

GENERAL SERVICE AGREEMENT

**THIS GENERAL SERVICE AGREEMENT
(the "Agreement")**

BETWEEN

Auxellence Health Corporation of Richmond, British Columbia, V6V OA6
("AUX")

- AND-

Decanex, Inc. of Toronto, Ontario
("DEX")

**DATED August
15, 2014
Amended February 25, 2016**

Whereas:

1. AUX is a British Columbia corporation and owner of (Redacted to protected intellectual property), provisionally titled "(Redacted to protected intellectual property)" ("AUX-IP")
2. DEX is an Ontario Corporation operating as a medical device company and owner of an online system for blood pressure monitoring that supports ischemic conditioning and other physiologically interactive protocols ("TULIP")
3. DEX and AUX are collaborating under a General Service Agreement (GSA.2012) toward enabling DEX to serve AUX interests in the medical device business. Under GSA.2012, DEX has explored the feasibility of developing AUX-IP applications on the TULIP framework.
4. AUX and DEX believe that the GSA.2012 is not comprehensive enough to advance AUX interests in the medical device market
5. It is understood by the Parties that this Agreement shall supersede the GSA.2012 and all continuing terms and conditions shall be those of the current Agreement
6. AUX is of the opinion that DEX has the qualifications, expertise, and capabilities to serve AUX interests in the medical device markets worldwide
7. DEX wishes to provide such services to AUX
8. The Parties wish to commence the services contemplated under this Agreement on August 1, 2014

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, AUX and DEX (individually the "Party" and collectively the "Parties" to this Agreement) agree that DEX is hereby engaged by AUX to serve AUX interests in the medical device markets worldwide as follows.

General Terms and Provisions

9. This Agreement is governed by the laws of Ontario.
10. This Agreement binds AUX and DEX to always act in conformity with good business practices in the medical device industry, as stipulated by Health Canada and other regulatory bodies where the device may be sold.
11. Except as otherwise provided in this Agreement, this Agreement (the "Term") is effective from the date of this Agreement and will remain in full force and effect for five (5) years, subject to earlier termination as provided in this Agreement, subject to earlier termination and automatic extension as provided in this Agreement.
12. Except as otherwise provided in this Agreement, either Party may terminate this Agreement by notifying the other Party within ninety (90) days and as otherwise permitted under this Agreement.
13. Except as otherwise provided in this Agreement, all monetary amounts in this Agreement are in Canadian Dollars (CAD)
14. Except as otherwise provided in this Agreement, the payments stated in this Agreement do not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to AUX.
15. Except as otherwise provided in this Agreement, the obligations of DEX will terminate upon the earlier of DEX ceasing to be engaged by AUX or the termination of this Agreement by AUX or DEX.
16. AUX and DEX agree that this Agreement provides a framework for collaboration governed by mutual respect and desire to profit from work that benefits humanity.

Services Provided

The Parties agree that DEX shall provide a full-service medical device operation (the "Services") for TULIP applications of AUX-IP per Appendix 1.

17. ***Scientific Research & Experimental Development*** ("SR&ED") services shall be provided by DEX, according to Canada Revenue Agency criteria, in continuation of GSA.2012 until AUX recognizes the results and thereafter, at the sole discretion of AUX.

17.1. Term: five (5) years with automatic renewal.

- 17.2. Termination by AUX anytime, with a three (3) month notice or payment in lieu of notice.
- 17.3. DEX may not terminate the Agreement unless AUX commits a material breach or becomes insolvent.
- 17.4. Payment: AUX shall pay DEX a minimum of One Million One Hundred and Forty Thousand dollars (\$1,140,000) annually in advance at a monthly rate of a minimum of Ninety-Five Thousand dollars (\$95,000), inclusive of all expenses except as otherwise permitted under this Agreement and adjusted from time-to-time as mutually agreed between the Parties.
18. **Production & Commercialization** ("P&C") Services shall be provided by DEX according to industry standards (ISO-13485), in compliance with regulatory requirements in Canada, EU, and the US.
- 18.1. Term: five (5) years, with automatic renewal unless terminated given 30-days written notice prior to the completion of the term.
- 18.2. Termination by AUX anytime, with a three (3) month notice and full payment of all outstanding invoices. DEX may not terminate this Agreement except as otherwise permitted under this Agreement.
- 18.3. Payment: per Appendix 2
19. Additional Services may be added by AUX under this Agreement as the Parties see fit. The Additional Services may include administrative services, such as Provisional Patent Applications and Regulatory approvals for AUX TULIP applications in any jurisdiction worldwide
- 19.1. Term: to be mutually agreed upon contract for additional services and determined ("TBD") at the requested time.
- 19.2. Termination: as mutually agreed upon contract for additional services.
- 19.3. Payment: as mutually agreed upon contract for additional services.

| Service | Term | Minimum Pay | Compliance |
|--------------------------------|---------|------------------|-----------------------|
| Research & Development (SR&ED) | 5 years | \$95,000 monthly | Canada Revenue Agency |
| Production & Operations (P&C) | 5 years | Appendix 2 | ISO-13485, EU, CA, US |
| Additional | TBD | Negotiable | TBD |

Reimbursement of Expenses

20. In connection with providing the Services hereunder, DEX will only be reimbursed for incidental expenses in conformity with industry good practices.
21. DEX will furnish statements and vouchers to AUX for all such expenses.

