

This Employment Agreement ("Agreement") is made and effective **January 1, 2017**.

BETWEEN:

SYNC.COM INC. (the "Corporation"), a corporation incorporated under the laws of the Province of Ontario with a Head Office located at 155 Gordon Baker Road, Suite 102, Toronto ON M2H 3N5

and

Steve Shorter ("Employee"), an individual residing in the Province of Ontario

RECITALS

- A. The Corporation is engaged in the business of software development and cloud based data storage.
- B. Employee is willing to continue to be employed by the Corporation, and the Corporation is willing to continue to employ Employee on the terms, covenants, and conditions set forth in this Agreement.
- C. The Corporation has separately provided a stock option agreement to the Employee as consideration for the Employee signing this new Agreement. This Employment Agreement replaces any prior employment agreements between the Corporation and Employee.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

1. EMPLOYMENT

- (a) The Corporation hereby continues to employ Employee as **Senior System Administrator**.
- (b) Employee accepts and agrees to such employment, subject to the general supervision and pursuant to the orders, advice, and direction of the Corporation.
- (c) Employee shall perform such duties as are customarily performed by one holding such position, and shall also additionally render such other reasonable services and duties as may be assigned to Employee from time to time by the Corporation.

2. START DATE; TERM OF AGREEMENT

The term of this Agreement shall be indefinite commencing the date of the execution of this Agreement, subject, however, to prior termination as provided in this Agreement.

3. BEST EFFORTS OF EMPLOYEE

Employee agrees that he will at all times faithfully and to the best of his ability, experience, and talents, perform the duties that may be required of and from Employee pursuant to the terms of this Agreement, including the duties more particularly described in Schedule "A" annexed

hereto, to the reasonable satisfaction of the Corporation. Such duties shall be rendered at the head office of the Corporation, and at such other place or places as the Corporation shall in good faith require or as the interest, needs, business, or opportunity of the Corporation shall require.

4. RECOMMENDATIONS FOR IMPROVING OPERATIONS

Employee shall make available to the Corporation all relevant information of which Employee shall have any knowledge regarding the business of the Corporation and shall make all suggestions and recommendations that will be of benefit to the Corporation.

5. COMPENSATION AND BENEFITS OF EMPLOYEE

The Corporation shall pay Employee and Employee shall accept from the Corporation, in full payment for Employee's services under this Agreement, base salary of **\$98,000.00** per annum, payable in a manner consistent with the normal payroll practices of the Corporation.

Employee will continue to be eligible to participate in the Corporation's benefit plans, consistent with past practice, and as amended from time to time by the Corporation. As noted above, the Corporation has also provided Employee with a stock option agreement in a separate document.

6. VACATION AND HOLIDAYS

Employee shall be entitled to a total of **5** weeks (**25** business days) of paid vacation each calendar year during the term of this Agreement. Vacation accrues in equal monthly instalments. The scheduling of vacation is to be determined by mutual agreement between the Corporation and Employee but the Corporation reserves the right to impose a vacation schedule that meets its operational needs. Employee may 'carry forward' up to 5 unused vacation days in each year, which may be applied to Employee's vacation entitlement in the following year. Employee shall be entitled to statutory (public) holidays and/or holiday pay, in accordance with the *Employment Standards Act, 2000*(the "ESA").Employee acknowledges and agrees that Employee's position is that of an IT Professional, which is exempt from overtime pay pursuant to the Ontario *Employment Standards Act, 2000* ("ESA").

7. REIMBURSEMENT OF EXPENSES

The Corporation shall reimburse Employee for reasonable and customary business expenses consistent with past practice after Employee presents an itemized account of expenditures, provided that the Corporation's prior written consent is first obtained.

8. OTHER EMPLOYMENT

Employee shall not, during the term of this Agreement, be interested directly or indirectly, in any manner, as partner, officer, director, shareholder, advisor, employee, or in any other capacity in any business which competes with the Corporation's business.

9. TERMINATION OF EMPLOYMENT

- (a) **BY EMPLOYEE** Employee may resign at any time by providing 30 days prior written notice of the effective date of resignation. The Corporation reserves the right to waive all or part of any resignation notice period in excess of 30 days, in which case Employee's resignation will take effect at the end of the reduced period.

(b) **BY CORPORATION FOR CAUSE** The Corporation may terminate Employee's employment at any time for cause without notice or compensation in lieu. "Cause" means any grounds at common law for which an employer is entitled to dismiss an employee summarily without notice or compensation in lieu of notice.

(c) **BY CORPORATION WITHOUT CAUSE** The Corporation may terminate Employee's employment at any time without cause by providing Employee with a lump sum equal to three weeks base salary for every year or partial year of employment. The Corporation shall also maintain all benefits for the minimum period required by the ESA.

