

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5833665

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	LUXEN TECHNOLOGIES, INC.	10/25/2019
RECEIVING PARTY DATA		
Name:	PIERA SYSTEMS INC.	
Street Address:	INNOVATION COMPLEX, SUITE L1240, 3359 MISSISSAUGA RD.	
City:	MISSISSAUGA	
State/Country:	CANADA	
Postal Code:	L5L 1C6	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	8680474	
Patent Number:	8729485	
Patent Number:	9128195	
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6473340311	
Email:	aaron.soh@pierasystems.com	
Correspondent Name:	SEUL-YI SOH	
Address Line 1:	168 SABINA DRIVE	
Address Line 2:	216	
Address Line 4:	OAKVILLE, CANADA L6H 0W5	
NAME OF SUBMITTER:	SEUL-YI SOH	
SIGNATURE:	/Seulyi Soh/	
DATE SIGNED:	11/22/2019	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 10		
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AMENDED AND RESTATED INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Amended and Restated Intellectual Property Assignment Agreement ("Agreement") is entered into as of 25 October 2019 ("Effective Date") by and between Piera Systems Inc., with offices at ICUBE 3359 Mississauga Rd., Suite L1240, Mississauga, ON, L5L 1C6 Canada ("Piera"), and Luxen Technologies, Inc. with offices at 209 Medical Techno-ville, JBTP, 13-6 Iksandae-ro 78-gil, Hamyeol-eup, Iksan-si, Jeollabuk-do, 54526 Korea ("Luxen"). Collectively, Piera and Luxen are "Parties". Piera and Luxen agree this Restated Agreement replaces in their entirety the Intellectual Property Assignment Agreement dated 8 October 2018 and its Amendment No. 001 dated 7 December 2018 and are now collectively referred to as "the Original Agreement".

RECITALS

- I. Before the time of the Original Agreement was signed, Piera and Luxen shared the exclusive ownership of, and held proprietary rights in relation to the Application Specific Integrated Circuit ("ASIC") and interests to any and all intellectual property rights ("Assignable IPs") arising from the result of Piera-Luxen co-development of the ASIC.
- II. Piera understands that Luxen has priority right to supply the ASIC to Piera.
- III. Luxen understands that Piera respects proprietary rights and intellectual properties rights developed either directly or indirectly by Luxen, prior to the co-development of the ASIC.
- IV. This Agreement replaces the Original Agreement in its entirety.

NOW THEREFORE, the Parties hereby agree as follows,

1 DEFINITIONS

"Assignable IPs" means the Application Specific Integrated Circuit ("ASIC") and interests to any and all intellectual property rights ("Assignable IPs") arising from the result of Piera-Luxen co-development of the ASIC.

"Assigned Patents" means the following United States patents: US8680474, US8729485, and US9128195.

"Piera Device" means an integrated circuit in any form that incorporates any of the Assignable IPs and sold to a third party.

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“Intellectual Property Rights” means common law, statutory and other rights anywhere in the world in or associated with (a) patents, patent applications, inventor certificates and related reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations and continuations in part; (b) copyrights, copyright registrations and applications; (c) trademarks, trade names, service marks, service names, and other designations of origin; (d) rights relating to semiconductor design and topography, including mask work rights; (e) rights in trade and industrial secrets and confidential information; (f) rights that may be known or referred to as “moral rights”; (g) any rights analogous to those set forth in the preceding clauses and any other proprietary rights of every kind.

2 INTELLECTUAL PROPERTY ASSIGNMENT

2.1 Luxen hereby grants to Piera all its right, interest and title of the ASIC, created or owned in any form or manner by Luxen; shall assign to Piera such Assignable IPs that Luxen will have developed by the end of the co-development period; grants to Piera an exclusive, royalty-free to a third party, irrevocable, perpetual, world-wide license to make, have made, modify, manufacture, reproduce, sub-license, and use such Assignable IPs in any way as Piera may choose. Luxen will convey, transfer, of and otherwise deal with the Assignable IPs as Piera shall from time to time direct, including executing any document as needed to achieve the assignments and transfers discussed in this Agreement including without limitation the Assigned Patents discussed in this Agreement.

