

EMPLOYMENT AGREEMENT (SALES)

EMPLOYMENT AGREEMENT, effective this **TBMD** February 2019 this agreement is effective, by and between WinProbe Corporation (hereinafter referred to as the "Company"), a corporation organized and existing under the laws of the State of Delaware where the company is incorporated, with its principal place of business located at 11770 US Highway 1, Palm Beach Gardens, Florida 33408

and

New Employee (hereinafter referred to as the "Employee"), an individual, with his or her principal residence located at Main St USA

WITNESSETH:

WHEREAS, the Company is in the business of designing, manufacturing and marketing Medical Ultrasound Systems and

WHEREAS, the operation by the Company of its business requires disclosure of confidential information to its employees; and

WHEREAS, such confidential information provided to the Employee by the Company, if improperly used by the Employee for his or her own purpose rather than on behalf of the Company, can result in irreparable harm to the Company, which harm, because of the nature of the industry, is not susceptible to precise proof; and

WHEREAS, the training of the Employee by the Company, the skills obtained by the Employee and the disclosure to the Employee of such aforesaid confidential information makes such Employee valuable to competitors of the Company; and

WHEREAS, the Employee is desirous of entering into the employment of the Company and is aware of the foregoing consideration and understands the reasons for the terms and conditions of his or her employment as set forth below.

NOW, THEREFORE, in consideration of the premises and mutual covenants and promises set forth herein, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I:

PURPOSES. The Company hereby employs the Employee and the Employee accepts employment from the Company as a salesperson and/or such other duties as the Company may, from time to time, determine.

The Company hereby engages the Employee for the primary purpose of soliciting sales for its Ultrasonic Scanners the territory or territories to be determined by the Company at the Company's sole discretion.

ARTICLE II:

DUTIES. The Employee accepts such employment as a salesperson and agrees to devote his or her full-time and best efforts to soliciting sales in the territory or territories to be determined by the Company.

The Employee shall solicit UltraVision sales for the exclusive benefit of the Company and perform such other duties as may be assigned to him or her by the Company. The Employee agrees that during the term of this agreement, he or she will have no other employment except as may be specifically authorized in writing by the Company. The Employee shall not serve as an adviser, agent, consultant, independent contractor or in any other capacity with respect to any trade or business, proprietorship, partnership, corporation or other entity, person or firm that directly sells or services medical ultrasound products or any type of product or service that competes, conflicts or interferes with the performance of his or her duties, unless he or she has first received written consent of the Company, which consent shall be revocable at the will of the Company.

The Employee shall present the Company's line of Medical Ultrasound Scanners to prospective clients and will offer such UltraVision products at prices furnished by the Company, on the terms and conditions established by the Company and in the territories established by the Company.

The Employee shall not at any time enter into any contract with any person, firm or corporation that shall purport to bind the Company in any manner whatsoever without written authority from the Company and any such contract entered into by such Employee shall not be binding upon the Company. The Company specifically reserves the right to reject any contract or to cancel any contract or part thereof even after acceptance, for credit reasons or for any other reason whatsoever that the Company may deem appropriate.

ARTICLE III:

TERMS. The Company hereby employs the Employee, and the Employee hereby accepts employment for an unspecified term on an "at will" basis from the date hereof unless terminated by either party by written notice sent by certified mail at least ten days in advance of such termination. Such notice of termination shall not prejudice either party as to any remedies under the provisions of this agreement. If the agreement is not terminated by either party during the initial term hereof, the Employee's employment shall continue thereafter under the terms and conditions hereof for a period of one year, and so on from year to year, until either party terminates this agreement.

ARTICLE IV:

COMPENSATION. As compensation for all of the services to be rendered by the Employee pursuant to the terms and conditions set forth herein, and such other duties as the Company may from time to time determine necessary, the Employee shall receive:

- 1) Salary in an amount of \$90,000, and detailed here under Appendix A plus
- 2) Commissions to be published periodically by the Company and detailed here under Appendix B, plus
- 3) Management by Objective bonuses as detailed in Appendix C, plus
- 4) A car allowance, computer, iPad and cell phone, as detailed in Appendix D plus
- 5) Insurance benefits, as detailed in Appendix E.
- 6) Appropriate expenses as incurred, plus Stock Options as detailed in Appendix F.
- 7) Vacation, Sick days, Personal Leave as detailed in Appendix G.
- 8) Stock Options as detailed in Appendix H.