License

22. Under this Agreement, AUX grants DEX the right to fully exploit AUX-IP, without limitations.

23. The license shall survive the Termination of this Agreement.

Limitations

24. This Agreement expressly limits AUX claims to properties developed by DEX in the provision of the Services.

25. AUX acknowledges that DEX may develop intellectual properties related and unrelated to AUX-IP.

26. AUX has the right of first refusal for all intellectual properties DEX develops while this Agreement is in force and effect. This right shall stand for 180 days after AUX has received written notification from DEX of the DEX intention to sell DEX intellectual property.

Penalties

27. In the event that AUX does not comply with the agreed rates, amounts, or payment dates provided under this Agreement, AUX will pay interest on any late payment at the annual interest rate of 12 percent.

28. In the event that DEX does not comply with the agreed rates, amounts, or payment dates provided under this Agreement, DEX will pay interest on any late payment at the annual interest rate of 12 percent.

Confidentiality

29. All written and oral information and materials disclosed or provided by the Parties to this Agreement is "Confidential Information", regardless of whether it was provided before or after the date of this Agreement or how it was provided.

30. All Confidential Information is to be treated as SECRET by the Parties.

31. No information shall be disclosed by a Party without the written consent of the other Party, unless required by law.

32. The Parties will not disclose, divulge, reveal, report or use, for any purpose, any information, except by mutual agreement.

33. This obligation shall survive indefinitely after the termination of this Agreement.

Non-Solicitation

34. The Parties agree to full non-solicitation of the other Party's employees or other service providers. Any solicitation, of any form, kind, or degree, would be harmful and damaging to the Parties collectively and individually.

Ownership of Materials and Intellectual Property

35. All intellectual property and related materials (the "Intellectual Property") including any related work in progress generated under this Agreement shall be the property of AUX. DEX is granted permission to modify or alter AUX-IP at DEX discretion.
36. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property exploited and developed under this Agreement remain exclusively with AUX. The worldwide, non-transferable, perpetual license granted by AUX to DEX will be updated accordingly, to include new AUX-IP developments made by DEX. For further clarity, all AUX-IP related developments by DEX shall belong to AUX and licensed in perpetuity to DEX, without limitation for no further consideration.

Capacity/Independent Contractor

37. In providing the Services under this Agreement it is expressly agreed that DEX is acting as an independent contractor.
38. The Parties acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

39. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement to the addresses on record

Limitation of Liability

40. It is understood and agreed that no Party will be liable to the other Party or any agent or associate of the other Party, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement.

Dispute Resolution

41. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute amicably.

42. If the dispute is not resolved within a reasonable period, then any or all outstanding issues between the Parties relating to this Agreement will first be submitted to neutral, non-binding mediation in accordance with any statutory rules of mediation. The Parties agree to participate in mediation in good faith and will attempt to resolve any disputes promptly and within a reasonable time period. If the mediation does not successfully resolve the dispute, then the Parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.
43. The Parties together will select a mediator that is acceptable to all Parties. If the Parties are unable to select a neutral mediator, then each Party will select a mediator and those mediators together will then select a third neutral mediator who will attempt to work with the Parties to resolve the dispute.
44. The Parties further agree to share the costs of mediation equally and each Party will pay its own expenses of preparation and representation by counsel in the mediation.

Modification of Agreement

45. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

46. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

47. DEX will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of AUX.

Entire Agreement

48. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Titles/Headings

49. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

50. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

51. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Ontario, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

52. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

53. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Signatures

IN WITNESS WHEREOF, the Parties have duly affixed their signatures under hand and seal on this 23rd day of July, 2014.

AUXELLENCHE HEALTH CORPORATION (AUX)

DECANEX, INC. (DEX)

/s/

/s/

Sydney Au, CEO

Radu Leca, President

APPENDIX 1: Intellectual Property

(Fully redacted to protect patents and intellectual property)

AUXELLECE INTELLECTUAL PROPERTY (AUX-IP)

(Fully redacted to protect patents and intellectual property)

DECANEX INTELLECTUAL PROPERTY (DEX-IP)

(Fully redacted to protect patents and intellectual property)

APPENDIX 2: P&C Payments

Fully redacted to protect trade secrets regarding product manufacturing components, costs, profit margins, and commercialization plans.