



*The Canadian Venture Building
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PRIVATE & CONFIDENTIAL

Service Agreement

18 March 2021

**Diagnamed Inc.
82 Richmond Street East
Toronto, ON M5C 1P1**

Dear Sirs:

Re: Accounting Support Services

The purpose of this service agreement (the "**Agreement**") is to confirm the appointment of Marrelli Support Services Inc. ("**MSSI**") in connection with the provision of certain accounting support services to **Diagnamed Inc.** (the "**Company**" and together with MSSI, the "**Parties**" and each a "**Party**") on such terms and conditions as are hereinafter set out. The appointment of MSSI and the services that it will provide to the Company pursuant to this Agreement are hereinafter collectively referred to as the "**Engagement**".

MSSI has been advised that the Company is a **private company whose shares are intended to be** listed and traded on a recognized exchange and that the fiscal year-end of the Company is **December 31**. In addition the Company was incorporated in **Ontario**.

The Company has also provided MSSI with information regarding the nature and extent of its bookkeeping and accounting activities that occurred prior to the appointment of MSSI and acknowledges MSSI has relied upon such information in establishing the fees to be paid by the Company for its services pursuant to this Agreement.

The Engagement will commence effective upon the signing date of this Agreement and delivery of a completed MSSI Client Profile Form, and will continue thereafter for a minimum term of 2 years (the "**Initial Term**"), subject to Article XIV and Article XV hereof. This Agreement may only be terminated pursuant to the terms and provisions hereof.

**ARTICLE I
SCOPE OF ENGAGEMENT**

- 1.1 MSSI shall provide to the Company accounting and bookkeeping services as are listed in the attached Schedule "A" that forms part of this Agreement (collectively, the "**Services**").

**ARTICLE II
FEES, EXPENSES AND H.S.T.**

- 2.1 The fees and incidental costs and expenses to be paid by the Company to MSSI pursuant to this Agreement are as follows:

a) Monthly Fee

The Company shall pay to MSSI a fee of \$750.00 per month while a private company, plus disbursements and applicable taxes, if any, for the Services (the "**Monthly Fee**").

(i) The Monthly Fee shall be settled monthly through pre-authorized debit ("**PAD**") charged to the Company's operating bank account for deposit to MSSI's operating bank account.

(ii) The amount of the Monthly Fee to be paid in respect of the month in which the Engagement commences will be pro-rated based upon the number of days in the month after the commencement of the Engagement.

(iii) The Monthly Fee does not cover the Expenses (as defined in item 2.1c)) or preparation of year-end financial statements, MSSI administration costs or any services of any kind or nature other than those listed in the attached Schedule A.

b) Fee Increases

MSSI shall have the right to increase or decrease the Monthly Fee, at any time and from time to time by providing the Company with at least six (6) months' notice, subject to approval by the Company which may not be unreasonably withheld. Until the proposed fee increase becomes effective, the Company shall continue paying the then-current Monthly Fee.

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c) Expenses

The Company will reimburse MSSSI for all reasonable and necessary expenses and disbursements (the “**Expenses**”) incurred by it in connection with the Engagement, on a monthly basis through PAD charged to the Company’s operating bank account for deposit to MSSSI’s operating bank account.

Without limiting the generality of the foregoing, the Company agrees that in the event that it requires access to the MSSSI server or any records managed by MSSSI, the Company will reimburse MSSSI for its costs associated therewith at a fee of \$20 per hour, calculated based upon an hourly report generated by the server log where applicable.

d) Harmonized Sales Tax (“HST”)

Harmonized Sales Tax shall be payable on the Monthly Fees and Expenses of MSSSI where applicable and shall be paid by the Company. The Company shall also be responsible for any other goods and services, sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, provincial, territorial or local governmental entity or regulatory authority on any amounts payable by the Company hereunder.

e) Special/Additional Services

If MSSSI is requested by the Company to provide any special or additional services other than those listed in the attached Schedule A, then this request must be made in writing with at least thirty (30) days’ notice and the terms, conditions and additional fees must be agreed to by the Parties in writing before MSSSI commences or undertakes to provide any such special or additional services. MSSSI shall, in its sole discretion, make any final determination as to whether or not to provide any additional services to the Company not listed in the “Schedule A”.

