

EMPLOYMENT CONTRACT

BETWEEN:

9338-7900 QUÉBEC INC. (d.b.a. "**Tap Medical**"), a legal person having a place of business at 7075, Place Robert-Joncas, Suite 142, Montréal, Quebec, H4M 2Z2.

(hereinafter referred to as "**Corporation**")

AND:

SHADI JIHA domiciled and residing at 299 rue Charron, Contre-Coeur, Québec, J0L 1C0.

(hereinafter referred to as the "**Employee**")

WHEREAS the Employee hereby offers to provide (his or her) services to the Corporation pursuant to the terms set out hereinafter;

The Corporation and the Employee agree as follows:

1. PREAMBLE

1.1 The preamble hereto shall form an integral part hereof as if recited herein at length.

2. EMPLOYMENT

2.1 The Corporation hereby agrees to employ the Employee, and the Employee agrees to serve the Corporation on the terms and conditions hereinafter set out and as further provided for in Annex "A" attached hereto.

3. TERM OF THE AGREEMENT

3.1 This employment contract ("**Agreement**") shall commence on the day set out at Annex "A" and shall terminate after 16 weeks, namely on December 22, 2020.

3.2 The Employee agrees to perform services for the benefit of the Corporation at the location and in accordance with the Corporation's regular business hours, or as otherwise may be required.

3.3 The Employee agrees to comply with the policies and procedures of the Corporation as same are adopted and/or modified from time to time.

3.4 In carrying out (his or her) duties and responsibilities, the Employee shall report to a representative of the Corporation as set out at Annex "A". The Employee undertakes and agrees to exercise (his or her) functions in strict compliance with the directives and instructions of the Corporation's representative. It is understood and agreed to by the Employee that the Corporation reserves the right to unilaterally change the Employee's assignments, duties and reporting relationships during the course of employment.

Initiale S.J.

4. COMPENSATION

4.1 In consideration of employment, the Employee shall be paid a yearly salary as set out in Annex "A" less all applicable statutory deductions paid by way of direct deposit every two (2) weeks.

5. BENEFITS

5.1 **NOT APPLICABLE.**

5.2 TERMINATION

5.3 This agreement is for a fixed term ending on December 22, 2020.

5.4 The Employee's employment may be terminated at any time during the term, without notice or indemnity, by the Corporation "for cause", which term shall mean any grounds for termination including, without limitation, any breach of the Employee's obligations under this Agreement, fraud, theft, or other activities of a criminal nature, the Employee's failure or refusal or neglect to perform her duties contemplated herein, invalidity, repeated violation by the Employee of any of the work rules or policies, etc.

6. CONFIDENTIALITY AND NON DISCLOSURE OF INFORMATION

6.1 The Employee acknowledges that in the course of her employment, (he or she) will have access to, and will be entrusted with detailed Confidential Information (as defined below) respecting the Corporation's Business, as well as the business of the Group, the disclosure of which, to the Corporation's or the Group's competitors or to the general public, would not be in the best interests of the Corporation or the Group. For the purpose of this Section, "**Group**" means the Corporation and its Affiliates including but not limited to the corporations doing business as Upclick, LULU Software and Solaria Management Group. The expressions "**Affiliates**", "**Subsidiary**", "**Legal Person**" and "**To Control**", have the meaning ascribed to them by the *Canada Business Corporations Act*, as amended from time to time.

6.2 The Employee further acknowledges and agrees that the right to preserve the confidentiality of such Confidential Information and the right to preserve the goodwill of the Group constitute proprietary rights which the Corporation and the Group are entitled to protect.

