

SERVICES AND SUPPLY AGREEMENT

This Services and Supply Agreement (the “**Agreement**”), effective as of the 15th day of June, 2020 (the “**Effective Date**”), by and between Datametrex AI Limited., a corporation existing under the laws of Ontario (“**Datametrex**”) and ScreenPro Security Ltd., a corporation existing under the laws of British Columbia (“**ScreenPro**”).

WHEREAS

- A. Pursuant to a distribution agreement dated May 7, 2020 between Datametrex and REDACTED, Datametrex has the right to promote resell and deliver the Products (as defined herein);
- B. Datametrex wishes to sell and ScreenPro wishes to purchase the Products in accordance with the terms of this Agreement;
- C. Datametrex has entered into agreements with certain third parties (“**Third Parties**”) pursuant to which Datametrex will provide such third parties with COVID-19 screening services;
- D. Datametrex wishes to engage ScreenPro to provide the Services (as defined herein) to such Third Parties; and
- E. ScreenPro is offering to provide the Services to Third Parties on behalf of Datametrex in accordance with the terms of this Agreement.

NOW THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, Datametrex and ScreenPro agree as follows:

ARTICLE 1 PROVISION OF COVID-19 SCREENING SERVICES

Section 1.1 Services.

Datametrex hereby retains ScreenPro to provide those COVID-19 testing services outlined in Schedule “A” to this Agreement (the “**Services**”), on the terms and conditions set out in this Agreement and the schedules hereto.

Section 1.2 Price.

The fee payable to ScreenPro by Datametrex for the provision of services under Section 1.1 shall be as set out in Schedule “B”. ScreenPro shall periodically invoice Datametrex for accrued fees. Upon receipt of an invoice from ScreenPro, Datametrex shall make payments to ScreenPro in the amounts and on the terms specified in each such invoice.

Section 1.3 Books and Records

ScreenPro shall maintain books and records relating to the provision of the Services in a manner consistent with the manner in which ScreenPro maintains its books and records in the ordinary course of business. Datametrex may, at any time during the term of this Agreement, but not more frequently than once per annum, appoint an independent certified public accountant reasonably acceptable to ScreenPro to review ScreenPro's books and records relating to the Services upon not less than twenty (20) days' prior written notice for the purposes of confirming amounts owing in relation to ScreenPro's provision of the Services. Any certified public accountant engaged to complete such a review shall (i) be bound by written obligations of confidentiality customary for such engagements prior to commencing its review and (ii) perform its review at ScreenPro's premises during normal working hours.

ARTICLE 2 SUPPLY OF COVID-19 TEST KITS

Section 2.1 Products.

Datametrex shall make the goods listed in Schedule "C" (the "**Products**") available for supply to ScreenPro. The parties may add or remove goods from Schedule "C" by mutual agreement in writing. From time to time, ScreenPro may provide Datametrex with a purchase order. Within five (5) business days, Datametrex shall accept or reject the purchase order. Upon acceptance of a purchase order, Datametrex shall forthwith deliver the relevant Products to ScreenPro.

Section 2.2 Price.

Datametrex shall supply the Products to ScreenPro at the per unit prices specified in Schedule "C".

Section 2.3 Datametrex Warranty and Indemnification.

Datametrex represents and warrants that all Products, on the date of delivery to ScreenPro, will be of merchantable and suitable quality, and fit for their particular purpose.

ARTICLE 3 TERM AND TERMINATION

Section 3.1 Term.

This Agreement will become effective on the Effective Date and will remain in effect for an initial **3**-year term followed by successive automatic renewal terms of **1** year (the "**Term**"). This Agreement is terminable only as set out in this Section 3.1.

In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement upon **sixty (60) days** prior written notice to the other party unless such breach is cured prior to the end of the foregoing notice period. Upon termination of this Agreement, all fees and charges accrued but not yet paid shall become immediately due and owing mutual obligations.

Section 3.2 Compliance with Laws.

ScreenPro and Datametrex shall fulfill their respective obligations under this Agreement in compliance with applicable federal, state, provincial and local laws in each jurisdiction in which their respective businesses operate. Moreover, Datametrex and ScreenPro shall ensure that they (and their affiliates) obtain all requisite permits, licences, certifications and other approvals necessary to conduct their respective obligations under this Agreement.