For greater certainty and without limiting the foregoing, the Company agrees that in the event it becomes subject to an audit by any regulatory authority and requires the assistance of MSSSI, MSSSI shall charge a fee of Cdn\$175.00 per hour in connection therewith (subject to increase to such amount as may be advised in writing by MSSSI from time to time).

f) Terms and Conditions of Services

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In the event the Monthly Fee and/or any other fees or Expenses owed by the Company to MSSSI remain unpaid for a period of thirty (30) days from the date of delivery of an invoice with respect thereto, the Company shall pay to MSSSI, in addition to such outstanding and unpaid amounts, interest at the rate of two percent (2%) per month (26.82% annualized), which interest is calculated on a daily basis.

MSSSI shall have the right to withhold and suspend the provision of any services to the Company if any of the accounts rendered by MSSSI to the Company remain unpaid for more than sixty (60) days following delivery of any invoices with respect to such accounts to the Company.

g) Alteration of Services

Notwithstanding any other provision in this Agreement, MSSSI may, from time to time, change the Services provided without the consent of the Company provided that such changes do not materially affect the nature or scope of the Services.

h) Retainer

A retainer of no less than \$2,500.00 shall be paid by the Company to MSSSI prior to the commencement of any Services by MSSSI. MSSSI reserves the right to set off any debts owed by the Company against the retainer as necessary. MSSSI further reserves the right to cease the provision of any Services if the balance of the retainer falls below \$2,500.00, until additional retainer payments have been made by the Company. Any retainer balance remaining at the termination of this Agreement shall first be used to set off any outstanding debts owed by the Company to MSSSI, following which the remaining balance will be returned to the Company within sixty (60) days of the termination of this Agreement.

**ARTICLE III
ELECTRONIC IMAGING OF ORIGINAL DOCUMENTS**

- 3.1** The Canada Revenue Agency (the “**CRA**”) rules allow for the retention of business records in an electronically readable format.
- 3.2** The Company agrees that MSSSI may electronically record any or all paper images of the Company’s books and records and such other data which is provided to, or produced by, MSSSI.

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- 3.3 The Company further agrees that once such paper image is electronically recorded, MSSI may arrange for the destruction of the paper image.
- 3.4 For as long as is required by the CRA to retain electronic records, MSSI will be able to reproduce for the Company an electronic record of any paper image that was destroyed.
- 3.5 For more information on the CRA's requirements for record keeping and electronic recording of business records, please visit:

<https://www.canada.ca/en/revenue-agency/services/tax/businesses/topics/keeping-records/acceptable-format-imaging-paper-documents-backing-electronic-files.html>

**ARTICLE IV
WORK PRODUCT**

- 4.1 Notwithstanding Article XIII of this Agreement, any and all templates, programs, processes, tools and in-process work product, made, designed, used, conceived or created by MSSI, either before or during the course of or arising from or as a consequence of the provision of its Services to the Company, shall be and at all times remain, the sole and exclusive property of MSSI and shall not be removed from the premises of MSSI or released without its written consent unless required by law, and shall not be used, copied, revised or reproduced by the Company without the permission of MSSI.
- 4.2 In-process work product shall include all writings, records, and other documents and things comprising, containing, describing, discussing, explaining or evidencing any of the work or otherwise of MSSI, whether in a preliminary, complete or finished state.

**ARTICLE V
STANDARD OF CARE**

- 5.1 MSSI will exercise reasonable care and diligence and act in good faith in the provision of the Services pursuant to this Agreement.
- 5.2 MSSI assumes no responsibility and shall not be held responsible or liable for any Claim (as defined below) suffered or incurred by the Company, including any Claim arising out of or occasioned by the Company's use, reliance upon or publication of

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any financial records, statements, advice, opinions or other work product prepared by MSSSI or otherwise produced as a result of this Engagement and delivered to the Company by MSSSI, unless any such Claim is caused by and is the direct result of the wilful default, gross negligence or fraudulent conduct of MSSSI in connection with the Engagement, in each case subject to the terms and conditions of this Agreement.