In the event that a commission is paid to the Employee pursuant to the terms of this ARTICLE IV, and the Company, for whatever reason whatsoever, is thereafter obligated to return the payments upon which the commission is determined, the Employee shall, upon thirty (30) days written notice, repay to the Company such compensation as he or she has received based on the amounts so returned or returnable. Compensation payable pursuant to this ARTICLE IV shall be paid not less frequently than monthly and may be offset by any amounts owed to the Company.

In the event the Company shall determine, in its sole discretion, that compensation based on the Schedule of Commissions shall change, the Company shall provide written notice to the Employee at least thirty (30) days prior to the said change. The Company agrees that it shall not change the commission schedule unless the said changes are made for all sales employees of the Company.

Any amounts paid and any benefits provided to the Employee pursuant to this agreement that are deemed to be compensation under the Internal Revenue Code shall be subject to the applicable income tax withholding for federal, state and local income taxes. In addition, the Company shall deduct from the compensation paid to the Employee such other deductions as authorized by the Employee or by a court of competent jurisdiction.

ARTICLE V:

OTHER BENEFITS AND EXPENSES. The Employee shall be entitled during the term of this agreement to participate in all health-insurance and benefit plans, group insurance or other plan or plans providing benefits generally applicable to the employees of the Company who are currently in existence or those who hereafter may be adopted by the Company.

ARTICLE VI:

PRICES AND SERVICE. The Employee shall sell the UltraVision scanner at the price and under the terms and conditions established by the Company. Said prices, terms and conditions may, from time to time, be changed and/or modified by the Company at its sole discretion. The Employee shall not at any time enter into any contract with any person, firm or corporation that shall purport to bind the Company in any manner whatsoever without written authority from the Company and any such contract entered into by such Employee shall not be binding upon the Company. The Company specifically reserves the right to reject any application or contract or to cancel any application or contract or part thereof even after acceptance, for credit reasons or for any other reason whatsoever that the Company deems appropriate.

ARTICLE VII:

TERMINATION. In the event of the death of the Employee, the Company shall pay to the representative of the Employee's estate all funds due to the Employee as of the date of death.

In the event that the Employee becomes disabled because of physical or mental disability as to be unable to perform the services required by this agreement and such disability continues for 30 days of the Employee's Disability before the Company can terminate the agreement days, the Company may, at or after the expiration of such 30 days of the Employee's Disability terminate the Employee's employment under this agreement. It is expressly understood that the inability of the Employee to render services to the Company by reason of illness, disability or incapacity or any cause beyond his or her control shall not constitute a failure by the Employee to perform his or her obligations hereunder and shall not be considered a breach or default under this agreement.

In the event that the Employee violates any of the provisions of this agreement, performs any act, or does anything by which the Company shall incur liability, then, at the option of the Company, this contract shall at once cease and the Company shall be under no obligation to the Employee, except to pay the Employee for services performed up to the date of termination of this agreement as herein provided.

In the event that the Employee violates any of the provisions of this agreement or fails to perform the services required of the Employee by this agreement, then at the option of the Company, this agreement shall at once cease and become null and void and the Company shall be under no obligation to said Employee, except to pay the Employee such compensation as he or she may be entitled to receive up to the time of such termination.

In the event that the Employee becomes insolvent and is unable to pay his or her debts in full, files a petition in bankruptcy, or is adjudicated bankrupt, this agreement shall at once cease and become null and void, and the Company shall be under no obligation to the Employee, except to pay the

Employee such compensation as he or she may be entitled to receive up to the time of such termination.

In the event that the Employee should be arrested, be the subject of an indictment, or charged with any crime or unlawful act involving an allegation or charge of a breach of moral turpitude or the sale or use of a prohibited drug or controlled substance, this contract shall at once cease and become null and void, and the Company shall be under no obligation to the Employee, except to pay the Employee such compensation as he or she may be entitled to receive up to the time of such termination.

In the event that the Employee should be found to have taken, used, or converted any property belonging to the Company, the Employee shall be immediately discharged and this contract shall, at once, cease and become null and void, and the Company shall be under no obligation to the Employee, except to pay the Employee such compensation as he or she may be entitled to receive up to the time of such termination.