The lump sum shall be subject to all applicable taxes, and shall be less all authorized and necessary deductions.

The lump sum shall include all of the Employee's termination and severance entitlements pursuant to the ESA.

The payment of the lump sum shall be conditional on the Employee delivering a broad form of release, in a form satisfactory to the Corporation, to the Corporation.

(d) **FRUSTRATION OF CONTRACT DUE TO DISABILITY** Termination without cause does not apply if Employee's employment ceases because of frustration of contract resulting from Employee's disability. In that case, Employee will receive the greater of 3 months base salary continuance and the minimum notice (or pay in lieu) and minimum severance (if any) to which Employee is then entitled under the ESA. For these purposes, "disability" means physical or mental incapacity or disability that prevents Employee from performing the essential duties of Employee's position, with no reasonable prospect of timely recovery, as determined by the Corporation subject always to the Corporation's accommodation obligations under applicable Human Rights legislation.

(e) **GENERAL** If Employee's employment with the Corporation terminates for any reason whatsoever:

(i) any Benefits will remain in force (to the extent permitted under applicable Corporation's benefits policies) for the notice period provided under Section 9(c) hereof, subject to any restrictions imposed by the Corporation's benefits provider;

(ii) Employee will receive a payout of accrued and unused vacation, calculated in accordance with the minimum requirements of the ESA;

(iii) Employee will not be entitled to receive other notice or compensation in lieu or severance of any nature, whether under contract, statute, common law or otherwise, except as provided in this Agreement; and,

(iv) Employee will promptly return to the Corporation all documents, papers, computer programs, keys, access cards, passes, passwords, tokens, USB keys or other material in Employee's possession or under Employee's control, in any form or medium, that contains, constitutes or is derived from Confidential Information, Proprietary Property, together with all other property or equipment furnished to Employee by the Corporation in the course of or incident to Employee's employment. Following such termination, Employee will not retain any written or other tangible material containing or constituting Confidential Information or Proprietary Property.

10. **NON-SOLICITATION RESTRICTIONS**

Employee acknowledges that the Corporation, through its employment of Employee will provide Employee with Confidential Information, business and professional contacts, training and experience, and the ability to service and otherwise have access to the Corporation's customers, suppliers and clients. In consideration of the foregoing and of the benefits generally provided to Employee by the Corporation pursuant to the terms of this Agreement and otherwise, Employee agrees to abide and be bound by the restrictions and prohibitions set forth in this Section 10, which restrictions are intended by the parties to extend to any and all activities of Employee whether as an independent contractor, partner or joint venturer, or as an officer, director, stockholder, agent, lender, consultant, employee or salesperson for any person, firm, partnership, the Corporation or other entity, or otherwise.

(a) **NON-INTERFERENCE** Employee agrees that both during and for a period of 24 months after the termination for any reason whatsoever of Employee's employment with the Corporation, Employee shall not directly or indirectly (i) divert or attempt to divert from the Corporation (or any affiliate) any business of any kind in which it is engaged, or (ii) solicit, induce, or encourage (or attempt any of the foregoing) any person, firm, corporation or other business entity who is a supplier, business associate or referral source of the Corporation (and with whom Employee has had any direct dealings in the course of employment with the Corporation during the previous 24 months) to cease doing business with the Corporation or to reduce or limit its dealings with the Corporation.

(b) **NON-SOLICITATION OF CORPORATION'S CUSTOMERS AND CLIENTS** Employee agrees that for a period of 24 months after the termination for any reason whatsoever of Employee's employment with the Corporation, Employee shall not directly or indirectly solicit, induce, or encourage (or attempt any of the foregoing) any actual or potential customers or clients of the Corporation or its affiliates, with whom Employee has had any direct dealings in the course of his employment with the Corporation during the previous 24 months, to cease doing business with the Corporation or to reduce or limit its dealings with the Corporation.

(c) **NON-SOLICITATION OF EMPLOYEES AND CONTRACTORS** Employee agrees that both during and for a period of 18 months after the termination for any reason whatsoever of Employee's employment with the Corporation, Employee shall not directly or indirectly, solicit, induce, recruit or

encourage (or attempt any of the foregoing) any person employed or engaged by the Corporation or who was employed or engaged by the Corporation at any time within the prior 6 months, to leave his or her employment or engagement with the Corporation.

11. CONFIDENTIALITY AND OWNERSHIP OF PROPRIETARY PROPERTY

Employee acknowledges that in connection with Employee's employment, Employee may be given access to, generate, or otherwise come into contact with certain proprietary and/or confidential information of the Corporation, its affiliates, customers and suppliers, and that the Corporation is entitled to protect against the unauthorized dissemination and use of such information.