- 5.3** Regardless of the nature and extent of any loss, damage, expense or cost suffered or incurred by the Company for which MSSSI could be held responsible, under no circumstances will any liability of MSSSI exceed the aggregate amount of the Monthly Fees, net of HST, paid by the Company to MSSSI, for Services performed by MSSSI during the preceding twelve (12) months.
- 5.4** In no event shall MSSSI be responsible for any Claims until the total of all exceeds \$10,000 in the aggregate.
- 5.5** MSSSI shall not be liable for any Claim suffered or incurred by the Company due to any cause or causes beyond the reasonable control of MSSSI, including any delay or cessation of its services resulting from or as a consequence of any work stoppage, power or other mechanical failure, natural disaster, governmental action, pandemic, communications disruption or other like cause or force majeure.
- 5.6** MSSSI shall not be liable for any special, indirect, incidental or consequential loss, damage, cost or expense of any kind whatsoever (including, without limitation, legal fees and damages for loss of profit) which may be suffered or incurred by the Company as a result of the Company's use and/or reliance upon the Services or MSSSI's performance or failure to perform the Services under this Agreement or otherwise as a result of this Engagement.

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- 5.7** The Company hereby acknowledges that it may supply MSSSI with various data, including, but not limited to, financial data in electronic format. Notwithstanding any other provision of this Agreement, the Company agrees and acknowledges that MSSSI shall be entitled to rely upon all such data as accurate and complete, and MSSSI shall not be required to independently verify any such data.
- 5.8** MSSSI shall not be responsible or held liable for any claims for loss of data, availability of data or corruption of data that occurs as a result of causes beyond the direct and exclusive control of MSSSI. With limiting the generality of the foregoing statement, this specifically includes the loss of access to electronic records which were held by third parties and which were not acquired, transferred and/or downloaded by the Company upon the termination of this Agreement prior to the cessation by the third party provider to access to such electronic records, and such losses or corruption as may occur as a consequence of the use, by MSSSI, of third-party hardware, software and services (for clarity only, this includes, but is not limited to, hardware malfunctions or failures, use or failure of *QuickBooks* or similar third-party accounting software, or use or failure of "cloud"-based electronic storage/transfer services provided by a third party). MSSSI shall not be responsible for determining when such access provided by third party holders of electronic records to such electronic records shall cease, nor for communicating such date to the Company.
- 5.9** MSSSI shall not be responsible for the destruction of any paper images of the business records of the Company, provided an electronic record of such was produced prior to the paper image being destroyed.
- 5.10** In addition to the foregoing provisions of this Article V, the Company has executed Schedule "B" concurrently with the execution hereof, and the Parties agree and acknowledge that the provisions of Schedule "B" are deemed to be incorporated herein and form an integral part of this Agreement.

**ARTICLE VI
REPRESENTATIONS AND WARRANTIES**

- 6.1** Each Party represents and warrants to the other Party that:
- a) it is incorporated validly existing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation or formation;

- b) it has the corporate power and capacity to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;
- c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and
- d) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

ARTICLE VII OBLIGATIONS OF THE COMPANY

- 7.1 The Company shall designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Company Relationship Manager**”), with such designation to remain in force unless and until a successor Company Relationship Manager is appointed.
- 7.2 The Company Relationship Manager shall respond promptly to any reasonable requests from MSSl for instructions, information or approvals required by MSSl to provide the Services. The Company Relationship Manager shall also cooperate with MSSl as required in its performance of the Services, including but not limited to the providing of access to the Company’s books and records as necessary.
- 7.3 The Company Relationship Manager shall take all steps necessary, including obtaining any required licenses or consents, to prevent Company-caused delays in MSSl’s provision of the Services.
- 7.4 If MSSl’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Company, the Company Relationship Manager or any of its agents, subcontractors, consultants or employees, MSSl shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, penalties or losses sustained or incurred by the Company, in each case, to the extent arising directly or indirectly from such prevention or delay.

- 7.5** As part of MSSI's robust internal control system, the Company will be required to review and approve a periodic checklist (the "**Checklist**") to ensure accurate and complete processing of all applicable transactions. In the event that MSSI delivers a Checklist to the Company for review and approval and the Company fails to respond to MSSI with respect thereto within five (5) business days from the date thereof, the Company will be deemed to have reviewed and approved all matters set forth in such Checklist and MSSI shall have no liability with respect to any matters set forth therein. A blanket waiver form will be made available to facilitate compliance with the foregoing internal controls should the Company opt to not participate in this periodic review and approval process.