2.2 Luxen assigns and transfers unto Piera, the sole and exclusive ownership of the Assigned Patents associated with the Assignable IPs.

3 PAYMENTS, TAXES, AND ROYALTIES FOR INTELLECTUAL PROPERTY

3.1 Fixed Payment. Piera shall pay to Luxen a total of CAD \$30,000 payable in the amounts shown upon achievement of each Payment Milestone Event listed:

Amount	Payment Milestone Event
CAD \$10,000	Within thirty (30) days from the last signature date on this Agreement
CAD \$20,000	Within one hundred eighty (180) days from the last signature date on this Agreement

3.2 Royalty. Piera shall pay to Luxen CAD \$1,000,000 based on royalties of 3% of net revenues Piera earns from sales of Piera Devices to third parties. For the avoidance of doubt, there is no time limit over which Piera must pay this royalty amount. In addition, at any

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time Piera at its sole option may pay Luxen the remaining amount of this royalty and have no further royalty paying options ("royalty buyout"). If Piera elects the royalty buyout, the provisions of Section 3.4 and Section 3.5 shall no longer apply.

3.2 Currency. All amounts payable hereunder, including but not limited to all royalties, shall be paid in immediately available CANADIAN dollars, and all stated prices are in Canadian dollars. All such payments are non-refundable and due and payable in full within thirty (30) days of the date of invoice.

3.3 Taxes. Luxen shall be responsible for any taxes (including any sales, use, excise, ad valorem, property, withholding, value added tax, or other tax and any income tax withheld at source), any tariff, any duty, or any assessment levied or imposed by any government authority (including without limitation any country, state, city, county, province, department, or other subdivision of government) that may be applicable to the transactions contemplated by this Agreement, exclusive of taxes based on Piera's net income. Luxen shall indemnify and hold harmless Piera against any additional such taxes that might be determined to be due in connection with the transactions contemplated herein.

3.4 Royalty Payments. No later than thirty (30) days after the end of Piera's fiscal quarter, Piera shall furnish to Luxen a written report including but not limited to: (a) the number of Piera Devices shipped for revenue; and (b) the prices charged by Piera during the quarter or other financial information related to Piera Devices that contained or were manufactured using the Assignable IPs, and pay to Luxen all amounts due pursuant to the calculation of royalties. Piera shall submit reports via email to the email address that Luxen shall provide. All royalty payments shall be made in accordance with the payment terms set forth in this Section 3.

3.5. Records and Audit. Piera agrees to maintain complete and accurate records containing all the data reasonably required for the full computation and verification of the royalties to be paid. Piera further agrees to permit its books and records to be examined from time to time to verify the accuracy of such reports and royalties paid, to be made at the request and expense of Luxen by an auditor appointed by Luxen and acceptable to Piera; provided that only those royalties and fees paid by Piera to Luxen within the three (3) year period immediately preceding the start of the audit, and their supporting records, files, and books of account shall be subject to audit. In the event such examination shows underreporting and underpayment in excess of 10 percent (10%) for any twelve (12) month period ending at least three (3) months prior to the date of such examination, then Piera shall pay Luxen the reasonable costs of any such examination in addition to the owed but unpaid amounts. Within fifteen (15) days after completion of such audit, Piera shall provide Luxen a purchase order for all fees and payments due as a result of such audit. All fees and payments due as a result of such audit shall be due and payable to Luxen within thirty (30) days after completion of such audit.

4. CONFIDENTIALITY.

4.1. Confidential Information. "Confidential Information" means any information in any form or medium that one Party ("Disclosing Party") may make available to the other Party ("Receiving Party"), that is designated by the Disclosing Party as "confidential" or "proprietary"

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at the time of disclosure or, if orally or visually disclosed, designated by the Disclosing Party as “confidential” or “proprietary” in a writing that includes a summary of the information so designated, transmitted to the Receiving Party within thirty (30) days of such disclosure. Confidential Information of Luxen shall include, but is not limited to, all information consisting of or relating to the Assignable IPs and/or Luxen’s technology, trade secrets, know-how, or business operations, whether or not designated as “confidential” or “proprietary.”