6.3 For the purpose of this Agreement, "**Confidential Information**" shall have the following meaning:

Any confidential or proprietary information or material relating to the operations or business of the Group, including, without limitation, the following types of information or material, both existing and contemplated:

- (a) business plans, product development roadmap, strategies, tactics, policies, contracts, resolutions, any litigation or negotiations or contractual licensing arrangements;
- (b) any and all source codes for all the products under-development, developed and or distributed by the group;
- (c) financial information, including but not limited to, sales, profit, cost and performance data, debt arrangements, equity structure, interests and holdings;
- (d) operational information, including but not limited to, specific web-site designs, advertising campaigns (including keywords and related costs and profitability information), patents, trade-marks, copyrights, industrial designs, trade secrets, processes, process parameters, methods or practice of operations, technical plans, related documentation, and patent

notebooks, product specifications, data, know-how, formulae, compositions, processes (including but not limited to user tracking behavior and visitor tracking technologies and processes), improvements, concepts, ideas, designs, sketches, photographs, graphs, drawings, notes, samples, past, current and planned research, development and methodology, suppliers, computer software and programs and computer software and database technologies, systems, structures and architectures and related processes;

- (e) marketing and sales information, including but not limited to, customer lists (including emails), distribution lists, current and anticipated customer requirements, price lists, market studies, sales, investment and product plans and information concerning suppliers and representatives;
- (f) personnel information, including but not limited to, the names and backgrounds of key personnel, personnel lists, resumes, personnel data, organization structure, performance review of personnel of the Group and personnel training techniques and materials.
- (g) any and all information concerning the business and affairs of the Group and its clients which the Group treat as proprietary and confidential and which is not in the public domain;
- (h) any and all notes, analyses, compilations, studies, summaries and other material prepared by or for the Group containing or based, in whole or in part, on any information included in the foregoing; and
- (i) any other information, however documented, of the Group, that is a trade secret under any applicable legislation or at common law or as provided by the *Civil Code of Quebec*;

The phrase "Confidential Information" shall not include information that:

- 6.3.2 is in the public domain, or generally known in the industry in which the Corporation operates its Business, or any other member of the Group's business, without any fault or responsibility of the Employee;
- 6.3.3 is approved in writing by the Corporation for disclosure by the Employee prior to its actual disclosure; or
- 6.3.4 is lawfully received by the Employee from a Person who is lawfully in possession of such Confidential Information and such Person was not restricted from disclosing same to the Employee.

6.4 The Employee agrees that all memoranda, notes, records, charts, formulas and other documents made, compiled, received, held or used by the Employee while employed by the Corporation concerning any phase of the business of the Group and, more particularly, relating to Confidential Information of the Group, shall be the property of the Group and shall be delivered by the Employee to the Corporation, or as directed by it, immediately upon the request of the Corporation and no later than the day that the Employee ceases to be employed by the Corporation.

6.5 All documents and products relating to the Group's business, whether prepared by Employee or otherwise coming into Employee's possession must not be removed from the Group's premises except as required in the course of employment with the Corporation pursuant to applicable procedures.

6.6 The Employee agrees that he will not, without the prior written consent of the Corporation, during the term of (his or her) employment with the Corporation and at any time thereafter, disclose any Confidential Information, whether it be tangible or intangible (whether written, electronic, verbal or

otherwise) which the Employee may have acquired in the course of his employment with the Corporation or otherwise to any person, firm, partnership, or corporation, or use any such Confidential Information, directly or indirectly, whether for her own benefit or the benefit of any person, firm, partnership, or corporation.

6.7 The Employee agrees not to use or disclose, directly or indirectly, any of the Group's Confidential Information, whether it be tangible or intangible (whether written, electronic, verbal or otherwise), at any time or in any manner, except as required in the course of employment with the Corporation pursuant to procedures (and consultation with one of the Group's owners) which will insure maintenance of the secrecy of that information. Employee's obligations under this paragraph are continuing and shall survive termination of Employee's employment with the Corporation.

6.8 The Employee agrees not to make any external use or exportation of the Confidential Information by email, to a USB drive, flash drive or any other device or method of transmission unless specifically authorized to do so by the Corporation.

6.9 Prior to any unauthorized use or disclosure of Confidential Information which is required by law, the Employee shall give the Corporation, as the case may be, reasonable prior notice of any disclosure of Confidential Information required by law, and, if requested by the Corporation, shall use reasonable efforts to obtain a protective order or similar protection for the Group and shall permit and cooperate with any effort by the Group to obtain such an order. The Group shall pay all costs reasonably incurred by the Employee in seeking or assisting them in seeking such an order.