ARTICLE VIII INDEMNIFICATION

- 8.1** In addition to and without limiting any other indemnity afforded to MSSI, the Company agrees to indemnify, defend and hold harmless MSSI, its parent, affiliates and related entities and each of its and their respective shareholders, directors, officers, employees, partners, agents, successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all demands, claims, assessments, proceedings, suits, actions, costs, judgments, penalties, interest, liabilities, losses, damages, debts, harms, expenses and disbursements (including expert consultant and legal fees and disbursements on a substantial indemnity, or solicitor and client, basis) (collectively, the "**Claims**") that the Indemnified Parties or any individual Indemnified Party may suffer, incur or have asserted against them by reason of or arising out of or as a result of or consequence of or in any way related to the Engagement (as same may be amended, modified or supplemented by agreement in writing between MSSI and the Company from time to time) and any duties which MSSI may owe to the Company hereunder or in respect of any other services that MSSI may provide to the Company, except that no individual Indemnified Party shall be entitled to indemnification by the Company in the event such Indemnified Party is found by a court of competent jurisdiction in a final ruling to have engaged in willful misconduct, been grossly negligent or committed an act of fraud, and such willful misconduct, gross negligence or act of fraud is the direct cause of such Claim. Without limiting the generality of the foregoing, the Company agrees to indemnify and save harmless the Indemnified Parties against and from any present and future taxes (other than income taxes), duties, assessments or other charges imposed or levied on behalf of any governmental authority having the power to tax in connection with MSSI's duties hereunder.

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In addition, the Company agrees to reimburse, indemnify and save harmless the Indemnified Parties for, against and from all legal fees and disbursements (on a substantial indemnity, or solicitor and client, basis) incurred by an Indemnified Party if the Company commences an action, or cross claims or counterclaims, against the Indemnified Party and the Indemnified Party is successful in defending such claim.

Without limiting the generality of the foregoing, this indemnity will apply to any directions by the Company relating to or concerning any of the Services described in this Agreement.

- 8.2** The Company further agrees to indemnify, defend and save harmless the Indemnified Parties from and against all costs (including legal fees) and any and all claims asserted against any Indemnified Party in any action, crossclaim, counterclaim or proceeding which the Company may be a party to or any action or proceeding by a third party against an Indemnified Party by reason of or arising out of or as a result of or consequence of the Engagement, and agrees to reimburse the Indemnified Party for any and all costs and expenses (including legal fees) incurred in connection therewith.
- 8.3** The Company agrees that in case any legal proceeding shall be brought against an Indemnified Party in connection with the Engagement and/or the Company, or any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, shall investigate an Indemnified Party in connection with the Engagement and/or the Company, and/or any Indemnified Party shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Company by an Indemnified Party, the Indemnified Party shall have the right to employ its own counsel in connection therewith provided that it acts reasonably in selecting such counsel, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse MSSI for time spent by any Indemnified Party in connection therewith) and out-of-pocket expenses incurred in connection therewith shall be paid by the Company as they occur.

**ARTICLE IX
COVENANT OF NON-SOLICITATION OF EMPLOYEES**

- 9.1** In consideration of the provision of the services of MSSSI hereunder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company agrees that during the term of the Engagement and for a period of twelve (12) months following its termination for any reason, the Company will not, directly or indirectly, on its own behalf or on behalf of or in conjunction with any other person solicit, recruit, employ, engage, hire, accept services from or attempt to solicit, recruit, employ, engage, hire or accept services from any employee or independent contractor or agent of MSSSI, its parent, affiliates and related entities, or any person who was employed or engaged as an independent contractor or agent by MSSSI, its parent, affiliates and related entities, during the twelve (12) month period preceding the termination of this Agreement, and the Company will not or persuade or attempt to persuade any employee or independent contractor or agent of MSSSI, its parent, affiliates and related entities, to terminate or modify such employee's relationship with MSSSI, its parent, affiliates and related entities, to the detriment of MSSSI, its parent, affiliates and related entities.
- 9.2** The Company agrees that the provisions of Section 9.1 constitute a reasonable restriction necessary to ensure fair dealings and a productive business relationship, and without limiting the generality of this statement, the Company specifically agrees that the time frame during which the restriction applies, and the range and type of restricted activities are reasonable in the circumstances.
- 9.3** The Company may request the consent of MSSSI to a waiver of the non-solicitation provision set out in section 9.1, such consent being subject to unreasonable withholding or delay at MSSSI's sole and absolute discretion and subject to Section 20.5 of this Agreement.