4.2. Exclusions. Confidential Information shall not include information that the Receiving Party can show by documentation (a) is in the public domain without fault of the receiving party; or (b) was known to the Receiving Party before receipt from the Disclosing Party as demonstrated by written business records; or (c) is independently developed by the Receiving Party without reference to the Disclosing party’s Confidential Information, as evidenced by written business records; or (d) is rightfully disclosed to the Receiving Party by a third party without any obligation of confidentiality.

4.3. Protection of Confidential Information. The Receiving Party shall not access or use Confidential Information of the Disclosing Party, except (a) as expressly provided herein, or (b) as necessary to exercise its rights or perform its obligations under this Agreement, and only to its officers, employees, or contractors who (i) need to know such Confidential Information in order for the Receiving Party to exercise its rights or perform its obligations under this Agreement, and (ii) are bound by written confidentiality and restricted use agreements at least as restrictive as the confidentiality and restricted use provisions of this Agreement. The Receiving Party shall safeguard the Confidential Information of the Disclosing Party from unauthorized use, access, or disclosure with at least the degree of care that it uses to safeguard its own information of similar sensitivity and importance, but in any event not less than reasonable degree of care. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party’s Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure. The Receiving Party may disclose Confidential Information on a confidential basis to its legal or financial advisors.

4.4. Compelled Disclosures. If the Receiving Party is compelled by applicable law or order of a court or other governmental body to disclose Confidential Information of the Disclosing Party, the Receiving Party shall (a) promptly and prior to such disclosure give notice to the Disclosing Party, such that the Disclosing Party can seek a protective order or other remedy, and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Receiving Party remains required by such applicable law or order to disclose such Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that it is legally required to disclose.

5. WARRANTY.

5.1. Power and Authority. Each Party represents and warrants that it is duly organized and validly existing under the laws of the state or country of its incorporation or organization, has full corporate power and authority to enter into this Agreement and to carry out

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the provisions of this Agreement, and is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder.

5.2. Term of Warranty. Luxen warrants to Piera, for a period one (1) year from the delivery date of the Assignable IPs that the Assignable IPs will conform to the specifications for the Assignable IPs provided to Piera by Luxen. The foregoing warranty does not apply to any element of the Assignable IPs that has been modified, combined with other products, or used improperly.

5.3. Sole and Exclusive Remedy. FOR ANY BREACH OF THE WARRANTY CONTAINED IN SECTION 5.2, PIERA'S SOLE AND EXCLUSIVE REMEDY WILL BE THAT LUXEN SHALL, AT LUXEN'S OPTION AND EXPENSE, EITHER REPLACE, CORRECT, OR PROVIDE A REASONABLE WORKAROUND FOR THE DEFECTIVE PORTION OF THE ASSIGNABLE IPS WITHIN THIRTY (30) DAYS OF BEING INFORMED OF THE BREACH OF WARRANTY. ANY WARRANTY CLAIM MUST BE MADE DURING THE TERM OF WARRANTY IN SECTION 5.2.

5.4. Disclaimer of Other Warranties. EXCEPT FOR THE EXPRESS, LIMITED WARRANTIES SET FORTH IN SECTION 5, THE LUXEN PRODUCTS ARE PROVIDED "AS IS," AND LUXEN HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE (INCLUDING WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE), INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LUXEN AND ITS LICENSORS DO NOT WARRANT THAT THE LUXEN PRODUCTS WILL MEET PIERA'S REQUIREMENTS, THAT THE LUXEN PRODUCTS WILL OPERATE IN COMBINATION WITH OTHER PRODUCTS OR TECHNOLOGIES THAT PIERA MAY SELECT OR USE, THAT THE OPERATION OF THE LUXEN PRODUCTS WILL BE SECURE, UNINTERRUPTED, OR ERROR FREE, OR THAT ALL ERRORS IN THE LUXEN PRODUCTS WILL BE CORRECTED.

