

Dear Shane Schmaltz,

Offer of Employment

We are pleased to offer you a position of Software Developer as an employee of Osprey Informatics Ltd. (the "Company") starting March 18, 2019. This letter, if accepted, sets forth the terms of your employment with the Company, and we look forward to your contribution.

I. Remuneration

Your annual salary will be \$94,000 less all applicable deductions, payable in bi-monthly installments in accordance with the Company's established pay periods.

You will be subject to a three (3) month probation period and may be subject to termination if management deems the employment arrangement unsuccessful.

Upon completion of the probationary period, you may participate in all extended health and related benefit plans of the Company and employee stock ownership plan from time to time available to employees of the Company for which you are eligible.

You will also be eligible for a yearly performance and salary review. The first review will occur during the first twelve (12) months of your employment by the Company.

II. Annual Vacation

You shall be entitled to 3 weeks paid vacation to be taken at such time or times as are mutually acceptable to you and the Company and in accordance with such usage policies as may be developed and communicated to you by the Company from time to time.

III. Non-Competition and Non-Solicitation

You hereby agree that, while you are employed by the Company and for one (1) year following the termination of your employment with the Company, you will not directly or indirectly: (i) solicit or induce or engage others to solicit or offer employment to any employee of the Company or interfere in any way with any employer/employee relationship between the Company and their respective employees; or (ii) be employed by or have any interest whatsoever in any information technology business in Canada that is competitive with the Company in the same or similar capacity to that which you were employed with the Company at the date of resignation or termination of your employment with the Company.

IV. Representation and Warranty

You hereby represent and warrant to the Company that you are not party to any written or oral agreement with any third party that would restrict your ability to enter into the herein Agreement or the Company's Confidentiality and Proprietary Information Agreement or to perform your obligations hereunder and that you will not, by joining the Company, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favor of any third party.

V. Term and Termination

Your employment with the Company will be for an indefinite term. Your employment may be terminated by the Company:

- i. for cause at any time immediately without notice or payment in lieu of notice;
or
- ii. in all other instances, at any time upon the provision of such statutory minimum notice of termination or pay-in-lieu of notice of termination for the period calculated in accordance with applicable employment standards legislation.

Upon such termination, you shall have no other claim against the Company for damages, termination pay, severance pay, pay in lieu of notice of termination, statutory or otherwise, except in respect of remuneration earned, due and owing to the effective date of termination and for the payment of such amounts as specifically provided for herein.

VI. Miscellaneous

This Agreement, together with the Company's Confidentiality and Proprietary Information Agreement, contains the entire understanding between you and the Company relating to your employment and the additional matters provided for therein, and supercedes and replaces any prior verbal or written agreements between the Company and you. This Agreement may be amended or altered only in a writing signed by you and the Company. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Alberta. Each provision of this Agreement is severable from the others, and if any provision hereof shall be to any extent unenforceable, it and the other provisions shall continue to be enforceable to the full extent allowable, as if such offending provision had not been a part of this Agreement.

VII. Acknowledgement

You acknowledge that you have read this Agreement and fully understand the nature and effect of it and the terms contained herein and that the said terms are fair and reasonable and correctly set out your understanding and intention.

The offer of employment herein is also contingent on your executing the Company's Confidentiality and Proprietary Information Agreement, a copy of which is attached hereto. All written notices provided for under this Agreement may be given by personal delivery or by registered mail.

Sincerely,



Jeremy Bernard

Chief Innovation Officer, Head of Business Development | Osprey Informatics Ltd.

I agree to the terms and conditions of the foregoing offer.