Any payments due the Employee pursuant to termination shall be paid to the Employee as soon as the Company can determine the true and correct amount for all payments due the Employee. In the event that said termination is due to the misconduct of the Employee, pertaining to any of the terms hereunder, the Company shall have the right to withhold all money due the Employee, and shall apply said funds as an offset against any money due the Company by the Employee as a result of the Employee's misconduct. In any event, the Employee shall be entitled to an accounting, in writing, of the funds so withheld.

Upon termination of this Contract, Employee shall deliver to Company all property which is Company's property or related to Company's business (including keys, records, notes, data, memoranda, models, and demonstration equipment) that is in Employee's possession or under Employee's control.

ARTICLE VIII:

CONFIDENTIAL INFORMATION. "Confidential Information" shall be defined for the purpose of this agreement as information (1) disclosed to the Employee or known or gathered by the Employee as a consequence of or through his or her employment by the Company and (2) not generally known to the industry in which the Company is or may become engaged about the Company's products, administrative services or methods of doing business, including, but not limited to, information relating to trade secrets, marketing techniques and programs, dates, figures, projections, costs, methods of operation, identity of plans or administrative services, estimates, customer lists, customer history, personnel history, financial statements, accounting procedures and selling techniques.

That the Employee will not during his or her employment or after termination thereof, irrespective of the time, manner or cause of the termination of said employment, directly or indirectly disclose to any person, firm or corporation any of the above Confidential Information that he or she shall have acquired during his or her term of employment.

The Employee agrees that he or she will not, during his or her employment by the Company, or at any time thereafter, interfere with or disrupt, or attempt to interfere with or disrupt, any business relationship, contractual or otherwise, between the Company and any other party, including clients or prospective clients, suppliers, agents, or the employees of the Company.

The Employee acknowledges that all documents, words, files, customer lists, information and data in his or her possession or custody, whether gathered by the Employee or any other person, and whether or not reduced to writing, an electronic or magnetic medium, relating to the business activities of the Company are and shall remain the sole and exclusive property of the Company and/or the Company's customers.

Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, YouTube, or other social media networks) used or created on behalf of the Company are the property of the company.

That upon the termination of said employment, irrespective of the time, manner or cause of said termination, the Employee will surrender to the Company all information written or otherwise in connection with the Company's customers or business as well as other property of the Company.

If it appears that employee has disclosed (or has threatened to disclose) information in violation of this Contract, company shall be entitled to an injunction to restrain employee from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. Company shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damage.

ARTICLE IX:

NONCOMPETITION PROVISION. In further consideration of employment, the Employee shall not engage in a business in any manner similar to, or in competition with, the Company's or the Company's affiliated businesses during the term of his or her employment. Furthermore, the Employee shall not engage in a business in any manner similar to or in competition with the Company's business for a period of three years.

The Employee shall not engage in a business in any manner similar to or in competition with the Company's business for three years from the date of termination of his or her employment with the Company in the geographical area within a 3000-mile radius of the Company's present or future offices.

The Employee shall not engage in a business in any manner similar to or in competition with the Company.

The Employee shall not request any customers of any business then being conducted or contemplated by the Company, or its affiliates, to curtail or cancel their business with the Company or its affiliates.

The Employee shall not disclose to any person, firm, or corporation, any trade, technical or technological secrets, any details of organizations or business affairs, any names of past or present customers of the Company or its affiliates or any other information relating to the business or businesses or their affiliates.

The Employee shall not solicit, canvass, or accept any business or transaction for any other person, firm, or corporation or business similar to any business of the Company or its affiliates.

The Employee shall not induce, or attempt to influence, any employee of the business or its affiliates to terminate employment with the business or its affiliates, or to enter into any employment or other business relationship with any other person (including the Employee), firm or corporation.

The Employee shall not act or conduct himself or herself in any manner that he or she shall have reason to believe is inimical or contrary to the best interests of the Company or its affiliates.

The Employee shall not perform any act in violation hereof through any other person or entity or through any plan, scheme, or design calculated to circumvent the requirements hereof.

The Employee acknowledges and agrees that the above restriction is reasonable as to duration and geography, that it is fully enforceable. Furthermore said Employee waives any objection thereto, and covenants not to institute any suit or proceeding, or otherwise advance any position or contention to the contrary.