5.5. Intellectual Property Warranty. LUXEN DOES WARRANT THAT THERE IS NO PENDING OR THREATENED LITIGATION AGAINST LUXEN CLAIMING THAT EITHER THE ASSIGNABLE IPS OR THE ASSIGNED PATENTS OR BOTH INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

6. INDEMNIFICATION.

6.1. Luxen Indemnification.

(a) Duty to Indemnify and Defend. Luxen shall indemnify, defend, and hold harmless Piera and its officers, directors, employees, agents, contractors, successors, and assigns (each, including Piera a "Piera Indemnitee"), subject to the limitations stated in Section 8, from an against any and all loss, damage, liability, or expense (including but not limited to attorneys' fees) incurred by a Piera Indemnitee arising out of or relating to any action or other proceeding brought by a third party, solely to the extent such action or proceeding is based on a claim that

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the Assignable IPs or Assigned Patents infringe or misappropriate any Intellectual Property Right of such third party. Luxen shall have no obligation under this Section as to any action, proceeding, or claim unless: (i) Luxen is notified of it promptly; (ii) Luxen has sole control of its defense and settlement, and Piera shall not enter into any settlement without the prior written consent of Luxen; and (iii) Piera provides Luxen, at Luxen's expense, with reasonable assistance in its defense and settlement of such action.

(b) Injunctions. If Piera's use of any Assignable IPs or Assigned Patents under the terms of this Agreement is, or in Luxen's opinion is likely to be, enjoined due to the an allegation of infringement or misappropriation as described in subsection (a) above, then Luxen shall, at its expense and Piera's option, either: (i) procure for Piera the right to continue using such Assignable IPs or Assigned Patents; or (ii) replace or modify such Assignable IPs or Assigned Patents, as applicable, so that they are noninfringing; or (iii) refund all fees paid under this Agreement.

(c) Sole Remedy. SECTION 6.1 SETS FORTH LUXEN'S SOLE AND EXCLUSIVE OBLIGATIONS, AND PIERA'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO ANY CLAIM OF INFRINGEMENT, VIOLATION OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

7. TERM AND TERMINATION.

7.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue, unless terminated earlier in accordance with the provisions of Section 7.2, for a period of ten (10) years unless terminated under the provisions of this Agreement.

7.2 Termination Events. Either Party shall have the right to terminate this Agreement if: (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after written notice by the non-breaching Party, including Luxen's failure to supply the ASIC; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, or liquidation for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing. Luxen agrees that if this Agreement is terminated by Piera under this Section 7, Piera may utilize any source(s) of supply to manufacture the ASIC without notice to payment of any kind to Luxen.

7.3. Effect of Termination. Upon termination or expiration of this Agreement, Luxen shall immediately return to Piera or (at Piera's request) destroy all copies of the Piera's Confidential Information in Luxen's possession or control, certify to Piera in writing that Luxen has done so. Piera shall have the right to continue to use the Assignable IPs.

7.4. No Damages for Termination. Neither Party shall be liable to the other on account of termination or expiration of this Agreement for reimbursement or damages for the loss of goodwill, prospective profits, or anticipated income, or on account of any expenditures,

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investments, leases, or commitments made by either Party or for any other reason whatsoever based upon or arising out of such termination or expiration.

7.5. Nonexclusive Remedy. The exercise by either Party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

7.6. Survival. The rights and obligations of the Parties contained in Sections 1, 2, 4, 5, 6, 7.2, 7.3, 7.4, 8, and 9 shall survive the termination or expiration of this Agreement.

8. LIMITATIONS OF LIABILITY.

8.1 Limitations.

(a) IN NO EVENT SHALL PIERA BE LIABLE TO LUXEN FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, PRODUCT LIABILITY, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE, AND WHETHER OR NOT PIERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EXCEPT FOR A CLAIM ARISING UNDER SECTION 6.1, LUXEN'S TOTAL AND AGGREGATE LIABILITY TO PIERA SHALL BE LIMITED TO THE FEES RECEIVED BY LUXEN FROM PIERA UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXISTENCE OF ONE OR MORE CLAIMS SHALL NOT INCREASE LUXEN'S TOTAL LIABILITY.

(c) PIERA'S TOTAL AND AGGREGATE LIABILITY TO LUXEM SHALL BE LIMITED TO THE FEES RECEIVED BY LUXEN FROM PIERA UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXISTENCE OF ONE OR MORE CLAIMS SHALL NOT INCREASE PIERA'S TOTAL LIABILITY.

