
GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the “Agreement”) dated this 14th day of May 2014 BETWEEN

BioMark Diagnostics Inc. of 165 - 10551 Shellbridge Way, Richmond, British Columbia
(The “Customer”)

AND

BioMark Technologies Inc. of 165-10551 Shellbridge Way, Richmond, British Columbia
(The “Service Provider”)

BACKGROUND

- A. The customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement

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, the Customer and the Services Provider (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

Services Provided

The customer hereby agrees to engage the Service Provider to provide the Customer with services (the “Services”) consisting of:

- Research and Development, quality management, IP refinement, training, territorial business development, supplier review and related functions

The Services will also include any other tasks which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.

In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days’ notice to the other Party.

Except as otherwise provided in this Agreement, the obligations of the Service Provider will end upon the termination of this Agreement

Performance

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars)

Compensation

For the services rendered by Service Provider as required by this Agreement, the Customer will provide Management Fee (the “Compensation”) to the Service Provider after the company is successfully listed on the CSE Index as follows:

Management Fee equivalent to cost plus 25% administration fee related to activities managed by the Service Provider with applicable taxes

The compensation will be payable upon completion of the Services.

Reimbursement of Expense

The Service Provider will be reimbursed from May 2014 to the listing date for all reasonable and necessary expenses incurred by the Service Provider in connection with providing the Services hereunder.

The Service Provider will furnish statements and vouchers to the Customer for all such expenses.

Confidentiality

Confidential information (the “Confidential Information”) refers to any data or information relating to the business of the Customer which would reasonably be considered to be proprietary to the Customer including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Customer and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.

The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Service Provider has obtained, except as authorized by the Customer. This obligation will survive indefinitely upon termination of this Agreement.

All written and oral information and material disclosed or provided by the Customer to the Service Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was

provided to the Service Provider.

Non-Competition

Other than with the express written consent of the Customer, which will not be unreasonably withheld, the Service Provider will not, during the continuance of this Agreement or within five (5) years after the termination of this Agreement, be directly or indirectly involved with a business which is in direct competition with the particular business line of the Customer, divert or attempt to divert from the Customer any business the Customer has enjoyed, solicited, or attempted to solicit, from other individuals or corporations, prior to termination of this Agreement.

Ownership of Materials and Intellectual Property

All intellectual property and related material (the “Intellectual Property”) including any related work in progress that is developed or produced under this Agreement, will be the sole property of the Customer. The use of the Intellectual Property by the Customer will not be restricted in any manner.

Return of Property

Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or Confidential Information which is the property of the Customer.

Capacity / Independent Contractor

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

Notice

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 as follows:

- a. BioMark Diagnostics Inc.
165 – 10551 Shellbridge Way, Richmond, Birtish Columbia, V6X 2W8
 - b. BioMark Technologies Inc.
165 – 10551 Shellbridge Way, Richmond, Birtish Columbia, V6X 2W8
- Or to such other address as any Party may from time to time notify the other.

Limitation of Liability

It is understood and agreed that the Service Provider will not be liable to the Customer or any agent or associate of the Customer, 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

In the event a dispute arises out or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

If the dispute is not resolved within a reasonable period then any all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the Province of British Columbia. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the Province of British Columbia.

Modification of Agreement

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

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

Assignment

The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Entire Agreement

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

Enurement

This Agreement will ensure to benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

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

Gender

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

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 British Columbia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

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

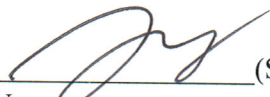
The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

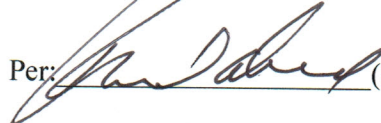
IN WITNESS WHEREOF the Parties has duly affixed their signatures under hand and seal on this May 14th day of May, 2014.

SIGNED, SEALED, AND DELIVERED

In the presence of:

BioMark Diagnostics Inc. (Customer)

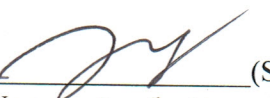
Witness :  (Sign)
Witness Name: GWA HUANG

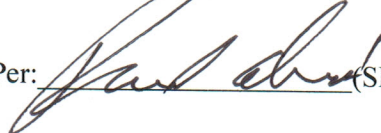
Per:  (SEAL)

SIGNED, SEALED, AND DELIVERED

In the presence of:

BioMark Technologies Inc. (Service Provider)

Witness :  (Sign)
Witness Name: GWA HUANG

Per:  (SEAL)