In the event that such consent is given, in addition to the payment of any and all fees and expenses, including legal fees and disbursements incurred or expended in the amendment of this Agreement and the waiver of section 9.1, the Company shall immediately pay to MSSSI, its parent, affiliates or related entities, an amount equal to two times the amount of gross wages or aggregate fees paid to said employee or person on a monthly basis, as well as a number of options to be negotiated between the Parties.

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In the event such consent is given, the Parties, as well as such employee or person, will enter into a confidentiality agreement, the terms of which will be negotiated between the Parties at the time.

- 9.4** The Company acknowledges that any breach of this covenant will cause and result in damage to MSSSI, its parent, affiliates and related entities.
- 9.5** In addition to the payment of any and all fees and expenses, including legal fees and disbursements incurred or expended in asserting its rights herein, in the event of a breach by the Company of section 9.1 hereof, the Company shall pay to MSSSI, its parent, affiliates and related entities, as liquidated damages and not as a penalty, an amount equal to the gross wages or aggregate fees paid to said employee or person during the six (6) month period preceding the termination of their employment with, engagement by and/or cessation of their services to MSSSI, which the Company agrees is a reasonable estimate of the damages that will be suffered by MSSSI, its parent, affiliates and related entities, as a consequence of a breach of this Article IX, and such payment shall be in addition to, and not in limitation of, any other rights or remedies to which MSSSI, its parent, affiliates and related entities, are or may be entitled in the circumstances of the breach.

**ARTICLE X
PROCEEDS OF CRIME AND MONEY LAUNDERING ACT**

- 10.1** The *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (“**PCMLTFA**”) places a legal obligation on MSSSI to report transactions that may be suspicious of being related to a money laundering or terrorist financing offence.
- 10.2** The PCMLTFA also requires MSSSI to report large cash transactions that exceed \$10,000, the cross-border of currency or monetary instruments that exceed \$10,000, and whether MSSSI is in possession or control of property that is considered terrorist property.
- 10.3** PCMLTFA requires MSSSI to ascertain the identity and existence of clients and other entities.
- 10.4** The Company agrees to provide to MSSSI as soon as reasonably practicable following a request all information and documentation that MSSSI may reasonably require from time to time for the purposes of ensuring compliance with PCMLTFA, as it may be amended from time to time, and any similar legislation.

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- 10.5** MSSSI shall be under no obligation to carry out any act where to do so would in the opinion of MSSSI amount to a breach or possible breach of any applicable law, rule or regulation, including without limitation, PCMLTFA.
- 10.6** Pursuant to its PCMLTFA obligations, MSSSI may have to report information about the Company that might otherwise be considered confidential. The reporting of this information may place the Company and MSSSI in a conflict of interest. Should such a conflict arise as a result of PCMLTFA or other applicable laws or regulations, MSSSI may be required to withdraw from this Engagement.
- 10.7** The Company accepts and acknowledges the obligations of MSSSI to take such acts as are set forth in this Article X and make such disclosures of information and documents relating to the Company as it considers appropriate to comply with PCMLTFA and other applicable legislation and regulations, and the potential conflict of interest that may arise as a result of taking such acts and/or making such disclosure.
- 10.8** The Company agrees that any *bona fide* action taken by MSSSI in connection with the foregoing provisions of this Article X shall not constitute a breach of contract or render MSSSI or any of its affiliates or related entities liable for any Claims whatsoever in respect thereof.
- 10.9** The Company undertakes and covenants that:
- (i) it shall not be directly or indirectly engaged with or be involved in any unlawful activity or be used for any unlawful purpose, including without limitation any activity that would constitute laundering proceeds of crime or laundering proceeds of excise offences under the criminal or tax laws of Canada or the laws of any other applicable jurisdiction;
 - (ii) no instructions given to MSSSI will require or involve any unlawful act or contain any falsehood, and
 - (iii) all information given to MSSSI will be accurate and not misleading.