Section 3.3 Tax.

Without in any way limiting the above, the parties are responsible for complying with all federal, state, provincial and local laws in the respective jurisdictions of their respective business operations including all taxes, permits, licenses, regulations, or any other matter with respect to the provision of the Services and Products, as applicable, and for all other purposes contemplated by this Agreement. Neither party shall hold the other responsible for a failure to abide by any applicable law as it pertains to taxes owing by such party.

Section 3.4 Indemnity.

Each party shall indemnify, defend and hold the other party harmless from any and all liabilities, losses, damages, costs and expenses, including reasonable legal fees (collectively, “**Liabilities**”), incurred in connection with claims brought by third parties resulting from: (i) a breach of this Agreement by the indemnifying party; or (ii) any grossly negligent or intentionally wrongful act or omissions of the indemnifying party. In no event shall either party be liable to the other for special, punitive, consequential or other speculative damages of any nature, including, without limitation, lost profits, even if a party has been informed as the possibility of such damages.

ARTICLE 4 MISCELLANEOUS

Section 4.1 Entire Agreement.

This Agreement, including the schedules hereto, supersedes all previous and contemporaneous agreements and understandings between the parties and is intended as the complete and exclusive statement of the terms of their agreement with respect to the subject matter hereof. There are no representations, oral or written, upon which the Datametrex and ScreenPro have relied as an inducement to enter into this Agreement, other than those set forth herein.

Section 4.2 Currency.

Unless otherwise expressly specified, all dollar amounts in this Agreement, including those amounts using the symbol “\$”, refer to the lawful currency of the Canada.

Section 4.3 Force Majeure.

Fires, floods, wars, acts of war, strikes, lockouts, labor disputes, accidents to machinery, delays or defaults of common carriers, orders, decrees or judgments of any court, or any other contingency beyond the control of Datametrex or ScreenPro, whether related or unrelated, or similar or

dissimilar to any of the foregoing, will be sufficient excuse for any resulting delay or failure in the performance by either party hereto of its respective obligations under the Agreement, but such performance will be excused only as long as the force majeure continues.

Section 4.4 Amendment.

No change, modification, or alteration to this Agreement, or to the distribution relationship evidenced hereby will be effective unless set forth in writing and signed by both parties.

Section 4.5 No Assignment.

Neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other, which will not be unreasonably withheld.

Section 4.6 Binding on Successors.

This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

Section 4.7 Relationship of Parties.

The relationship between the parties is that of independent contracting parties, as buyer and seller of goods and services, and not that of partners, joint ventures, or principal and agent. Neither party has or will hold itself out as having the authority to bind or act in the name of or on behalf of the other.

Section 4.8 Notices.

Notices by a party under this Agreement shall be deemed given when the same shall have been mailed, provided the same is mailed registered or certified, return receipt requested, and the postage is prepaid, addressed to the other party at the address listed above, or to such other address as the party may have subsequently furnished in writing to the other for this purpose.

Section 4.9 Severability

If any provision of this Agreement is held invalid, for any reason by a court, government agency, body or tribunal, the remaining provisions will be unaffected and will remain in effect.

Section 4.10 Construction.

The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against either party.

Section 4.11 Waiver.

Failure of either party to enforce at any time any right or remedy it may have under this Agreement will be not be a waiver of such provisions or rights, and will not preclude or prejudice such party from thereafter exercising the same or any other right or remedy it may have under this Agreement.

Section 4.12 Governing Law.

This Agreement will be governed by and interpreted and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without reference to principles of conflicts or choice of law. The parties irrevocably and exclusively submit to the jurisdiction of the courts of the Province of Ontario.

Section 4.13 Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission is as effective as delivery of an originally executed counterpart of this Agreement.

[Signature page follows.]

Executed under seal and delivered as of the date first above written.

DATAMETREX AI LTD.

By: "Andrew Ryu"

Name: Andrew Ryu

Title: Chairman

SCREENPRO SECURITY LTD.

By: "John McMullen"

Name: John McMullen

Title: Chief Executive Officer

**SCHEDULE A
SERVICES**

COVID-19 sample collection and testing.

**SCHEDULE B
SERVICE FEES**

REDACTED

**SCHEDULE C
PRODUCTS**

REDACTED