The Employee recognizes that immediate and irreparable damage will result to the Company if the Employee breaches any of the terms and conditions of this article. Accordingly, the Employee hereby consents to the entry of temporary, preliminary, and permanent injunctive relief by any court of competent jurisdiction against him or her to restrain any such breach, in addition to any other remedies or claims for money damages that the Company may seek. The Employee further agrees to render an equitable accounting of all earnings, profits and other benefits arising from such violations, and to pay all costs and counsel fees incurred by the Company in enforcing this agreement, whose rights shall be cumulative. The Employee represents and warrants to the Company that his or her experience and capabilities are such that he or she can obtain employment in a business without breaching the terms and conditions of this article, and that his or her obligations under the provisions of this article (and the enforcement thereof by injunction or otherwise) will not prevent him or her from earning a livelihood.

This covenant on the part of the Employee shall be construed as independent of any other provisions of this agreement, and the existence of any claim or cause of action by the Employee against the Company, whether predicated on this agreement or otherwise, shall not constitute a defense to the enforcement by the Company of this covenant.

In the event that the Employee is in breach of any of the provisions of this Article IX, the period of proscription from doing the act or acts that constitute a breach of this Article IX shall be extended for a period of two (2) years from the date that the Employee ceased, whether voluntarily or by court order, to engage in or do said actions.

The Employee recognizes and agrees that the Company does not have a remedy at law adequate to protect the Company's rights and interests as set forth in this article, and the Employee therefore agrees that the Company shall have the right to an injunction enjoining the Employee from violating the provisions of this article. Nothing herein contained shall be construed as prohibiting the Company from pursuing any other remedies available to the Company for such breach or threatened breach, including the recovery of damages from the Employee.

If any action at law or equity is necessary to enforce or interpret the terms of this agreement, the Employee agrees to pay the Company reasonable attorney fees, costs, and necessary disbursements, in addition to any other relief and/or damages to which the Company may be entitled.

In the event that a court of competent jurisdiction determines that this restrictive covenant and covenant not to compete is unenforceable in whole or in part for any reason, including, without limitation, the duration, scope and remedies set forth above, then same shall not be void, but rather shall be enforced to the extent that same is deemed to be enforceable by said court, as if originally executed in that form by the parties hereto.

ARTICLE X:

MISCELLANEOUS. Service of all notice under this agreement shall be sufficient if made in writing and delivered by registered mail to the specific party involved herein at his or her respective address hereinafter set forth or as such party shall provide within 2 weeks of changing in writing:

For the Company: 11662 Lake Shore Place, North Palm Beach, Florida 33408

For the Employee: main St USA

This agreement constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, understandings, and agreements, whether oral or written, of any nature whatsoever, with respect to the term of employment that is the subject matter hereof, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein between the Company and the Employee. This agreement cannot be changed, modified, or terminated unless, if in writing, and signed by the parties hereto. The validity, interpretation, construction and enforcement of this agreement shall be governed by the laws of the State of Florida.

The Company shall have the right, but not the obligation, to assign this agreement and the Company's rights hereunder in whole, but not in part, to any corporation or other entity with which the Company may merge or consolidate, or to which the Company may transfer all, or substantially all, of its assets provided such corporation or other entity assumes all of the Company's obligations hereunder.

The Employee understands and acknowledges that his or her employment contract is a contract for the personal services of the Employee and cannot be assigned.

This contract is for the personal services of the Employee and shall cease and desist and be considered null and void upon the termination of the contract under any of the provisions hereto.

If any provisions of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

Any legal action undertaken by the Employee pursuant to any of the terms or conditions or the interpretation hereof shall be commenced within six (6) months of said termination. The Employee agrees hereby that after a term of six (6) months has expired, no legal action against the Company may be brought in any court regarding any term or condition of this agreement.

IN WITNESS WHEREOF, the parties hereto acknowledge, understand and agree to this Employment Agreement. The parties understand and intend to be bound by all of the clauses contained in this document and further certify that they have received signed copies of this agreement.

Company

Employee

Appendix A: SALARY

As compensation for the services provided by Donna Ferri under this Contract, WinProbe Corporation will pay Donna Ferri an annual salary of \$90,000.00 payable in accordance with WinProbe Corporation's usual payroll procedures and subject to applicable federal, state, and local withholding.