6.10 The Employee acknowledges and agrees that the Confidential Information is of a unique and valuable character and that the unauthorized dissemination or use of the Confidential Information would destroy or greatly diminish the value of such information. The damages to the Corporation that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate.

6.11 The above-mentioned obligations are in addition to the obligations of loyalty and confidentiality provided by article 2088 of the *Civil Code of Quebec*.

7. INTELLECTUAL PROPERTY

7.1 The Employee agrees that any and all "**Intellectual Property**", which, for the purposes of this Agreement, means any material or information capable of or subject to copyright (including computer software and technical works), patent, trademark, industrial design and trade-secret protection or any and all rights arising under or pertaining to any relevant intellectual property legislation in force or effect in Canada or in any of its provinces or territories, or at or under civil and common law, made, invented, improved upon, authored, conceived or created by the Employee during or arising out of the Employee's employment with the Corporation, whether at Corporation's place of business or otherwise, shall be and remain the exclusive property of the Corporation and the Employee shall have no right, title or interest therein even though the Employee may have created or contributed to the creation, improvement, invention, existence, development or commercialization of any of the Intellectual Property; and the Corporation shall have the sole and exclusive right, title and interest in and to the Intellectual Property, without limitation, which right shall continue notwithstanding the termination of the Employee's employment with the Corporation (that occurring with or without cause).

7.2 The Employee hereby assigns to the Corporation any and all right, title and interest that the Employee may have in and to the Intellectual Property, including but not limited to, in and to any and all inventions, improvements, patents, copyrights, industrial designs, trade-marks and any other similar rights pertaining to any Intellectual Property which the Employee may have or possess by virtue of having invented, created, made, conceived or contributed to same, either solely or with others, in whole or in part, during or arising out of or pertaining to the Employee's employment with the Corporation. The Employee further agrees to maintain at all times adequate and current records relating to the inventions, creations,

works, improvements and developments of any and all Intellectual Property, which records shall be and remain the property of the Corporation.

7.3 The Corporation shall have the sole right to apply for, prosecute and obtain patent, copyright, industrial design, and trade mark registrations and any other registrations or grants of rights analogous thereto in any and all countries throughout the world in respect of Intellectual Property made or created by the Employee during the term of his employment with the Corporation and the Employee agrees to execute on demand, whether during or subsequent to her employment with the Corporation, any applications, transfers, assignments and other documents as the Corporation may consider necessary or desirable from time to time for the purpose of obtaining, maintaining or vesting in or assigning to the Corporation absolute title to any such patents, copyright, industrial design or trade mark registrations and the Intellectual Property, or for the purpose of applying for, prosecution, obtaining or protecting any such patents, copyright, industrial design, trade mark or other registrations in any and all countries of the world; and the Employee further agrees to co-operate and assist in every possible way in the prosecution and protection of any such applications and the rights granted in respect thereof.

7.4 Without limiting anything contained herein, the Employee hereby waives in favour of the Corporation, throughout the world, in perpetuity and without limitation or reserve of any kind whatsoever, any and all of the Employee's moral rights in and to any and all works in which copyrights subsist or may subsist and which are referred to or contemplated in or by this Agreement or Sections 14.1 and 14.2 of the *Copyright Act*.

7.5 For the purpose of greater certainty, the Employee agrees to be bound by any document whereby Client adopts the terms and conditions contained herein by reference thereto.

8. DATA PRIVACY AND SECURITY

8.1 For purpose of fulfilling the Employee's responsibilities, duties and tasks under its Position, the Employee might have access to the Corporation's database, which includes Confidential Information as well as information related to Corporation's end users, costumers or partners, including without limitations online identifiers (IP, etc.), names, contact details, email address, phone numbers, payment details, etc. and any data related to individuals ("**Corporation Data**").