8.2. Failure of Essential Purpose. The Parties have agreed that the limitations specified in this Section 8 shall survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

9. GENERAL.

9.1. Compliance with Law. Each Party agrees to comply with all applicable laws, rules, and regulations in connection with its activities under this Agreement. Each Party shall comply with all applicable international, national, state, regional, and local laws and regulations in connection with its activities under this Agreement.

9.2. Assignment. This Agreement shall bind and inure to the benefit of each Party's permitted successors and assigns. Piera may not assign this Agreement either voluntarily, by

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merger, by operation of law or otherwise in whole or in part, without Luxen's prior written consent, which consent shall not be unreasonably withheld. Any attempt to assign this Agreement without such consent shall be null and void.

9.3. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and assigns, and nothing herein, express or implied, is intended to or shall confer on any third party any legal or equitable right, benefit, or remedy.

9.4. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

9.5. Export Control. Each Party shall strictly comply with all applicable export controls, laws, and regulations.

9.6. Governing Law and Arbitration. This Agreement shall be governed by and construed in accordance with the laws of Provincial Government of Ontario. The Parties shall strive to settle any dispute arising from the interpretation or performance in connection with this Agreement through friendly consultation. In case no settlement can be reached through consultation, each Party can submit such matter to the Ontario Court of Justice. The arbitration shall follow the current rules of the Ontario Court of Justice, and the arbitration proceedings shall be conducted in Ontario and shall take place in Ontario. The arbitration award shall be final and binding upon the Parties and shall be enforced in accordance with its terms. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

9.7. Injunctive Relief. Each Party acknowledges and agrees that the other's breach of this Agreement may cause irreparable damage to the non-breaching party for which money damages are insufficient, and the non-breaching party shall be entitled to injunctive relief or a decree for specific performance and such other relief as may be proper (including money damages if appropriate).

9.8. Severability. Should any part of this Agreement be held unenforceable or in conflict with the applicable laws or regulations of any applicable jurisdiction, the invalid or unenforceable part or provision shall be replaced with a provision which accomplishes, to the maximum extent possible, the original business purpose of the invalid or unenforceable part or provision in a valid and enforceable manner and which is mutually acceptable to the Parties, and the remainder of this Agreement shall remain binding upon the Parties hereto.

9.9. Force Majeure. Except for payments due under this Agreement, no Party shall be considered in default or be liable to the other Party for any delay in performance or

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nonperformance caused by circumstances beyond the reasonable control of such Party, including but not limited to acts of God, explosion, fire, flood, war, whether or not declared, accident, labor strike or labor disturbances, terrorist activities, inability to procure supplies from third party vendors, sabotage, orders or decrees of any court, or action of government authority.

9.10. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be sent by facsimile, prepaid registered or certified mail, return receipt requested, internationally recognized courier or personal delivery, addressed to the other party at the address specified below. Such notice shall be deemed to have been given when delivered or, if delivery is not accomplished by some fault of the addressee, when tendered.

9.11. Independent Contractors. Each Party agrees and acknowledges that in its performance of its obligations under this Agreement, it is an independent contractor of the other Party, and is solely responsible for its own activities. Neither Party shall have any authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate the other Party in any manner whatsoever except as expressly stated in this Agreement. No joint venture or partnership is intended to be formed by this Agreement.

9.12. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

9.13. Entire Agreement. This Agreement, including all exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements or representations, oral or written, regarding such subject matter. This Agreement may not be modified or amended except in writing, signed by duly authorized representatives from the Parties.

9.14. Counterparts. The Parties may sign any number of copies of this Agreement. Each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute one agreement.

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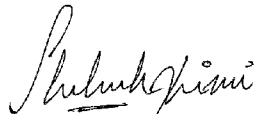
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IN WITNESS THEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Luxen Technologies, Inc.By: Name: Myung-Jin SohTitle: CEO & PresidentDate: 2019. 10. 26

Address: 209 Medical Techno-ville,
JBTP, 13-6 Iksandae-ro 78-gil,
Hamyel-eup, Iksan-si,
Jeollabuk-do, 54526 Korea

Piera Systems Inc.By: Name: Shabeeh RizviTitle: COODate: 2019/10/25

Address: ICUBE 3359 Mississauga Rd.,
Suite L1240, Mississauga, ON,
L5L 1C6 Canada

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