Appendix B: COMISSION

WinProbe Corporation will make commission payments to Donna Ferri based on number of sales of systems in her designated sales area and specialties. This commission will be paid monthly one month in arrears. The commission will be for 5% of the net price received by WinProbe for each sale, either Direct, Dealer, or ISR.

Company shall maintain records in sufficient detail for purposes of determining the amount of the commission and date or receipt of payment. Company shall provide to Employee a written accounting that sets forth the manner in which the commission payment was calculated.

Employee or Employee's agent, shall have the right to inspect Company's records for the limited purpose of verifying the calculation of the commission payments, subject to such restrictions as Company may reasonably impose to protect the confidentiality of the records. Such inspections shall be made during reasonable business hours as may be set by Company.

Appendix C: MANAGEMENT BY OBJECTIVE

This is a bonus incentive granted annually and measured in quarters. Company management will meet with Employee to define parameters to be achieved and rewarded quarterly.

Employee shall provide WinProbe Corporation with all information, suggestions, and recommendations regarding WinProbe Corporation's business, of which Employee has knowledge, that will be of benefit to Company and this will be considered for MBO for compensation based on its significance.

Appendix D: CAR ALLOWANCE, COMPUTER, IPAD and CELLPHONE

Company shall provide employee with a car allowance of \$600 per month which is intended for Employee to Lease a \$30,000 (Nissan Rogue type) SUV, with deposit of \$3,000 compensated at \$100/m, Lease at \$240/m, Insurance at \$120/m, totaling \$460/m.

Company shall supply employee with a Dell laptop computer

Company shall supply employee with a tablet

Company shall supply employee with a cell phone

Appendix E: INSURANCE

Employee shall be entitled to insurance benefits, in accordance with Company's applicable insurance contract(s) and policies, and applicable state law. The Company shall offer a monthly payment intended for the employee to purchase her own or company insurance plus add ons.

The provisions of this Insurance Benefits section are subject to change in accordance with WinProbe Corporation policies in effect from time to time.

Appendix F: EXPENSE REIMBURSEMENT.

Company will reimburse Employee for "out-of-pocket" expenses incurred by Employee in accordance with Company's policies in effect from time to time.

A Credit card will be supplied for company expenses only.

Appendix G: VACATION, SICK LEAVE, PERSONAL LEAVE.

VACATION. Employee shall be entitled to 10 days of paid vacation for each completed year of employment. Such vacation must be taken at a time mutually convenient to Company and Employee. Requests for vacation shall be submitted to Employee's immediate supervisor 20 days in advance of the requested beginning date. The provisions of this Vacation section are subject to change in accordance with WinProbe Corporation policies in effect from time to time.

SICK LEAVE. After completion of 3 months of employment, Employee shall be entitled to 5 days paid time, due to illness or for personal business, for each year of employment, with the year to be measured using Employee's starting date as the point of beginning. Sick leave benefits may not be converted into cash compensation. Employee's rights to unused sick leave benefits shall be forfeited upon termination of employment. Sick leave may not be accumulated from year to year; unused benefits shall be forfeited. If Employee is unable to work for more than 5 days because of sickness or total disability, and if Employee's unused sick leave is insufficient for such period, a maximum of accrued vacation time of Employee's unused vacation time shall be applied to such absence. All requests for sick days off shall be made by Employee in accordance with Company's policies in effect from time to time. The provisions of this Sick Leave section are subject to change in accordance with WinProbe Corporation policies in effect from time to time.

PERSONAL LEAVE. After completion of 3 months of employment, Employee shall be entitled to 5 days paid time, for personal business or due to illness, for each year of employment, with the year to be measured using Employee's starting date as the point of beginning. Personal leave benefits may not be converted into cash compensation. Employee's rights to unused personal leave benefits shall be forfeited upon termination of employment. Personal leave may not be accumulated from year to year; unused benefits shall be forfeited.

If Employee is unable to work for more than 5 days because of personal business, and if Employees unused personal leave is insufficient for such period, a maximum of all of Employee's unused vacation time shall be applied to such absence. All requests for personal days off shall be made by

Employee in accordance with Company's policies in effect from time to time. The provisions of this Personal Leave section are subject to change in accordance with Company's policies in effect from time to time.

Appendix G: STOCK OPTIONS

Stock options are available after completion of 3 months of employment, and will be considered with respect to other compensations listed herein and employees' value to the Company by the Compensation committee.