8.2 The Employee acknowledges that the Corporation recognizes the importance of privacy practices and the use of the Corporation Data. To this end, the Corporation maintains strict privacy practices in regards to its employees and personnel's permissions to access and use the Corporation Data, which are provided herein, and shall be provided by the Corporation from time to time by any means of communication ("**Corporation Policies**").

8.3 The Employee represents and warrants that: (i) it will fulfill its Position and perform its duties in strict adherence to the Corporation Policies; (ii) it will keep its access permissions to the Corporation Data (i.e., user name and password) ("**Access Permissions**") in strict confidence, and it will not assign or allow any third-party (including any other employee) to access or view the Corporation Data, nor disclose its Access Permissions to any third party; (iii) it will not access or make any attempt to access the Corporation Data in excess of the permissions granted to it by the Corporation and will access or use the Corporation Data solely as necessary to perform its duties under its Position; (iv) it will not copy, amend, delete, disclose, distribute the Corporation Data, or combine the Corporation Data with any third party's data, unless explicitly permitted by the Corporation and solely in order to perform its duties under its Position; (v) it will not access the Corporation Data from any device or by any means of communication not explicitly permitted and authorized by the Corporation; (vi) files containing the Corporation Data shall be sent or transferred solely by means of secured communications, as shall be instructed by the Corporation; (vi) the Corporation Data shall not be copied to nor stored on any device which is not in provided by or in the possession of the Corporation, unless explicitly permitted by the Corporation; and (vii) it shall treat Corporation Data as

Confidential Information and will take strict precautions to maintain the confidentiality of the Corporation Data.

8.4 The Employee will promptly notify its Supervisor and the Corporation's Data protection officer no later than 24 hours following any event in which it has become aware or has any grounds to believe that: (i) the Employee's Access Permissions were disclosed or used by a third party; (ii) the Corporation Data was accessed or there was any attempt to access, by an unauthorized third party; (iii) the Corporation Data was used, by the Employee or any third party, in any manner which may lead to the accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of the Corporation Data.

8.5 In the event of termination of the employment, by either party and for any reason, the Employee will deliver to the Corporation all documents and data of any nature obtained during its employment or containing Corporation Data and will immediately delete any copies of Corporation Data left in its possession. Notwithstanding the above, at any time upon the written request of the Corporation, the Employee will promptly destroy or return any and all copies on any media containing Corporation Data.

8.6 The Employee acknowledges that given its Position and access to the Corporation Data, the provisions of this Section 8, are reasonable and necessary to protect the Corporation Data and any action performed not according to the Corporation Policies, may cause severe damages to the Corporation and will have immediate implications, including termination of employment, all in accordance with applicable laws.

9. NON-SOLICITATION

9.1 .

9.2 The Employee further covenants that commencing immediately, and running for a period ending twelve (12) months after the date of the termination of his employment with the Corporation, he will not induce or attempt to induce, directly or indirectly, the Corporation's customers to cancel or decrease the amount of business such customers do with the Corporation; solicit or attempt to solicit, directly or indirectly, or otherwise obtain the withdrawal of any employee from the Corporation's employ.

9.3 The Employee further covenants that commencing immediately, and running for a period ending twelve (12) months after the date of the termination of his employment with the Corporation, he will refrain from discussing in any negative terms and/or defaming the Corporation whether through his actions or in tangible or intangible form (whether electronic, written, verbal or otherwise) whenever and however disclosed including but not limited to communications through social media platforms.

9.4 The Employee agrees that prior to commencing employment with any other company during the period ending twelve (12) months after the date of the termination of his employment with the Corporation (that occurring with or without cause), the Employee shall disclose to such other company the terms of Section 9 of this Agreement.

10. ENFORCEMENT

10.1 The Employee acknowledges that the restrictions contained in Articles 6, 7, 8 and 9 of this Agreement, in view of the nature of the Business in which the Corporation is engaged, are reasonable and necessary in order to protect the legitimate interests of the Corporation and that any violation thereof would result in irreparable injuries to the Corporation and that damages alone would be an inadequate remedy for any violation of the aforementioned Articles.

