

**CONSULTING SERVICES AGREEMENT ("Agreement")**

**THIS AGREEMENT** effective as of the October 10, 2020

**B E T W E E N :**

**FABIOTECH INC.**

58 Bloomingdale Lane  
Woodbridge, ON L4L 6X8

**("Consultant")**

-and-

**DIAGNAMED INC.**

82 Richmond Street East  
Toronto, ON M5C 1P1

**("Company")**

1. Consulting Services
  - 1.1 Consultant agrees to provide the services set forth in Schedule "A" attached (the "Services") in accordance with the terms of this Agreement. Consultant agrees to use his best efforts in the performance of the Services.
2. Term and Termination
  - 2.1 This Agreement is legally binding as of the date set forth above, and shall continue until December 31, 2025, (the "Term") unless terminated in accordance with Article 2.2 or extended by mutual written agreement of the parties. The Consultant acknowledges that, on any termination of this Agreement by the Company, the Consultant shall be entitled to payment of fees to the effective date of termination and shall not be entitled to any other payment whatsoever. . This Agreement may be renewed or extended for any period as may be agreed by the parties.
  - 2.2 Notwithstanding that this Agreement is for a fixed term, it may be terminated earlier by either party for just cause. Just cause shall include, but is not limited to, a breach of any provision of this Agreement. In the absence of just cause, either party may terminate the Agreement at any time on 30 days' notice or pay in lieu of notice.

### 3. Compensation

- 3.1 As compensation for its services under this Agreement, the Company shall pay to the Consultant a monthly fee of \$15,000.00 CAD plus applicable taxes, payable on the first business day of each month during the Term.
- 3.2 Consultant shall pay all sales, use, consumption, goods and services and similar taxes, duties, rates or levies of any nature whatsoever imposed upon or arising out of this Agreement in connection with the Services performed hereunder.
- 3.3 Consultant shall be responsible for the payment of all income taxes attributable to any payments made under this Agreement. The Consultant shall indemnify and save harmless the Company from any and all fees, assessments, levies, rates, taxes, interest, penalties or other charges made, demanded, assessed or otherwise claimed by any provincial or federal government or other body of competent jurisdiction in respect of any monies paid to the Consultant under this Agreement, except goods and services and provincial sales taxes. Without limiting the foregoing, if the Company is assessed or reassessed by any applicable federal or provincial authority or if any claim is made against the Company respecting any failure by the Company to deduct or withhold any amount required by law, the Consultant shall pay to the Company the amount of money that may be required by the applicable authority to be paid by the Company to satisfy fully any claim made by the authority against the Company.

### 4. Expenses

- 4.1 The Consultant shall be reimbursed for all authorized, reasonable expenses incurred in connection with the performance of the Services contemplated in this Agreement.

### 5. Nature of Relationship

- 5.1 The Parties acknowledge that:
  - 5.1.1 the relationship of the Consultant to the Company is that of independent contractor;
  - 5.1.2 nothing in this Agreement shall be construed as:
    - making the Consultant an employee or agent of the Company; or
    - imposing any liability as partner, joint venturer, principal or agent on the Company or the Consultant, as the case may be.

### 6. General

- 6.1 This Agreement constitute the complete agreement between the parties relating to the Services and replaces any previous written or oral communications, proposals,

understandings or agreements made between the parties relating to the Services. This Agreement may not be amended or modified in any respect except by written agreement signed by all parties.

- 6.2 The invalidity or unenforceability of any provision or covenant in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained, and this Agreement shall be construed as if such invalid or unenforceable provision or covenant were omitted.
- 6.3 Each of the parties acknowledges that it has read and understood this Agreement and agrees to be bound by its provisions.
- 6.4 This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. Each of the parties consents to the exclusive jurisdiction of the courts of the Province of Ontario in any action or proceeding institutes in connection with this Agreement.

**IN WITNESS WHEREOF** this Agreement has been executed by the parties this 1<sup>st</sup> day of October 10, 2020.

**FABIOTECH INC.**

**DIAGANMED INC.**

By: (s) Fabio Chianelli  
Name: Fabio Chianelli  
Title: President

By: (s) Fabio Chianelli  
Name: Fabio Chianelli  
Title: President

## Schedule "A"

### Consulting Services

The Consultant is engaged as a director of the Company and to carry out the services of the following office: "Chief Executive Officer".

Duties include:

- (a) at all times serving the best interests of the Company;
- (b) developing appropriate strategies and business plans of the Company (including principally business development, growth and marketing strategies and plans) for consideration and approval of the board of directors of the Company;
- (c) representing the Company to the public and the public markets, for the purposes of seeking investor capital and in general;
- (d) assuming overall responsibility for the management of the Company as a whole;
- (e) attending and participating in all meetings of the board of directors except for such meetings where attendance is not reasonably practicable; and
- (f) reporting to the board of directors of the Company from time to time regarding the performance and prospects of the Company.