- (a) **CONFIDENTIAL INFORMATION** For purposes of this Agreement, "Confidential Information" means all information in any form or medium pertaining in any manner to the business of the Corporation or its affiliates, clients, suppliers, consultants, or business associates, unless the information is or becomes publicly known through lawful means. Without limiting the generality of the foregoing, Confidential Information includes, but is not limited to, (A) schematics, techniques, development tools, processes, operating procedures, methodologies, computer printouts, computer programs, design drawings and manuals, electronic codes, formulas and improvements; (B) systems which the Corporation owns, plans or develops, whether for its own use or for use by its clients; (C) information about costs, profits, markets, sales, customers, and bids; (D) plans for business, marketing, future development and new product concepts; and (E) employee personnel files and information about employee compensation and benefits.
- (b) **PROPRIETARY PROPERTY** For purposes of this Agreement, "Proprietary Property" means all processes, inventions, patents, copyrights, trademarks, and other tangible and intangible property that may be conceived or developed or contributed to by Employee either alone or with others, during the term of Employee's employment, whether or not conceived or developed during Employee's working hours, (i) with respect to which the equipment, supplies, facilities, or Confidential Information of the Corporation was used, or (ii) that relate at the time of conception or reduction to practice to the business of the Corporation or to the Corporation's research and development, or (iii) that result from any work performed by Employee for the Corporation.
- (c) **OWNERSHIP OF PROPRIETARY PROPERTY; WAIVER OF MORAL RIGHTS** All right, title and interest in and to Proprietary Property will be the sole property of the Corporation and Employee agrees that the Employee shall have no rights in any such Proprietary Property. Proprietary Property shall be considered "works for hire"; Employee hereby assigns to the Corporation all of Employee's right, title and interest in and to Proprietary Property, and hereby waives unconditionally any "moral rights" Employee may have in Proprietary Property. Employee must promptly disclose to the Corporation all inventions conceived during the term of employment if the invention constitutes Proprietary Property of the Corporation as defined in this Agreement, but such disclosure will

be received by the Corporation in confidence. Employee shall, from time to time as may be requested by the Corporation, at the Corporation's cost, both during and after employment with the Corporation, do all things which may be necessary to establish or document the Corporation's ownership of any Proprietary Property and to enable the Corporation to register patents, copyrights, trademarks, mask works, industrial designs and such other protections as the Corporation deems advisable anywhere in the world.

(d) **NON-DISCLOSURE** Employee agrees to hold all Confidential Information and Proprietary Property in strict confidence, and except to the extent necessary to carry out Employee's responsibilities as an employee of the Corporation or as specifically authorized in writing by the Corporation, Employee will not at any time, whether during or after Employee's employment with the Corporation, disclose to any person or use any Confidential Information or Proprietary Property, or permit any person to examine and/or make copies of any documents which contain or are derived from Confidential Information or Proprietary Property, whether prepared by Employee or otherwise coming into Employee's possession or control, without the prior written permission of the Corporation. Employee acknowledges that her obligations in this Section 11(d) extend to confidential or proprietary information received by the Corporation from third parties, and that such information may only be used or disclosed consistent with the Corporation's agreement with such third party. The Employee agrees that both during and after the termination for any reason whatsoever of the Employee's employment with the Corporation, Employee shall not denigrate or defame the Company or cause any negative publicity to be disseminated about the Company and its products and services either orally or in writing.

(e) **RETURN OF CONFIDENTIAL INFORMATION AND PROPRIETARY PROPERTY** Employee agrees that upon request by the Corporation, and in any event upon termination for any reason whatsoever of employment, Employee shall return to the Corporation all documents, papers or other material in Employee's possession or under Employee's control, in any form or medium, which may contain or constitute or be derived from Confidential Information or Proprietary Property, together with all documents, notes or other work product which is connected with or derived from Employee's services to the Corporation whether or not such material is at the Effective Date in Employee's possession.

12. **NOTICE**

Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by fax, email or other similar means of electronic communication, in each case to the applicable address set out below:

(a) If to the Corporation, to: 155 Gordon Baker Road, Suite 102
Toronto, ON, M2H 3N5
Email: info@sync.com
Fax:

(b) If to Employee to:

Steve Shorter
2 Maison Parc Court, Apt 524
Thornhill, ON L4J 9K4
Email:

Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by email or other means of recorded electronic communication, provided that the day in either event is a business day and the communication is so delivered, faxed or sent prior to 4:30 p.m. on that day. Otherwise, the communication shall be deemed to have been given and made and to have been received on the next following business day. Any such communication sent by mail shall be deemed to have been given and made and to have been received on the fifth business day following the mailing thereof; provided however that no such communication shall be mailed during any actual or apprehended disruption of postal services. Any such communication given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt. Any party may from time to time change its address under this Section 13 by notice to the other party given in the manner provided by this section.

