the *ESA*. The employee agrees that the notice provisions set out herein shall constitute full and final satisfaction of any claim which the employee may have arising from or relating to the termination of his employment, whether such claims arise under statute, contract, common law or otherwise.
- d) ***Termination With Cause*** – Synex may terminate the employee's employment for just cause at any time without notice, pay in lieu of notice, severance pay, or other liability. For the purposes of this Agreement, just cause includes, but is not limited to:
- a material breach of this Agreement or Synex's employment policies;
 - unacceptable performance standards;
 - theft, dishonesty or falsifying records, including providing false information as part of the employee's application for employment;
 - intentional destruction, improper use or abuse of Synex's property;
 - violence in the workplace;
 - obscene conduct at Synex's premises or during Synex-related functions at other locations;
 - harassment of co-workers, supervisors, managers, customers, clients, suppliers or other individuals associated with Synex;
 - insubordination or willful refusal to take directions;
 - intoxication or impairment in the workplace;
 - repeated, unwarranted lateness, absenteeism or failure to report for work; and
 - personal conduct that prejudices Synex's reputation, services or morale.

You hereby understand and agree that the above provisions constitute your full and final entitlement upon termination of employment. You will have no claim to any notice or payments

in excess of the entitlements set out in this Agreement or required as a minimum under applicable employment standards legislation, whichever is greater.

7. Confidentiality

The Employee agrees that their employment with SYNEX creates a relationship of confidence with respect to any information of a confidential nature that has been, and may in the future be, disclosed to the Employee by SYNEX or its directors, officers, employees, agents, representatives, advisors or any other participant in SYNEX's research activities (the "Confidential Information"). Such Confidential Information may be owned, held and/or used by SYNEX and includes, but is not limited to, trade secrets, know how, concepts, discoveries, inventions, research, technical data, processes, techniques, methods of production, formulas, ideas, drawings, modules, plans, designs, products, samples, specifications, programs, business strategies, marketing and advertising material, financial information, product plans, forecasts, personnel information, customer lists and data, domain names and other information and/or material relating to SYNEX's research activities, together with any modifications, variations and/or improvements thereto. Confidential Information includes information of a confidential nature received by SYNEX under license. Confidential Information does not include information which the Employee can show:

- a. is or subsequently becomes generally available to the public through no unauthorized act or fault of the Employee;
- b. was in the Employee's possession prior to its disclosure to the Employee by SYNEX or its directors, officers, employees, agents, representatives, advisors or any participant in SYNEX's research activities; and
- c. was lawfully acquired by the Employee from a third party who was not under an obligation of confidentiality to SYNEX or its directors, officers, employees, agents, representatives, advisors or a participant in SYNEX's research activities.

The Employee agrees that all Confidential Information is the exclusive property of i) SYNEX, or ii) Ben Nashman or another third party owner where the Confidential Information is received by SYNEX under license or other permission.

The Employee understands and agrees that disclosure of the Confidential Information would be highly detrimental to SYNEX's best interests and the Employee therefore agrees:

- a. to keep all Confidential Information in strict confidence;
- b. to take precautions to protect and maintain the confidentiality of the Confidential Information;

- c. to only disclose the Confidential Information to those authorized by SYNEX in writing to receive it, and then only on a need-to-know basis;
- d. not to disclose, publish or disseminate to any unauthorized person, at any time either during their employment or after it ends, the Confidential Information;
- e. not to remove any Confidential Information from SYNEX's premises without SYNEX's express permission;
- f. not to make improper use, either directly or indirectly, of the Confidential Information;
- g. to safeguard against unintentionally disclosing the Confidential Information (e.g., by not discussing confidential information in public or on a cell phone and by not working with the Confidential Information on a laptop in public, or transmitting such information by unsecured means);
- h. to immediately notify SYNEX of any unauthorized use or disclosure of the Confidential Information; and
- i. to immediately cease making use of the Confidential Information upon the termination of the Employee's employment for any reason.

8. Ownership and Assignment of Confidential Information

The Employee agrees that he/she will fully and promptly disclose to SYNEX all ideas, discoveries, inventions, know how, trade secrets, technology, literary works and artistic works, including, without limitation, all processes, devices, designs, drawings, specifications, formulas and any improvements or modifications to any of the foregoing (collectively "Developments") that the Employee makes, conceives, develops, authors, first reduces to practice or creates, either alone or jointly with others during the Employee's employment with SYNEX, and which:

- a. involve use of any equipment or resources of SYNEX or any Confidential Information;
- b. are suggested by, or result from any work performed as a result of the Employee's employment; or
- c. in any way relate to the existing or reasonably foreseeable scope of the business or research activities of SYNEX.

Subject to the exclusions listed above in section 11, all Developments are deemed to be Confidential Information.