Per: _____

Name: _____

Dated: _____, 2019

Confidentiality and Proprietary Information Agreement

In consideration of employment or engagement as an employee, independent contractor or consultant with Osprey Informatics Ltd. (the “Company”) the undersigned (the “Participant”) agrees and covenants as follows:

1. Engagement with the Company as an employee, independent contractor or consultant (“Engagement”) will give the Participant access to proprietary and confidential information belonging to the Company, its customers, its suppliers and others (the proprietary and confidential information is collectively referred to in this Agreement as “Confidential Information”). Confidential Information includes but is not limited to customer lists, marketing plans, proposals, contracts, technical and/or financial information, databases, software, and know-how. All Confidential Information remains the confidential and proprietary information of the Company. Confidential Information does not include information that (i) is or becomes public other than through a breach of this Agreement or (ii) is known to the Participant prior to the date of this Agreement and with respect to which the Participant does not have any obligation of confidentiality as of the date of its becoming part of the public domain.
2. As referred to herein, the “Business of the Company” shall relate to the business of the Company as the same is determined by the board of directors of the Company from time to time.
3. The Participant may in the course of the Participant’s Engagement with the Company conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation, records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as “Proprietary Property”). The Company shall exclusively own all Proprietary Property which the Participant conceives, develops or contributes to in the course of the Participant’s Engagement with the Company and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property. Material or information conceived, developed or contributed to by the Participant outside work hours on the Company’s premises or through the use of the Company’s property and/ or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business of the Company. The Participant shall keep full and accurate records accessible at all times to the Company relating to all Proprietary Property and shall promptly disclose and deliver to the Company all Proprietary Property.

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4. The Participant shall, both during and after the Participant's Engagement with the Company, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of the Company. The Participant may, however, disclose Confidential Information which is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that Participant informs the Company of such requirement in sufficient time to allow the Company to avoid such disclosure by the Participant.

The Participant shall return or destroy, as directed by the Company, Confidential Information and Proprietary Property to the Company upon request by the Company at any time. The Participant shall certify, by way of affidavit or statutory declaration that all such Confidential Information and Proprietary Property has been returned or destroyed, as applicable.

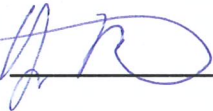
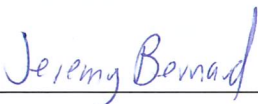
5. The Participant covenants and agrees not to make any unauthorized use whatsoever of or to bring onto the Company's premises for the purpose of making any unauthorized use whatsoever of any trade secrets, confidential information or proprietary property of any third party, including without limitation any trade-marks or copyrighted materials, during the course of the Participant's Engagement with the Company.
6. At the reasonable request and at the sole expense of the Company, the Participant shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure the Company's ownership of the Proprietary Property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to the Company written assignments of all rights to the Company and any other documents required to enable the Company to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as the Company considers advisable anywhere in the world.
7. The Participant hereby irrevocably and unconditionally waives all moral rights the Participant may now or in the future have in any Proprietary Property.
8. The Participant agrees that the Participant will, if requested from time to time by the Company, execute such further reasonable agreements as to confidentiality and proprietary rights as the Company's customers or suppliers reasonably require to protect confidential information or proprietary property.
9. Regardless of any changes in position, salary or otherwise, including, without limitation, termination of the Participant's Engagement with the Company, unless otherwise stipulated pursuant to the terms hereof, the Participant will continue to be subject to each of the terms and conditions of this Agreement and any other(s) executed pursuant to the preceding paragraph.

10. The Participant agrees that the Participant's sole and exclusive remedy for any breach of this Agreement by the Company will be limited to monetary damages and that the Participant will not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property.
11. The Participant acknowledges that the services provided by the Participant to the Company under this Agreement are unique. The Participant further agrees that irreparable harm will be suffered by the Company in the event of the Participant's breach or threatened breach of any of his or her obligations under this Agreement, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, to a temporary or permanent injunction restraining the Participant from engaging in or continuing any such breach hereof. Any claims asserted by the Participant against the Company shall not constitute a defense in any injunction action, application or motion brought against the Participant by the Company.
12. This Agreement is governed by the laws of the Province of Alberta and the parties agree to the non-exclusive jurisdiction of the courts of the Province of Alberta in relation to this Agreement.
13. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted and the other provisions shall remain in effect.

IN WITNESS WHEREOF the Company and the Participant have caused this Agreement to be executed as of the _____ day of _____, 2019.

Osprey Informatics Ltd.**PARTICIPANT****WITNESS TO
PARTICIPANT**

Per

Name
(Print)

Per

Name
(Print)

Per

Name
(Print)