**ARTICLE XI
CANADIAN ANTI-SPAM LEGISLATION**

- 11.1** From the perspective of the Canadian Anti-Spam Legislation, the Company hereby acknowledges that any communications between the Company and MSSSI,

electronic or otherwise, is consented to between the Parties insofar as such communication is reasonable and appropriate to this Agreement.

**ARTICLE XII
GOVERNING LAW/AMENDMENTS**

- 12.1** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and shall not be amended, revised, modified or supplemented without the written consent of both the Company and MSSl.

**ARTICLE XIII
CONFIDENTIAL INFORMATION**

- 13.1** MSSl acknowledges that in the course of the services provided, MSSl will receive and be made privy and have access to the Company's proprietary and confidential information, and that the unauthorized disclosure or use of any such proprietary and confidential information would be highly detrimental to the interests of the Company.
- 13.2** MSSl agrees that during the term of this Agreement and following its termination, for any reason whatsoever, MSSl shall not use, divulge, diffuse, sell, transfer, circulate or otherwise distribute to any person or entity whatsoever or whomsoever, (other than persons authorized by the Company or persons who, in the course of fulfilling the duties and responsibilities of this Agreement with the Company, MSSl is required to), or otherwise make public, any confidential information which shall consist of any and all information and documentation regarding the business of the Company and/or its business which is not in the public domain (the "**Confidential Information**"), provided that Confidential Information does not include information which: (a) is generally available to or known by the public other than as a result of improper disclosure by MSSl or pursuant to a breach of this Article XIII by MSSl; (b) is obtained by MSSl from a source other than the Company, provided that, to the reasonable knowledge of MSSl, such source was not bound by a duty of confidentiality to the Company or another party with respect to such information; (c) is developed by MSSl independently of any disclosure by the Company; or (d) was in MSSl's possession prior to its disclosure by the Company.
- 13.3** Under no circumstances shall MSSl reproduce any Confidential Information without the prior written consent of the Company. All reproductions of Confidential

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Information shall be governed by this Agreement and shall be treated as Confidential Information hereunder.

- 13.4** Any document or work composed, assembled or produced by MSSI and containing Confidential Information (including, without limitation, all notes, extracts, text or references from which any Confidential Information can be implicitly or otherwise revealed or understood) shall be deemed to also be Confidential Information within the meaning of this Agreement, and shall be treated as such. MSSI shall not publish or release or allow the publication or release of any material containing Confidential Information without the prior written consent of the Company.
- 13.5** In the event of conflict between this Article XIII and Article IV of this Agreement, Article IV shall prevail.

**ARTICLE XIV
TERMINATION BY COMPANY**

- 14.1** This Agreement may be terminated by the Company during the Initial Term provided that: (i) the Company provides MSSI with at least three (3) months' written notice of termination; and (ii) MSSI provides its prior written consent to such termination. Notice of early termination that is provided by the Company during the course of a month shall be deemed to become effective at the end of the month.
- 14.2** Subject to Article XVI, this Agreement may be terminated by the Company at any time following the Initial Term by notice in writing given to MSSI not less than thirty (30) days' prior to the effective date of such termination (which period of notice may be waived by MSSI in whole or in part in its sole discretion).

**ARTICLE XV
TERMINATION BY MSSSI**

- 15.1** Notwithstanding any other provision hereof, if the Company fails to provide materials or information requested by MSSSI for The Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) purposes, MSSSI may at its sole discretion terminate this Agreement by providing the Company with at least ten (10) calendar days' written notice, upon which termination the Company shall be liable to MSSSI in accordance with Article XVI.
- 15.2** The Agreement may be terminated by MSSSI upon giving the Company at least (3) months' prior written notice. Notice of early termination that is provided by MSSSI during the course of a month shall be deemed to become effective at the end of the month.
- 15.3** MSSSI considers harassment (including but not limited to harassment related to age, disability, gender reassignment, race, religion or belief, sex or sexual orientation, unwanted conduct of a sexual nature or bullying in any form) unacceptable and will treat all complaints seriously. If MSSSI or any of its employees or contractors feel that they have been subjected to harassment from the Company or any of its representatives, MSSSI shall have the right to terminate its provision of services and this Agreement immediately, without any further liability on the part of MSSSI or any of its affiliates or related entities, and upon which termination the Company shall be liable to MSSSI in accordance with Article XVI.