10.2 The Employee further acknowledges that in the event of a violation of any of these restrictions, the Corporation shall be entitled to obtain from any Court of competent jurisdiction temporary, interlocutory and permanent injunctive relief which rights shall be cumulative and in addition to any other rights or remedies to which the Corporation may be entitled.

10.3 It is expressly agreed by the parties hereto that the provisions of Articles 6, 7 and 8 shall survive the termination of the Employee's employment for any reason.

11. GENERAL

11.1 **Injunction.** The Employee acknowledges and agrees that, without prejudice to any and all rights of the Corporation, an injunction is the only effective remedy to protect the Corporation's rights and property.

11.2 **Reasonableness.** The Employee hereby agrees that all restrictions contained herein are reasonable and valid, are necessary for the protection of the legitimate interests of the Corporation, will not interfere with the Employee's ability to earn a living, and that all defences to the strict enforcement thereof by the Corporation are hereby waived by the Employee.

11.3 **Severability.** The parties intend this Agreement to be enforced as written. Should any portion of this Agreement be declared invalid and unenforceable, then such portion shall be deemed to be severable from this Agreement and shall not affect the remainder hereof.

11.4 **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding on, the parties and their respective heirs, administrators, executors, successors and permitted assigns. The Corporation shall have the right to assign this Agreement to any successor, whether direct or indirect, by purchase, amalgamation, arrangement, merger, and consolidation or otherwise. The Employee has no right of assignment or transfer.

11.5 **Notice.** Any notice required or permitted to be given to any party under this Agreement shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or transmitted by e-mail, telefax or other form of recorded communication tested prior to transmission to such party:

11.5.1 in the case of a notice to the Employee, at the address set out above or the address last known to the Corporation; and

11.5.2 in the case of a notice to the Corporation, to the attention of the Chief Executive Officer at its Montréal office address; or at such other address as the party to whom such notice is to be given shall have last notified to the party giving the same in the manner provided in this section. Any notice delivered under this section shall be deemed to have been given and received on the day it is so delivered at such address. Any notice mailed as aforesaid shall be deemed to have been given and received three (3) days after the date of its mailing. Any notice transmitted by e-mail, telefax or other form of recorded communication shall be deemed given and received on the day after its transmission.

11.6 **Entire Agreement.** This Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof.

11.7 **Governing Law.** This Agreement shall be construed in accordance with the laws applicable in the Province of the Province of Quebec.

11.8 **Acknowledgement.** The Employee acknowledges that he has:

11.8.1 had sufficient time to review this Agreement thoroughly;

11.8.2 read and understands the terms of this Agreement and the obligations hereunder;

11.8.3 received a fully executed original copy of this Agreement;

11.8.4 understood and agreed that as part of the vetting process, the Corporation may undertake, or mandate third parties to undertake, complete back-ground checks on the Employee (including financial, civil and criminal status).

11.9 **Choice of language.** The parties have requested that this document be drawn up in the English language. / *Les parties aux présentes ont exigé que le présent document soit rédigé dans la langue anglaise.*

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 3rd day
of **September** 2020.

Signed, Sealed and Delivered in Montreal in the presence of:

9338-7900 QUÉBEC INC.

Per: **TSAFRIR VANOUNOU, CEO**

Shadi Jiha

SHADI JIHA

04 Sept. 2020

Date

ANNEX “A”

Employee name:	SHADI JIHA
Job title:	Back End Developer
Job description:	<p>See outline:</p> <ul style="list-style-type: none">• Assist in the collection and documentation of user requirements• Write, modify, and test various API connections• Maintain existing software by making modifications as required• Troubleshoot and debug API integrations• Write clean, test driven and easily maintainable code• Build reusable code and libraries for future use• Participate in peer code review sessions• Develop and maintain API technical documentation
Hiring Date:	September 8th, 2020
Monthly Salary:	\$2773.33 CAD
Year-End Bonus:	Not applicable
Person reporting to:	Nemanja Avramovic