13. EMPLOYEE PERSONAL INFORMATION

Employee acknowledges that the Corporation will collect, use and disclose Employee's personal information to establish, manage, terminate and administer the employment relationship. For these purposes, "personal information" means any information about Employee as an identifiable individual, but does not include Employee's name, title, business or business e-mail address or telephone number at the Corporation. Employee also acknowledges that the Corporation may disclose Employee's personal information to third parties where required for (1) payroll/direct deposit, and group benefit administration; (2) sell, acquire and transfer businesses; (3) for any other purposes that a reasonable person would consider appropriate in the circumstances of an employment relationship, and (4) where required by law to do so. Employee consents to the Corporation's collection, use and disclosure of personal information for these purposes. If Employee's specific consent to the collection, use or disclosure of personal employee information is required under applicable law, Employee hereby agrees to provide such consent.

14. ENTIRE AGREEMENT

This Agreement contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date of this Agreement, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement, and each of the parties acknowledges that Employee has relied on her own judgment in entering into this Agreement.

15. MODIFICATION OF AGREEMENT

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

16. COVENANTS INDEPENDENT; SEVERABILITY

Each covenant on the part of Employee set forth in Sections 10 and 11 of this Agreement shall be construed as a covenant independent of any other covenant or provisions of this Agreement or any other agreement which the Corporation and Employee may have. Employee agrees and stipulates that in light of all of the facts and circumstances of the relationship between Employee and the Corporation, the covenants contained in Sections 10 and 11 are necessary for the protection of the Corporation's legitimate business interests and are reasonable in scope and content. However, in furtherance of and not in derogation of the provisions of Sections 10 and 11, the Corporation and Employee agree that in the event a court of competent jurisdiction should decline to enforce all or part of any covenant set forth in Sections 10 and 11, then such covenant shall be deemed automatically to be modified to restrict Employee's activities to the maximum extent, in both time and geography, which that court shall find enforceable. If, notwithstanding the foregoing, a court of competent jurisdiction should decline to enforce all or part of any covenant set forth in Sections 10 and 11, then such covenant or part is to be deleted in such jurisdiction only, and the other parts and covenants remain in effect and are valid and enforceable to the fullest extent permitted by law.

17. SURVIVAL; ENFORCEABILITY

The provisions of each of Sections 10, 11, 16 and this Section 17 of this Agreement shall survive the termination for any reason whatsoever of Employee's employment, and shall remain enforceable by the Corporation in a court of competent jurisdiction. The existence of any claim or cause of action by Employee against the Corporation, whether predicated in whole or in part upon this Agreement or otherwise, shall not constitute a defense to the enforcement by the Corporation of such surviving provisions. Employee acknowledges that the breach or threatened breach of Employee's obligations under Sections 10 or 11 will give rise to irreparable injury to the Corporation or clients of the Corporation, inadequately compensable in damages. Accordingly, the Corporation may seek and obtain injunctive relief against such breach or threatened breach, in addition to any other legal remedies which may be available.

18. CURRENCY; GOVERNING LAW

Unless otherwise provided for herein, all dollar amounts referred to herein are Canadian funds. The Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the dates below.

Sync.Com Inc.

Per:


Name: Suhan Shan

I/We have the authority to bind the corporation

EMPLOYEE ACCEPTANCE I, Employee, am not under any contractual obligation that prevents me from accepting this Agreement or from abiding by its terms and conditions. I had the opportunity to confer with an independent legal advisor if I so wished, in advance of signing below. I have read and understood this Agreement and I accept and agree to be bound by its terms.

DATE: Jan 9 2016


EMPLOYEE

SCHEDULE 'A'

Senior System Administrator

As a Senior System Administrator, you are responsible for the development, distribution, virtualization of cloud computing architectures and techniques utilizing SAN, NAS, network, server, and complimenting technologies.

Duties and Responsibilities

- Install, configure, operate, and maintain systems hardware and software and related infrastructure.
- Work with peers to design, deploy and support of existing and new infrastructure.
- Be a point contact and interact with vendors in order to source and support hardware and other technical products as required.
- Be a point contact with network operators and data centre vendors.
- Implement network traffic and security monitoring software, and optimize server performance.
- Perform data backups and disaster recovery operations.
- Be available outside of normal business hours if required.
- Responsible for the selection, maintenance, and installation as required of the following systems:
 - (1) Data centre hardware and systems
 - (2) Storage and network technologies
 - (3) Server technologies
 - (4) Backup systems
 - (5) Security systems
 - (6) Other systems and processes as needed, developed and reasonably required