**ARTICLE XVI
OBLIGATIONS OF THE PARTIES UPON TERMINATION**

- 16.1** Within seven (7) calendar days following the effective date of termination of this Agreement in accordance with the terms hereof, MSSSI will release to the Company all of the Company's books and records and such other data which was provided to MSSSI by the Company during the term of the Agreement (subject to Article III and excluding all work products of MSSSI referred to in Article IV), provided that MSSSI receives payment in full of any outstanding and unpaid invoices it has rendered to the Company, as well as payment in full of any fees and Expenses accrued by MSSSI in connection with the Engagement prior to the effective date of termination, and provided that MSSSI may retain a copy of such materials for corporate retention purposes.

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- 16.2** Notwithstanding the foregoing, the Company will be solely responsible for acquiring, transferring, and/or downloading any and all electronic records from any third-party holders of such records immediately following the effective date of termination, and otherwise prior to the removal of such access by the third-party provider to such electronic records, with such date to be confirmed by the Company.
- 16.3** Within five (5) calendar days of the termination of this Agreement, the Company shall pay the following to MSSSI:
- (i) all Monthly Fees, Expenses and other amounts payable to MSSSI hereunder and outstanding on the date of termination;
 - (ii) an amount equal to 20% of the last annual remuneration of MSSSI hereunder to provide for the delivery of all records maintained by MSSSI hereunder necessary to ensure continuity of service to the Company or to a successor service provider appointed by the Company, and for the expenses of handling subsequent enquiries and correspondence that may continue to be received by MSSSI, notwithstanding its termination;
 - (iii) an amount sufficient to reimburse MSSSI for ongoing and future storage fees for the storage of the Company's records which must be retained by MSSSI, notwithstanding its termination; and
 - (iv) If this Agreement is terminated pursuant to any of Sections 14.2, 15.1 or 15.3 hereof, payment in an amount equal to four (4) months of MSSSI's then applicable Monthly Fee.

**ARTICLE XVII
MSSSI CLIENT PROFILE**

- 17.1** Contemporaneously with the execution of this Agreement, the Company shall fully and accurately complete MSSSI's Client Profile Form and provide valid supporting documentation which includes, but is not limited to:
- articles of Incorporation;
 - resolutions passed by the board or shareholders;

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- documents pertaining to authorized signatories; and
- personal identification of the authorized signatories,

and the Company represents and warrants that all information set forth in such Client Profile Form is accurate and complete and undertakes to notify MSSI promptly of any change in the information set forth therein during the currency of this Agreement.

**ARTICLE XVIII
AUDIT RIGHTS**

- 18.1** If MSSI believes it is in the best interest of the Company, MSSI shall be permitted to recommend an auditor to the Company's audit committee.

**ARTICLE XIX
ENTIRE AGREEMENT**

- 19.1** This Agreement together with the MSSI Client Profile Form to be provided hereunder, collectively constitute the entire agreement between MSSI and the Company in respect of the subject matter hereof. The Parties agree that save and except as provided for herein and therein, there are no other representations, warranties, guarantees or agreements between the Parties, collective or individual and that any changes or amendments to this Agreement will not be effective without the written consent of the Parties.

**ARTICLE XX
GENERAL PROVISIONS**

- 20.1** The Parties acknowledge that the established method of communication between the Parties is through e-mail or telephonic means and that MSSI is not obligated to respond to any communication received outside of the established methods of communication, including but not limited to text messages, WhatsApp messages or Facebook messages.
- 20.2** MSSI's hours of operation are between 9:00 am and 5:00 pm EST from Monday to Friday and MSSI will, on a best-efforts basis, respond to any communication properly received within forty-eight (48) hours of receipt during its hours of

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operation. MSSSI and its employees may, but are not obligated to, respond to communications outside of the hours of operation stated above.

