**ACKNOWLEDGMENT AND AGREEMENT REGARDING MICRO PATH LABORATORIES INC.’s**

**(“MPL”) EMPLOYEE HANDBOOK**

The intent of the MPL Handbook is to summarize the expectations, philosophy, policies, and benefits of MPL. Decisions on personnel matters will be made in accordance with company personnel policies and in accordance with the written plans covering various benefits, copies of which are available upon request. The Handbook sets out certain expectations that MPL has for its employees with respect to the employment relationship and must be followed by employees. Since the information, policies, and benefits described in the Handbook are necessarily subject to change, changes to the Handbook will be communicated as they are approved by MPL and revised information may supersede, modify, or eliminate existing policies.

We ask that you read the Handbook and then carefully read each statement below and initial the statements before signing this document. This document will become a part of your employee file and will evidence that you, as an employee, have read and understand the Handbook’s contents and have agreed to follow the policies. **Please return this initialed and signed statement to the Chief Executive Officer.**

**[Initial each line]**

\_\_\_\_\_ I acknowledge that I have received a copy of MPL’s Handbook containing the rules and policies relating to my employment and that I have read it, understand its provisions and agree to follow the policies and procedures of MPL.

\_\_\_\_\_ I acknowledge that the Handbook is provided for my information only, and does not constitute a contract, expressed, or implied, for an agreed term of employment with MPL and that it may be modified, revoked, suspended, terminated, or changed at the discretion of MPL at any time, with or without advanced notice.

\_\_\_\_\_ I acknowledge that any benefits summarized or explained in the Handbook are not conditions of employment, and that they may be modified, revoked, suspended, terminated, or changed at the discretion of MPL at any time, with or without notice, as permitted by law. I also understand that this Handbook may refer to current benefit plans maintained by MPL and that I must refer to the actual plan documents and summary plan descriptions as those documents will control over any policies in the Handbook.

\_\_\_\_\_ I understand that I am an employee-at-will; that is, my employment will be for no definite period of time, but rather will be subject to termination by myself or MPL at any time and for any reason, except those reasons prohibited by federal or state law. The exception to my at-will status is if there is a separate written contract or agreement with MPL and me (or my representative) that governs the terms and conditions of the termination of my employment.

\_\_\_\_\_\_ I acknowledge that I have reviewed a copy of MPL’s Nondiscrimination, Sexual and Other Unlawful Harassment policy. I further acknowledge that I have had an opportunity to ask any questions I may have about this policy and that I understand its terms and provisions, expected standards of conduct and how to report any complaints of discrimination, unlawful harassment and retaliation.

\_\_\_\_\_ I acknowledge that I have reviewed a copy of MPL’s Drug Free Workplace Policy. I further acknowledge that I have had an opportunity to ask any questions I may have about this policy and that I understand its terms and provisions.

\_\_\_\_\_ I acknowledge that I have reviewed a copy of MPL’s Policy on the Confidentiality of Medical Records. I further acknowledge that I have had an opportunity to ask any questions I may have about this policy and that I understand its terms and provisions.

\_\_\_\_\_ I acknowledge that I have reviewed a copy of MPL’s policies on the use of MPL’s information systems (e-mail, internet, intranet, voice mail, computer hardware and software, etc.) and social media and my initials and signature represent that I agree to be bound by and abide by each of those policies.

\_\_\_\_\_ I understand that the Chief Executive Officer and the Laboratory Director are available to explain any policies in the Handbook and answer any questions I may have regarding my employment with Company.

\_\_\_\_\_ I acknowledge that the Handbook is the property of MPL, that it must be returned to MPL upon termination of my employment and that when my employment ends I am not permitted to retain a copy nor am I permitted to retain any of MPL’s property or data, regardless of where the data is stored.

\_\_\_\_\_ I understand that the Handbook can only be amended in writing by the Laboratory Director. No employee of MPL has the authority to amend or provide exceptions to the provisions of the Handbook orally.

\_\_\_\_\_I understand that regardless of any policy of MPL set out in this Handbook or otherwise, in the event of MPL’s sale, merger, transfer or dissolution, no monies, paid time, or other benefits will be due and owing by MPL, expect for any final wages for time actually worked by me.

\_\_\_\_\_I understand that none of the policies in the Handbook are intended in any way to restrict or infringe in any way on my legal rights to discuss the terms and conditions of my employment (e.g., wages, hours and working conditions) with other employees for our mutual aid and benefit.

\_\_\_\_\_I understand MPL’s policy regarding paid time off and that in the event that for any reason I take more PTO than I would have earned or if I am approved for a negative PTO balance then the additional PTO taken by me is deemed a cash advance against future earnings and I understand and agree that MPL will set off from my final pay or from any other monies that MPL may owe to me, the amount of PTO advanced to me and in the event that monies still remain due and owing to MPL that I agree to pay MPL those amounts.

\_\_\_\_\_ I understand that MPL pays all of its non-exempt employees in accordance with the federal Fair Labor Standards Act and any applicable state wage law requirements, that that if I am a non-exempt employee I must report all of my hours worked, that no person has the right or the authority to require me to work “off the clock”, that I am entitled to overtime for all hours worked over forty in MPL’s established workweek and that I will properly and accurately record all hours that I work.

\_\_\_\_\_ I agree to notify the Chief Executive Officer of any payroll errors regarding my pay (whether or not the error is in my favor), including any matters related to my hours worked.

\_\_\_\_\_ **JURY TRIAL WAIVER:** I voluntarily agree that, as allowed by law, any dispute or claim concerning or relating to the Handbook or the terms and conditions of my employment with MPL, including any claim based on an agreement (written, oral or implied), for any damages (contractual, tort, common law or statutory) and/or as a result of a violation of any applicable federal, state or local law, ordinance or regulation, any and all applicable federal state or local discrimination laws (such as by example not limitation, under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Pay Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act, and all claims for retaliation under any and all applicable federal state orlocal laws), Florida’s workers' compensation retaliation law, claims for unpaid wages, claims for any sort of public or private whistleblower/retaliation protections (federal or state of Florida), shall be resolved by a judge and not a jury. i understand that by signing below i am voluntarily waiving any and all constitutional, common law and statutory right(s) to a jury trial of such disputes or claims.

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Employee Signature Date

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Printed Name

***(Initial each item above, sign and print your name on this page, complete the date, and return pages 1 and 2 to the Chief Executive Officer. You are free to make a copy of this document for your records or can ask for a copy to be provided to you.)***

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