The Employee agrees to keep and maintain adequate and current written records of all Developments made by the Employee (solely or jointly with others) during the term of their employment with SYNEX. The records will be in the form of lab books, notes, sketches, drawings and any other format that may be specified by SYNEX.

The Employee agrees that all Developments, including any intellectual property rights arising from the Developments, are the sole and exclusive property of SYNEX. The Employee hereby assigns to, and waives in favour of, SYNEX all rights in and to the Developments, including all intellectual property rights arising from the Developments. The Employee expressly and irrevocably waives all moral rights arising under copyright law that he/she, as author, may have with respect to any Developments involving a copyrighted work prepared by the Employee for SYNEX.

If and when requested to do so, whether during or after the termination of their employment, the Employee will promptly execute and deliver to SYNEX such assignments and documents, and provide other assistance, as may be required by SYNEX, to obtain, maintain or enforce any rights which the Employee has assigned to, or waived in favour of SYNEX. The assignments, documents and assistance will be provided by the Employee for no additional consideration, but at the expense of SYNEX.

9. Delivery of Documents and Materials

The Employee acknowledges that all property of any and every nature or kind created or used by the Employee in their employment or furnished by SYNEX, including all equipment, books, records, reports, files, diskettes, manuals, literature, confidential information and other materials, including digital or electronic materials, are and shall remain the exclusive property of SYNEX and will be surrendered to SYNEX, in good condition, promptly at the request of SYNEX, or in the absence of a request, upon the termination of the Employee's employment.

The Employee will not take with him/her or retain any documents or materials or copies thereof containing any Confidential Information upon the termination of the Employee's employment.

10. Restrictive Covenants

Non-Competition

While employed by SYNEX and for a period of twelve (12) months after termination of your employment for any reason, you agree not to indirectly or directly accept employment from or provide services of any kind to any competitor of SYNEX and you shall not own, manage, operate, or consult in a business substantially similar to or competitive with the present business

of SYNEX or such other business activity in which SYNEX may substantially engage during the term of your employment, without the prior written consent of SYNEX. For purpose of this covenant, we agree that any company engaged in biomarker monitoring and health diagnostics in which SYNEX may be involved over the duration of your employment shall be considered a company “competitive” with SYNEX.

You recognize SYNEX’ vulnerability in the marketplace. You acknowledge that the duration of the above restrictions are reasonable and will not preclude you from earning a livelihood following the termination of your employment for any reason.

You agree that, in addition to any other legal rights SYNEX may have, it would be reasonable for SYNEX to enforce the above restriction by way of a court injunction.

Non-Solicitation

You hereby covenant and agree that during the term of this Agreement and for a period of twelve (12) months in the Greater Toronto Area after the termination of your employment for any reason, you shall not, individually or in partnership or jointly or in conjunction with any person, firm, association, syndicate, corporation, joint venture, partnership or entity, as principal, agent, employee, shareholder, director, officer, owner, investor, partner, or any other capacity whatsoever, directly or indirectly solicit or induce any customers of SYNEX for a purpose competitive with the business of SYNEX, if such solicitation or inducement causes the customer to either cease carrying on business or to diminish its regular level of business with SYNEX, nor shall you solicit or induce any employees of SYNEX to leave employment with SYNEX.

11. Other Terms

SYNEX reserves the right to modify its business approach and direction, and position scope that are considered to be in the best interests of the company’s business requirements, at senior management’s sole discretion. Where modifications are required, we will strive to provide as much reasonable notice as possible.

Severability

In the event that any provision herein or part hereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions, or parts hereof, shall be and remain in full force and effect.

Entire Agreement

This Agreement constitutes the entire agreement between SYNEX and you with respect to your employment. Any and all previous agreements, written or oral, express or implied between the

parties hereto or on their behalf relating to your employment by SYNEX are hereby terminated and cancelled and each of the parties hereto hereby releases and forever discharges the other of and from all manner of actions, causes of action, claims and demands whatsoever under or in respect of any such agreement.

Amendment

This Agreement may be altered, modified or amended only in writing, duly executed by both parties and stating that the alteration, modification or amendment is an addition to and subject to this Agreement.

Non-Merger

Notwithstanding any other provision in this Agreement to the contrary, the provisions of the paragraphs dealing with Confidential Information, Non-Solicitation, and Non-Competition hereof shall survive termination of this Agreement and shall not merge therewith.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

12. Independent Legal Advise

The employee acknowledges that, prior to executing this Agreement, they have had the opportunity to obtain independent legal advice and that they fully understands the nature of this Agreement and is entering into this Agreement voluntarily.

Dated at _____, Ontario this _____ day of _____, 2019

)
)
)
)
)

Synex Medical Inc.

Per:

Synex Medical Inc

Dated at _____, Ontario this _____ day of _____, 2019.

)
)
)
)

Witness

Kuanghua Qiao