- 20.3** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- 20.4** The provisions of this Agreement prevail over any of the Company's general terms, conditions or policies. Provision of the Services to the Company does not constitute acceptance of any of the Company's terms, conditions or policies and does not serve to modify or amend this Agreement.
- 20.5** No waiver by the Parties of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the respective Party. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 20.6** The Company shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of MSSSI. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves the Company of any of its obligations under this Agreement.
- 20.7** Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and ensure to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns.
- 20.8** If any part of this Agreement is declared invalid, illegal or inoperative, for any reason, it is the intent of the Parties that the remaining parts will be effective and fully operative and that any court interpreting this Agreement and any provisions in it will construe in favour of its survival.
- 20.9** All references to dollar amounts in this Agreement are to Canadian currency.

Marrelli Support Services Inc.

20.10 Articles VIII, IX, XII, XIII, XVI and XX hereof, as well as Schedule B hereto, shall remain in full force and effect notwithstanding any termination or expiration of this Agreement.

* * * * *

MSSI looks forward to the opportunity of providing its services to the Company and asks that you acknowledge your acceptance of and agreement with the terms and conditions set out in this Agreement by signing and returning the enclosed duplicate copy of this letter agreement at your earliest convenience.

Yours truly,

MARRELLI SUPPORT SERVICES INC.

Per: (s) Carmelo Marrelli
Carmelo Marrelli

I have authority to bind the Corporation

I/WE HEREBY agree to the terms and conditions set out above and on the attached Schedules A and B.

DIAGNAMED INC.

Per: (s) Fabio Chianelli
Fabio Chianelli, President

I have authority to bind the Corporation

Date: March 19, 2021

SCHEDULE A

Accounting

- **Banking**
 - Maintain up to 2 (two) bank accounts
 - Reconcile bank balances monthly
 - Facilitate deposits into the accounts
 - Receive invoices for processing
 - Payment of invoices as instructed
 - For internal control purposes provide as requested second signature on bank accounts

- **Books of Original Entry**
 - Using Quickbooks (updated yearly) to maintain accounting records
 - Record entries pursuant to the agreed upon chart of accounts

- **Financial Statements and MD&A while a private company**
 - Draft the Financial Statements and MD&A (charges will be rendered at \$175.00 per hour plus a three percent administration fee)

A retainer shall be provided to MSSSI prior to the commencement of the provision of any services.

Marrelli Support Services Inc.

**SCHEDULE "B"
RELEASE OF LIABILITY**

- 1.1 The Company is fully aware and fully understands that having its information electronically collected and stored, may cause said information to be stolen, lost, corrupted, hacked or misused by third-parties.
- 1.2 Despite the foregoing, the Company accepts and permits its information to be collected and stored electronically by MSSSI and other third-parties and the Company hereby releases, indemnifies and discharges MSSSI, its parent, affiliates and related entities and each of its and their respective shareholders, directors, officers, employees, partners, agents, successors and assigns from any liability or damages suffered by the Company as a result of the electronic collection and electronic storage of the Company's information.
- 1.3 The Company further is fully aware and fully understands that having its information used by third-party computer software programs and applications such as *QuickBooks* desktop, *QuickBooks* online, *Hubdoc*, *Smartvault* and other computer software programs and applications used by MSSSI in connection with the services provided to the Company, may cause said information to be stolen, lost, corrupted, hacked or misused by third-parties.
- 1.4 Despite the foregoing, the Company accepts and permits its information to be collected and used by third-party computer software programs and applications and the Company hereby releases, indemnifies and discharges MSSSI, its parent, affiliates and related entities and each of its and their respective shareholders, directors, officers, employees, partners, agents, successors and assigns from any liability or damages suffered by the Company as a result of the use of these third-party computer software programs and applications.
- 1.5 The Company acknowledges that it has had a chance to obtain independent legal advice prior to executing the Agreement to which this Schedule B is attached and this Release and has entered into these agreements freely and voluntarily.

I/WE HEREBY agree to the terms and conditions set out above and on the attached Schedule B.

DIAGNAMED INC.

Per: (s) Fabio Chianelli
Fabio Chianelli, President

I have authority to bind the Corporation

Date: March 19, 2021